



Housing Policy

POLICY REVISION TRACKING INDEX

Date of Revision	Policy Version Number	Section Revised	Page Revised	Nature of Revision	Council BCR Number and Date

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Appendix A: Maintenance & Repair

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DEFINITIONS

As used in this housing policy, the following definitions will apply:

"Applicant" means a person who is applying for a housing allocation.

"Arrears" refers to housing-related payments owed to Neskonlith Indian Band and not yet received.

"Arrears Recovery Agreement" means an agreement between the tenant and the Neskonlith Indian Band Housing Administration that stipulates the amount and due dates for rental arrears to be paid in full.

"Band member or member" means a member of Neskonlith Indian Band whose name appears on the band membership list.

"Band-Owned Rental Unit" means a house, or other residential property unit owned and administered by the Neskonlith Indian Band that is not eligible to be transferred to the Tenant.

"BCBC" means British Columbia Building Code.

"Borrower" is the Band Member(s) who enters into a loan or mortgage agreement to repay the housing loan to the Band or bank.

"Chief & Council" means the Chief and Council of Neskonlith Indian Band.

"CMHC" refers to Canada Mortgage & Housing Corporation.

"CMHC (Section 95) Rent-to-Own Unit" (also referred to as Rent-to-Own Unit) refers to a unit owned by Neskonlith and mortgaged by Canada Mortgage and Housing Corporation (CMHC) that may be transferred to the member through a resolution by Chief and Council once the mortgage has been paid in full and there are no outstanding arrears.

"Default" means to be in arrears or owing housing-related payments to Neskonlith for rental payments or the bank for the mortgage payment under the home ownership program.

"Director Responsible for Housing" is the Neskonlith Band employee responsible for managing the Housing Administration.

"Eviction" refers to the action taken by the Neskonlith Indian Band to remove a tenant from a band owned unit for failure to meet the conditions of their tenancy agreement.

"Foreclosure" is the legal action taken by the Neskonlith Indian Band to remove the borrower from the house and regain ownership of the property when the borrower fails to meet the terms of their mortgage agreement.

"FNMHF" means Neskonlith Indian Band's First Nation Market Housing Fund.

"Household" refers to the collective of people living in a house. At least one principal tenant must be a registered Neskonlith Band Member.

"Household Income" means the aggregate gross income, in whatever form received, of all members of the household.

"Housing Administration" means the Neskonlith Housing Administration staff.

"Housing Committee" means the committee approved by Council to provide objective recommendations to Housing Administration and/or Chief and Council.

"Housing Unit" means the home or house occupied by the tenant.

"ISC" means Indigenous Services Canada.

"NBC" means National Building Code.

"Nepotism" means favoritism granted to friends and relatives regardless of merit.

"Non-members" refers to applicants that are not registered members of Neskonlith Indian Band.

"Privately owned homes" refers to homes where the Band member holds the CP of the land and title to the home is granted by Chief and Council through a resolution. This does not include homes where there is an active Rent-to-Own Agreement in place.

"Proof of Income" is the requirement for the tenant to supply the Neskonlith Indian Band with documentation to verify annual income of the household and can include T-4's, Revenue Canada Notice of Assessment (T451) or other such documented proof of income as required by the Housing Administration.

"Rent" means the amount paid or required to be paid monthly by a tenant to Neskonlith Indian Band for the right to occupy a band-owned housing unit.

"Rental Agreement" means a written rental agreement that is reviewed and re-signed annually between the tenant and Neskonlith Indian Band (as administered by Neskonlith Housing Administration) for the right to occupy a band-owned rental unit.

"Rent-to-Own Agreement" means a written agreement made between Neskonlith Indian Band and a Tenant that is reviewed and re-signed annually, and that gives the Tenant a right to occupy the band-owned unit in exchange for the payment of rent to Neskonlith Indian Band for a fixed period of time until the mortgage on the home and any arrears owing to Neskonlith have been paid in full, at which time title to the home may be transferred from Neskonlith to the Tenant by way of a Council resolution.

"Rent-to-Own Unit" refers to a unit owned by Neskonlith and mortgaged by Canada Mortgage and Housing Corporation (CMHC) that may be transferred to the member through a resolution by Chief and Council once the mortgage has been paid in full and there are no outstanding arrears.

"RRAP" refers to Residential Rehabilitations Assistance Program which is administered by CMHC.

"Tenant" means a person who enters into a Rental or Rent-to-Own Agreement with the Neskonlith Indian Band and agrees to pay rent in return for the right to occupy a Band-owned unit.

Section 1.0

Introduction

1.0 INTRODUCTION

1.1 HOUSING MISSION STATEMENT

To provide adequate, safe, affordable and energy efficient housing options for our members, that meets all applicable building standards.

1.2 HOUSING PRINCIPLES

Neskonlith Indian Band has developed this Housing Policy for the betterment of the community. Having a structured Housing Policy will provide Chief and Council, the Housing Committee, and Housing Administration a framework to deliver the Housing Program in a manner that is unbiased, transparent, and fair.

In conjunction with Chief and Council, the Housing Committee, and Housing Administration the following principles have been established:

1. Chief & Council has delegated the responsibility for all housing related matters to Housing Administration;
2. Build safe, affordable, and energy efficient housing for our members;
3. Develop a maintenance program to ensure that health and safety standards are met within our housing stock;
4. To extend the useful life of our existing housing stock;
5. To create local employment and provide training opportunities for our members to develop certified trade skills;
6. To develop additional housing for members; and
7. To promote home ownership by providing eligible members with access to affordable and competitive mortgages through the Market Based Housing Program or other programs such as the Section ten (10) Ministerial Guarantee program.

1.3 PURPOSE OF POLICY

The purpose of the Housing Policy is to provide guidance through policy and regulations related to the delivery of adequate shelter to community members that meet health, safety, and structural standards. This Housing Policy is intended to:

1. Provide members with an easy-to-use reference for understanding how housing is administered by Neskonlith Indian Band.
2. Ensure fair and equitable treatment of Tenants including a transparent process for complaints and appeals.

3. Set out governance principles and roles and responsibilities underlying Neskonlith Indian Band's housing programs.
4. Help Neskonlith Indian Band protect its investment in housing and respond to the community's housing needs.
5. Protect the rights of Members, Tenants, and Neskonlith Indian Band.

1.4 POLICY REVISION

Neskonlith Indian Band reserves the right to amend this Housing Policy as required in order to provide the most effective administration of the housing program. Housing Administration will make recommendations to Council on required revisions to the Housing Policy with Housing Committee support as required.

Revisions to the Housing Policy must be made by a quorum of Chief and Council and authorized through Band Council Resolution (BCR). Copies of each BCR authorizing a Housing Policy amendment will be appended to the Housing Policy.

1.5 HOUSING ROLES AND RESPONSIBILITIES

1.5.1 Housing Administration Responsibilities

The Neskonlith Housing Coordinator is responsible for the day-to-day management of the Housing Administration and the administration and enforcement of the Neskonlith Housing Policy either directly or indirectly with the assistance of his/her delegates. The Coordinator's responsibilities include:

- Maintaining an active database with regards to all housing units on reserve;
- Keeping a documented record of any information, activity, correspondence, or interaction regarding each housing unit;
- Processing all housing applications including reference and income checks;
- Ensuring Tenants understand and sign Rental Agreements;
- Conducting annual inspection of all Band-owned Rental and Rent-to-Own units and having Tenants review and re-sign Agreements;
- Contacting, notifying in writing, and meeting with Applicants and Tenants as required;
- Notifying Tenants of arrears status;
- Preparing budgets, funding applications, and work orders;
- Consulting with other Neskonlith department staff regarding Applicant and Tenant matters;
- Regularly reporting to the Administrator, Housing Committee, and/or Chief and Council on the state of the housing program;
- Disseminating information to the community regarding the housing program;

- Consulting with the Housing Committee regarding disputes and appeals;
- Working with Tenants and the finance department to develop Arrears Repayment Plans;
- Pre-screening Rent-to-Own Applicants and providing information to the Committee to enable selection;
- Overseeing the administration and construction of new housing units;
- Approving and coordinating all maintenance, repair, or renovation works;
- Developing annual budget and doing quarterly updates;
- Regularly reviewing the Policy to ensure it meets the needs of Neskonlith Indian Band and Tenants;
- Proposing Policy amendments to the Housing Committee as required; and
- Administering and enforcing Tenant violations and penalties in consultation with the Administrator and/or Housing Committee.

1.5.2 Housing Committee

The Housing Committee works with Housing Administration to ensure that housing decisions are made in a fair and objective manner. The Housing Committee's responsibilities are set out in the Housing Committee Terms of Reference.

1.5.3 Chief and Council

Neskonlith Chief and Council are responsible for approving the Housing Policy via resolution at a duly convened Council meeting and authorizing all amendments based on recommendations from the Housing Committee and/or Housing Administration. Council's responsibilities include:

- Approving the Housing Committee structure and terms of reference;
- Reviewing and approving amendments to the Housing policy as presented by Housing Administration and/or Housing Committee;
- Approving the construction of new housing units by way of Council resolution;
- Approving all financial commitments and contracts in accordance with Neskonlith Financial Administration policies and laws;
- Reviewing and approving strategic housing plans, policies, and/or annual budgets;
- Reviewing quarterly reports provided by the Housing Coordinator and Administrator on the state of the Housing Program;
- Directing housing-related inquiries, requests, complaints, or issues to the Housing Coordinator for resolution;

- Providing input, feedback, or guidance as requested by the Housing Coordinator or Housing Committee; and
- Ensuring that Neskonlith Indian Band's housing program operates in a fair and transparent manner that serves the interests of the community as a whole.

1.5.4 Administrator

Neskonlith Indian Band's Administrator is responsible for ensuring that Neskonlith's housing program is being administered in accordance with Neskonlith's operational policies and procedures, laws, and bylaws. The Administrator's housing related responsibilities include:

- Hiring and providing direction and support to the Housing Coordinator in administering the Housing Program;
- Reviewing and approving annual housing budgets;
- Reviewing and authorizing funding applications;
- Authorizing financial penalties (e.g., for damages) and Arrears Repayment Agreements for Tenants, based on recommendation of Housing Coordinator and Finance department;
- Supporting the Housing Coordinator and Housing Committee in the day-to-day application of the Housing Policy;
- Directing housing-related inquiries, requests, complaints, or issues to the Housing Coordinator;
- Holding regular meeting with the Housing Coordinator to review the state of the housing program;
- Resolving disputes between Tenants and the Housing Coordinator if required; and
- Escalating housing matters to the Housing Committee and/or Council in accordance with the Policy and as required.

1.5.5 Tenants

Tenants are responsible for adhering to the terms of their housing agreements with Neskonlith Indian Band including:

- Adhering to the Housing Policy;
- Understanding Tenant roles and responsibilities;
- Contacting the Housing Coordinator regarding any housing-related matters (i.e., not Chief and Council or the Administrator);
- Paying rent in-full and on-time;
- Maintaining the unit and premises in a reasonable state of cleanliness and repair;
- Keeping yard and common areas free from garbage or debris;
- Occupying the unit in accordance with Housing Policy and Housing Agreement;

- Providing written or verbal notification to the Housing Coordinator of any issues with the unit;
- Establishing and following an Arrears Repayment Agreement if unable to meet rent responsibilities;
- Complying with the directives and decisions of the Housing Coordinator, Housing Committee and/or Chief and Council within their respective areas of authority; and
- Adhering to the appeals process in the case of dispute;
- Allowing access to the unit or premises when required;
- Staying current with utility payments (e.g., propane, hydro, telephone); and
- Being a good neighbour, including remaining quiet between 11 pm and 7 am.

1.6 TYPES OF HOUSING

This policy references three types of housing at Neskonlith, each of which is described in this section:

- Band-owned Rental Units
- Rent-to-Own Units
- Privately Owned Homes

The jurisdiction of the Housing Policy is generally limited to Band-owned Rentals and CMHC Rent-to-Own units. References to Privately Owned Homes have been included for convenience and to ensure clarity of expectations related to housing roles and responsibilities.

1.6.1 *Band-owned Rental Units*

Band-owned Rental Units are residential properties owned by Neskonlith Indian Band and rented to members and non-members on a month-to-month basis under the terms of a Rental Agreement. Band-owned Rental Units are located on community land and may be unmortgaged CMHC units or ISC-funded units. Neskonlith is responsible for conducting routine repairs and maintenance required to extend the life of Band-owned Rental Units as funds become available.

1.6.2 *CMHC (Section 95) Rent-to-Own Units*

Rent-to-Own Homes are residential properties with active CMHC Section 95 mortgage agreements in place between Neskonlith Indian Band and CMHC. Rent-to-Own Homes are rented to eligible members with the expectation that ownership of the home will be transferred to the member, by way of Council resolution, once the mortgage has been paid in full and all other terms of the Rent-to-Own Agreement have been met.

1.6.3 *Privately Owned Homes*

Privately Owned Homes are homes owned by members that are located on member-owned land (i.e., land that has been registered via Certificate of Possession, Certificate of Occupation, or a custom

allotment issued by Chief and Council). Privately Owned Homes include Rent-to-Own Homes that have been transferred to the member through a Council Resolution or homes that have been constructed independently by members on CP lands.

Table 1 - Summary of Housing Types

TYPE OF HOUSING	MORTGAGE STATUS	OWNER	OCCUPANTS	LAND LOCATION	RENT/FEES PAID	REPAIRS
BAND-OWNED RENTAL UNITS	Mortgaged or Unmortgaged	Neskonlith	Tenants (member or non-member)	Community Land	Market rents set by Neskonlith Administration	Neskonlith responsible as funds available
CMHC RENT-TO-OWN UNITS	Active mortgage agreement between Band and CMHC	Neskonlith (until transferred to member through Council resolution)	Tenants (members only)	Community Land or CP Land	Rent set by CMHC	Neskonlith responsible using CMHC replacement reserve funds until home paid for
PRIVATELY OWNED HOMES	Mortgaged or Unmortgaged	Member	Member	CP Land or Land Allotted by Council	N/A	Member responsible

1.7 CONFLICT OF INTEREST AND CONFIDENTIALITY

Policy Statement

Neskonlith Indian Band is committed to ensuring all processes are fair and transparent. Band members' personal information collected for housing-related processes will not be shared publicly.

1.7.1 Conflict of Interest

A conflict of interest occurs if an individual exercises a power or performs a duty or function in relation to the Housing Policy, and at the same time knows or ought reasonably to have known that in the exercise of the power or performance of the duty or function, there is an opportunity to benefit the individual's private interests.

Related to the Housing Policy, decision-makers include Chief and Council, members of the Housing Committee, and the Housing Administration. If any of these individuals are involved in a decision that could directly or indirectly benefit the individual's private interests, the following steps should be taken:

1. Disclose the potential conflict of interest to the Administrator, Council, or Housing Committee;
2. If the individual is a Councillor, and has not already done so, disclose the circumstances of the conflict of interest at the next Council meeting. The minutes of the Council meeting must record the Councillor's disclosure.

3. Leave the room during the deliberations with the meeting minutes noting the time of departure and re-entry; and
4. Take no part in a vote nor attempt to influence in any way any discussion or decision respecting the circumstances in which the individual has a conflict of interest.

If the conflict of interest precludes an individual from making a decision on an issue, that issue will then be passed to another decision-maker. If the Housing Manager cannot make a decision then this will be passed to the Administrator. If a member of the Housing Committee must abstain from voting due to a conflict of interest, and the Housing Committee cannot make a vote due to insufficient quorum, then that issue will be passed to Council.

1.7.2 Confidentiality

Personal information pertaining to housing applications, Rental Tenancy Agreements, evictions, appeals, arrears, and any other business pertaining to housing shall be regarded as a confidential matter by the Housing Administration staff, the Housing Committee, and Council and will not be shared publicly at public meetings or through newsletters or other similar means of communication.

1.8 COMPLAINTS AND APPEAL PROCESS

Policy Statement

Band members may appeal any decisions made regarding the enforcement of the Housing Policy.

1.8.1 Complaint Process

Members wishing to make a formal complaint to the Housing Administration are advised to contact the Housing Coordinator during regular working hours and provide a written summary of their complaint including as much detail as possible and any supporting evidence. The Housing Coordinator will receive the complaint, assess the nature and severity of the complaint, and will take action as follows:

1. For minor complaints (i.e., those that do not pose a risk of harm to the safety of others), the Housing Coordinator will encourage Complainants to try to resolve the issue directly with the other party without the involvement of the Housing Administration.
2. If the complaint is more serious or if the Housing Coordinator receives a second complaint on the same issue within 30 days, a letter will be sent to the alleged offending party detailing the complaint, providing direction to comply with the Housing Policy and outlining the consequence of non-compliance;
3. If the Housing Coordinator receives a third complaint within 30 days or if a serious complaint remains unresolved, the Housing Coordinator will take the following steps:
 - a. Contact the alleged offending party by telephone or in person to inform them of the complaint and provide any evidence received in support of the complaint;

- b. Invite the alleged offending party to make a written submission to the Housing Coordinator responding to the complaint within 14 days of being notified of the complaint. These submissions may include supporting evidence;
- c. Review the submission and supporting evidence received from both the complainant and alleged offending party and make a decision on how the complaint or issue will be resolved.
- d. Within 14 days of the last submission, notify the parties of the Housing Administration's decision and the reasons, provide suggestions to resolve the issue, and inform the parties of their right to appeal the decision.
- e. All complaints related to suspected or confirmed illegal activity will be referred directly to the Police with notification to Chief and Council.

1.8.2 Appeals Process

Tenants and members may appeal decisions made by the Housing Coordinator regarding the enforcement of the Housing Policy within 5 (five) working days from the date of notification of any decision, except for decisions regarding Tenant selection.

The Housing Coordinator, Administrator, Housing Committee, and Council will make housing-related decisions within the scope of their roles and responsibilities as outlined in the Housing Policy.

Decisions relating to the selection of Tenants for housing follows a rigorous assessment and selection process and are therefore not subject to appeal. A Member wishing to appeal all other types of housing decisions may do so in accordance with the following procedures:

1. Request to Appeal a Decision

Members may deliver a written request to appeal a housing decision to the Housing Administration within five (5) business days of notification of the Housing Committee's decision.

The written request to appeal shall list the grounds upon which the appeal is based including proof that the decision is not in alignment with the Housing Policy or Rental Agreement.

Chief and Council will not be involved in housing Appeals except at the request of the Housing Committee. Any direct requests from Members to Chief and Council at this stage will be referred back to the Housing Administration.

Members may request a copy of all documents pertaining to their case from the Housing Coordinator but may not request any information pertaining to other clients.

Review applicants are provided the option of presenting their case in person at a hearing or simply via written correspondence (i.e., e-mail or letter).

2. Appeal Hearing

If a Hearing is requested, the Housing Coordinator will contact the Housing Committee to coordinate a date for the appeal hearing. Every effort will be made to hear the appeal within ten

(10) days of the filing of the request to appeal. Once a date for the appeal hearing is set, the Housing Coordinator will notify the Member.

The Member will be invited to make an oral submission to the Housing Committee and Housing Coordinator at an Appeal Hearing. The Member may bring one other person with them to provide support at the Appeal Hearing.

3. Deliberation and Notice of Decision

After the Appeal hearing or after reviewing all the written submissions and facts provided by the Housing Coordinator, the Housing Committee will deliberate and make a decision. The Housing Coordinator will notify the Member in writing of the Committee's decision within 30 business days of receiving the Appeal.

If the Committee cannot make a decision, the matter will be referred to Council for a decision. The Appeal will be added to the agenda of a regularly scheduled Council meeting and all of the written documentation will be provided to Council in advance of the meeting. Council may, at its discretion, invite the Appellant, the Housing Coordinator, and/or a delegate of the Housing Committee to make a presentation to Council on the matter.

Council will make a decision which will be final and binding. The decision will be recorded in the Council minutes. The Housing Coordinator will notify the Member of the decision in writing, including the reasons for the decision, by mail within ten (10) days of the decision by Council.

1.9 ZERO TOLERANCE FOR NEGATIVE BEHAVIOUR

Policy Statement

Neskonlith Indian Band is committed to protecting the safety of all members. Behavior that negatively impacts the Band and its members will not be tolerated.

1.9.1 Zero Tolerance for Abusive Behavior

Physically or verbally abusive behaviour will not be tolerated. Instances of abusive behaviour will be recorded by the Housing Administration and may negatively impact the offending individual's ability to successfully secure housing in the future.

Similarly, abusive behaviour from Housing Administration employees, Housing Committee or Council toward community members will not be tolerated. In this case, a formal complaint may be lodged through the process described in this policy.

1.9.2 Zero Tolerance for Criminal Activities

Neskonlith Indian Band will not tolerate criminal activities occurring on reserve or within Neskonlith's housing units. This includes, but is not limited to, the possession of drugs, weapons, or stolen property and illegal activities such as violence, prostitution, or gang activity. If criminal activity is suspected, the police will be called, and immediate steps will be taken to intervene. Criminal activity is grounds for immediate eviction.

- End of Section -

Section 2.0

CMHC Section 95 Rent-to-Own

2.0 CMHC (SECTION 95) RENT-TO-OWN POLICIES

Policy Statement

The CMHC Rent-to-Own Program creates the opportunity for Members to rent a home from Neskonlith Indian Band with an option to have the ownership title transferred to them, by way of a Council resolution, when the 25-year mortgage has been paid in full and all other conditions of the Rent-to-Own Agreement have been fulfilled. Neskonlith Indian Band is the sole borrower and owner of the CMHC Section 95 Home until the mortgage has been completely paid by the Tenant. Once the ownership has been transferred to the Tenant via Council resolution the home is reclassified as a Privately owned home.

2.1 LOCATION OF RENT-TO-OWN HOUSING

Rent-to-Own units may be built on community land or CP land. Where the Rent-to-Own Home is located on CP land, the CP land will be temporarily assigned to Neskonlith Indian Band as collateral until the mortgage has been paid in full.

2.2 OWNERSHIP AND MAINTENANCE RESPONSIBILITIES FOR RENT-TO-OWN UNITS

Policy Statement

Ownership and maintenance responsibilities of the CMHC Section 95 Home fall to Neskonlith Indian Band until the mortgage has been completely paid by the Tenant. After signing a Rent-to-Own Agreement, the Tenants are subject to the Tenant policies contained in this Housing Policy.

Neskonlith Indian Band is the sole borrower and owner of the CMHC Section 95 Home until the mortgage has been completely paid by the Tenant. Once the mortgage has been paid and all terms of the Rent-to-Own Agreement have been satisfied, the member may apply to have the ownership transferred to the Tenant via a Council resolution made at a duly convened Council meeting. Once Council has transferred the home to the Tenant, the home is reclassified as a Privately owned home.

Neskonlith is responsible for routine repairs and maintenance to maintain Rent-to-Own Homes using funding provided by CMHC while the home is mortgaged. Once the mortgage has been satisfied and the home has been transferred to the Member through a Council Resolution, the home becomes a Privately Owned Home, and the Member assumes all responsibility for repairs and maintenance.

After signing a Rent-to-Own Agreement the Tenants enter into a Tenant/Landlord relationship with Neskonlith Indian Band and are subject to the Tenant policies contained in this Housing Policy.

2.3 RENT-TO-OWN ELIGIBILITY

Policy Statement

Neskonlith Indian Band encourages home ownership for all Band members who wish to pursue it.

The CMHC Section 95 Rent-to-Own program is available to registered Members of Neskonlith Indian Band who:

1. Have completed an application and provided necessary supporting documentation (e.g., References and proof of income);
2. Are at least 18 years of age;
3. Have no outstanding debts or arrears with Neskonlith Indian Band;
4. Can provide at least 3 references (council references are not permitted);
5. Have not been evicted from a Neskonlith unit within the past 2 years;
6. Can demonstrate consistent income and can afford to make the monthly utility payments and rent payment, which for clients on social assistance is equivalent to the maximum shelter allowance;
7. Are able to meet the tenant responsibilities outlined in the rent-to-own agreement and housing policy;
8. Agree to annual home inspection; and
9. Sign the rent-to-own agreement and agree to review and re-sign the agreement annually.

2.4 RENT-TO-OWN APPLICATION

Policy Statement

Members who are 18 years of age or older and meet the eligibility requirements in accordance with the Housing Policy can complete a Rent-to-Own application.

The following steps will be taken to apply for Rent-to-Own housing:

1. Members who meet the eligibility requirements for the Rent-to-Own program must submit a detailed application form and supporting documents (e.g., references and proof of income) to the Housing Administration.
2. The Housing Administration will record the date the application is received.
3. If there are no Rent-to-Own units available, Applicants will be added to a waitlist that is managed by the Housing Administration.
4. To ensure that only current information is used, Applicants are required to fill out a new Housing Application Form for each new housing competition. Unsuccessful Housing Applications will not be kept on file after the selection decision has been made.
5. The Housing Coordinator conducts a first review to verify that Applicants meet the eligibility criteria.
6. The Housing Coordinator prepares the Applicant Evaluation Form.

7. The Housing Coordinator convenes a Housing Committee meeting to review the Applicants.

2.5 RENT-TO-OWN TENANT SELECTION

Policy Statement

The purpose of the Rent-to-Own tenant selection criteria is to select applicants on the basis of relative merit and in accordance with the community housing goals and the approved Housing Policy.

Applicants will be selected based on merit and in accordance with the community housing goals and the approved Housing Policy. Completed applications will include all of the information necessary for the Housing Coordinator to develop an Anonymous Candidate Evaluation Form.

Given the high demand for housing, an Anonymous Housing Candidate Evaluation Form is used to fairly and objectively evaluate and select Candidates for Rent-to-Own housing. The following criteria will be used to assist in selecting the most eligible Candidates for Rent-to-Own housing:

1. The Candidate's overall eligibility;
2. The suitability of the Candidate in relation to the size and type of housing available;
3. The Candidate's demonstrated level of need with preference given to families with children, Elders, and persons with special needs;
4. History as a good tenant;
5. Length of time on the housing wait list; and
6. All other things being equal, the date of the application.

The Tenant Selection process is as follows:

1. The Housing Committee reviews the information contained on the Evaluation Form and scores each Applicant based on the selection criteria.
2. The Housing Committee selects the most eligible Applicant based on the highest score.
3. If multiple Applicants achieve equal scores the first application received by the Housing Administration will be selected.
4. The Housing Committee makes a written recommendation to Chief and Council identifying which Applicant(s) should be offered the Rent-to-Own unit based on the evaluation process.
5. Chief and Council complete a BCR documenting which Applicant(s) will receive Rent-to-Own housing.
6. The Housing Coordinator contacts the successful Applicant(s) and offers to enter into a Rent-to-Own Agreement.
7. Applicants have 7 days to accept the offer. If the offer is not accepted within 7 days, the offer will be rescinded and the housing will be offered to the next most eligible Applicant.

8. Unsuccessful Applicants are responsible for following up with the Housing Administration to determine the status of their Housing Application.
9. Because a fair and transparent process has been followed, there will be no appeals process related to the allocation of new Rent-to-Own housing.

2.6 RENT-TO-OWN AGREEMENT

Policy Statement

The Rent-to-Own Agreement has been developed to protect the unit, the Tenant, and Neskonlith Indian Band. The Rent-to-Own Agreement sets out the Tenant's obligations and the obligations of Neskonlith Indian Band related to the administration of Rent-to-Own units. These agreements will be renewed annually.

- The Rent-to-Own Agreement protects the unit, the Tenant, and Neskonlith Indian Band by setting out the Tenant's obligations and the obligations of Neskonlith Indian Band related to the administration of CMHC Section 95 Rent-to-Own Units.
- Rent-to-Own Agreements are prepared to reflect the rules set out in this CMHC Section 95 Rent-to-Own program and the Neskonlith Housing Policy.
- The Housing Administration will complete an in-person meeting with the Tenant(s) to explain all aspects of the CMHC Rent-to-Own program and the Rent-to-Own Agreement. Housing Administration shall review all rules imposed on Tenants, charges payable by Tenants, consequences for breach of the Rent-to-Own Agreement and process for transferring title of the home once the terms of the Agreement have been satisfied.
- The Rent-to-Own Agreement shall be signed by the Housing Administration and the Tenant(s) prior to occupancy of the unit by the Tenant(s).
- The original copy of the Rent-to-Own Agreement shall be kept by the Housing Administration, a copy shall be provided to the Tenant(s).
- The Rent-to-Own Agreement shall be reviewed and renewed on a yearly basis to reflect any policy updates or when circumstances change, as well as when the list of occupants, contact information, or rent amount changes.
- Each Rent-to-Own Agreement shall describe the Tenant's responsibility for rent payments, regular unit maintenance, snow removal, utility payments, and agreement to Neskonlith's housing policies.
- The Primary Tenant must sign the Rent-to-Own Agreement.
- All Rent-to-Own Agreements shall be reviewed and renewed April 1st regardless of when the Tenant occupied the unit.

2.7 TRANSFER OF OWNERSHIP FROM NESKONLITH TO TENANT

Policy Statement

Neskonlith Indian Band is committed to supporting home ownership for all Band members that comply with their Rent-to-Own agreement.

Neskonlith Indian Band has entered into operating agreements with CMHC for terms up to 25 years. Once the agreements have fully matured, the units are no longer subject to the terms of the CMHC operating agreement, and Neskonlith Indian Band can, at its discretion, transfer ownership of the units to Band members using the following process.

1. The Housing Administration will notify an eligible Tenant in writing when the Finance Department verifies that the mortgage has been discharged.
2. A Band member may not pay their mortgage before the CMHC amortization period is complete, as the unit would then be ineligible for the unit subsidy which helps to support ongoing maintenance. However, the Band will not transfer the parcel to the Tenant until the mortgage has been discharged and all of the terms and conditions of the Rent-to-Own Agreement have been satisfied.
3. Once all of the terms and conditions of the Rent-to-Own Agreement have been satisfied, Tenants may then make a request to Council to transfer ownership of the unit to them. The following criteria shall apply in transferring ownership to Tenants:
 - a. There are no arrears on the unit; and
 - b. The Tenant can demonstrate his/her ability to take over full responsibility for all costs associated with home ownership including insurance, maintenance, and upkeep. Maintenance costs are assumed to be 2% of homes' average value on reserve and assumptions will be made for insurance.
4. Once Council has passed a resolution transferring ownership, the unit will become privately owned and the Tenant will no longer pay monthly rent and will become responsible for all maintenance and upkeep of the home including insurance. It is possible that the homeowner enter into a Maintenance Agreement with Neskonlith if they prefer.
5. At this time, the Tenant may apply for CP land status with ISC or CP lands temporarily assigned to Neskonlith as collateral will be transferred back to the Tenant.

2.8 RECLASSIFICATION OF UNMORTGAGED RENT-TO-OWN UNITS

Policy Statement

Neskonlith Indian Band acknowledges that home ownership is not preferred by all Band members. Neskonlith Indian Band will not pursue home ownership if the tenants do not wish to.

There may be circumstances where the mortgage has been paid in full on the Rent-to-Own unit but the Tenant does not have the financial means to take over ownership of the home. In this case, the Tenant

may make an application to Chief and Council to have the home reclassified as a Band-Owned Rental Unit. Chief and Council may choose to reclassify the home as a Band-owned Rental unit and charge rent at an amount to be decided by Council based on recommendations from the Housing Committee and/or Housing Administration.

Council may, at their discretion, reclassify Rent-to-Own Units to Rental Units subject to the following conditions:

1. The unit will remain property of Neskonlith Indian Band once the mortgage has been paid in full;
2. The Tenant will enter into a new Rental Agreement that shall be signed by the Tenant(s) and Neskonlith Indian Band Housing Administration;
3. The Rental Agreement will stipulate terms and conditions of occupancy, rental rates, occupancy charges, Tenant responsibilities, Neskonlith Indian Band responsibilities, and any other term of agreement;
4. Tenants on Social Assistance or Elders on a limited fixed income are eligible for this program;
5. Occupancy fees will be based on bedroom count and will be pro-rated, if members within the household are over 18 years of age or employed;
6. Housing Administration must be notified of any changes to household occupancy within thirty (30) days of the change;
7. Occupancy fees will be used to cover maintenance, upkeep and insurance; and
8. Funds collected will be segregated from other rental units and will be used exclusively on the home that is being charged occupancy.

2.9 RE-ALLOCATION OF RENT-TO-OWN HOMES STILL UNDER MORTGAGE

Policy Statement

Neskonlith Indian Band is committed to offering the Rent-to-Own opportunity to other Band members if a Rent-to-Own Home is returned, abandoned, or confiscated during the term of a tenancy.

Neskonlith retains the ownership to all Rent-to-Own Homes until the mortgage for the house is discharged in accordance with the terms of the Rent-to-Own Agreement and all payments obligations in the Rent to Own Agreement are met.

If a Rent-to-Own Home is returned, abandoned, or confiscated during the term of the tenancy and before the mortgage has been discharged, the Housing Administration will resume possession of the Rent-to-Own Home. Neskonlith will re-allocate the Rent-to-Own Home to the next qualified applicant on the Waiting List in accordance with this Policy, and may offer the new Tenant the option to purchase the Rent-to-Own Home through a new Rent-to-Own Agreement.

To be eligible to be assigned a Rent-to-Own, the new Tenant must:

1. Meet all the eligibility criteria for a Rent-to-Own Agreement as set out in Sections 6.1 to 6.3 of this Policy; and
2. Agree to pay Rent, without assistance from Neskonlith or any social assistance program, for the minimum range of years stipulated in the table below, depending on the age of the Rent-to-Own Home at the time of re-allocation.

Age of Home when Tenant Began Occupation of the Unit (Based on anniversary date of the mortgage)	Years of Payment Required
0 – 10 years	Until the end of the mortgage
11 + Years	15 years

Should Tenants transfer homes to their children, the children will receive credit for the years that their parents paid into the Rent-to-Own Agreement.

2.10 TEMPORARY ASSIGNMENT (SUB-LETTING) OF RENT-TO-OWN UNITS

Policy Statement

Neskonlith Indian Band allows subletting of Rent-to-Own units if the Tenant agrees to follow the policies outlined below.

Neskonlith is the owner of all Rent-to-Own homes until the mortgage has been fulfilled and a Resolution has been issued by Council transferring ownership to the Tenant. As the owner and landlord, Neskonlith retains the right to determine occupancy of the Rent-to-Own unit and expects that the Members who have entered into the Rent-to-Own Agreement with Neskonlith will be the Tenant.

Neskonlith Indian Band may consider allowing a Rent-to-Own Tenant to sublet the unit for up to two years if they need to leave the community for any of the following reasons:

1. Health reasons (requiring treatment elsewhere or long-term hospitalization)
2. Education reasons (e.g., leaving to attend a full time education program)
3. Employment reasons
4. Other extenuating circumstances that require an extended absence

The sub-letting procedure for Rent-to-Own units is as follows:

1. The Tenant will contact the Housing Coordinator in writing to request that the home be sub-let.
2. The Housing Coordinator will provide a Temporary Housing Release Form to be completed and submitted with supporting documents (e.g., a physician's note or proof of enrollment, letter of employment, etc.).

3. Tenants are responsible for identifying other member(s) to take over the rental payments and maintain the unit in their absence and must work with the Housing Administration to coordinate the transfer of Tenancy. Non-members are not eligible tenants in Rent-to-Own Units.
4. The new Tenant must meet all the basic requirements of an ordinary applicant applying for rental housing.
5. The new Tenant will be required to sign a Rental Agreement and will be subject to the housing policy and the terms and conditions outlined in the Rental Agreement.
6. The original Tenant will be responsible for any damages caused by the new Tenant.
7. The new Tenant must state, in writing, that he/she is aware of their responsibility for securing their own accommodations after the Rental Agreement expires.
8. The Housing Coordinator will conduct a home inspection with both Tenants (original and new) and the new Tenant will accept the unit on an “as is” basis.
9. For the duration of the sub-let the new Tenant agrees to maintain the upkeep of the unit and pay all costs associated with upkeep. Failure to do so will result in an end to the Rental Agreement and the new Tenant’s name being removed from housing rental eligibility until all debts are paid in full.
10. The Terms of the original Rent-to-Own Agreement with the original Tenant will remain in force during the sub-let. In situations where the new Tenant is evicted because of breaching the Rental Agreement or moves out, the original Tenant will be required to find a new qualified Tenant within 30 days of the move-out date or will be required to cede the Rent-to-Own unit. If the reason for eviction is rental arrears, the original Tenant will be responsible for ALL arrears incurred by the new Tenant.
11. The Rental Tenancy Agreement is subject to cancellation upon the mutual agreement of all three parties (Housing Administration, original Tenant and new Tenant) with sixty (60) days notice, after which the original Tenant can move back into the residence.

2.11 DEATH OF A TENANT (RENT-TO-OWN UNIT)

Policy Statement

Neskonlith Indian Band is committed to offering the Rent-to-Own opportunity to other Band members if a Tenant of a Rent-to-Own Home dies during their term of tenancy and before the mortgage has been discharged.

- If a Tenant of a Rent-to-Own Home dies during the term of the tenancy and before the mortgage has been discharged, and the deceased Tenant has left a will bequeathing the Rent-to-Own Home to a named beneficiary, the beneficiary may apply to the Housing Administration to acquire the house in accordance with the following sections.
- If the deceased Tenant maintained a life insurance policy naming Neskonlith Indian Band as the beneficiary of the policy, the Band Administration will take whatever steps are necessary to ensure

that the proceeds from the life insurance policy are used to pay out any outstanding mortgage amount, arrears, or other debts attached to the Rent-to-Own Home, and any proceeds remaining after all the debts are satisfied shall be distributed to the Tenant's heir.

- Council will then transfer the lot for the Rent-to-Own Home to the Tenant's heir in accordance with the Tenant's wishes, provided that the heir is eligible to be allotted a lot in accordance with the Neskonlith policies. If the deceased Tenant had not purchased life insurance, or the life insurance lapsed, is insufficient to pay off the outstanding debts associated with the Rent-to-Own Home, or is otherwise invalid, and the Tenant's estate does not have sufficient capital upon liquidation of the Tenant's assets to pay off the outstanding mortgage amount, the Tenant's arrears or other debt related to the Rent-to-Own Home, the Tenant's heir may still acquire the Rent-to-Own Home through Council assigning the Rent-to-Own Agreement to the heir, provided that the heir meets the eligibility criteria for a Tenant of a Rent-to-Own Home, as set out in this policy and all obligations in respect of the outstanding mortgage will be transferred to the heir as the new Tenant of the Rent-to-Own Home.
- If Tenant of a Rent-to-Own Home dies intestate (without a will), ISC will appoint an executor who may assign the Rent-to-Own Agreement to the deceased's next of kin in accordance with the priority rules set out above in respect of Rental Units, provided that the next of kin is a Band Member and meets the eligibility requirements to enter into a Rent-to-Own Agreement as set out in this policy.
- If a deceased Tenant's heir is unwilling or ineligible to assume the responsibilities of the Rent-to-Own Agreement, the Rent-to-Own Home shall be re-allocated in accordance with this Policy and the Waiting List.
- If a Tenant of a Rent-to-Own Home dies after the mortgage has been discharged, but before exercising the option to purchase, and there are no arrears or other debts attached to the Rent-to-Own Home, or the Tenant's estate is sufficient upon liquidation to satisfy such debts, Council will transfer the LOT for the Rent-to-Own Home to the beneficiary named in the deceased Tenant's will, or if there is no will, ISC shall appoint an executor who may assign Rent-to-Own to next of kin.
- Efforts will be made to transfer the Rent-to-Own unit to eligible next of kin who are member(s), in the following order:
 - Spouse/Partner;
 - Children over 18 years of age;
 - Guardians of children under the age of 18; and
 - Another family member willing to assume responsibilities of the Rent-to-Own Agreement.
- In the event of the death of a Tenant who lives alone, the Housing Administration will provide the family with a thirty (30) day grieving period before consulting with family members regarding the status of the Rent-to-Own unit. After the thirty (30) day grieving period, the family, friends or executor will be required to arrange with the Housing Administration to access the unit for the

purpose of removing all personal belongings. The unit must be vacated in sixty (60) days following the death of the Tenant.

- Neskonlith will make efforts to have the home transferred to a qualified member of the deceased Tenant's family. If no eligible family members wish to take over the unit, the unit shall revert to Neskonlith for reallocation.

The following policies apply related to the occupancy and transfer of Rent-to-Own Units to non-members:

- In the event of the death of a Neskonlith member who has a surviving non-member spouse/partner, and the non-member spouse/partner has no member children, he or she will be entitled to remain in the home as a Tenant, subject to compliance with this Housing Policy and the Rent-to-Own Agreement for three months or a longer period of time to be determined by Chief and Council.
- In the event of the death of a Neskonlith member who has a surviving non-Neskonlith member spouse/partner, and the non-Neskonlith member spouse/partner has custody of Neskonlith member child(ren) under the age of nineteen (19), they will be subject to compliance with this Housing Policy and the Rent-to-Own Agreement, and will be entitled to remain in the home until the youngest Neskonlith member dependent turns nineteen (19) years of age at which point the most qualified Neskonlith member child must take possession of the unit. If no qualified Neskonlith member child is willing or able to take possession of the home, the non-Neskonlith member Tenant will be entitled to remain in the unit as a Tenant for a period of time to be determined by Chief and Council.

2.12 MARITAL BREAKDOWN (RENT-TO-OWN UNIT)

Policy Statement

Neskonlith Indian Band believes that children and families should not become homeless as a result of marital breakdown.

If there is a marital breakdown in the context of a Rent-to-Own Agreement, the determination of which party will retain possession of the Rent-to-Own Home will be made in accordance with this Policy.

2.12.1 Marital Breakdown: Joint Tenants with no children

If Joint Tenants separate and are unable to agree within 30 days of the separation as to which Joint Tenant will retain possession of the Rent-to-Own Home, each individual Joint Tenant will submit a new Housing Application to the Band Administration.

Housing Administration will review and score the applications in accordance with this Policy and forward the applications to the Housing Committee. The Housing Committee will review the scores and assign the Joint Tenant with the highest score the possession of the Rent-to-Own Home, provided that Joint Tenant meets the eligibility criteria for tenancy and, where applicable, can demonstrate that he/she is able to meet the mortgage obligations on his/her own.

2.12.2 Marital Breakdown: Joint Tenants with children

If the Joint Tenants have children, the Joint Tenant who has primary care of the children will retain possession of the Rent-to-Own House.

If custody of the children is equally split between the Joint Tenants, the Housing Committee will meet with both parents and attempt to negotiate a resolution agreeable to the parties. If the parties cannot agree, each individual Joint Tenant will submit a new Housing Application to the Band Administration. The Band Manager will review and score the applications in accordance with 2.5 of this Policy and forward the applications to the Housing Committee. The Housing Committee will review the scores and assign the Rent-to-Own Home to the Joint Tenant with the highest score provided that Joint Tenant meets the eligibility criteria for tenancy and, where applicable, can demonstrate that he/she is able to meet the rental obligations on his/her own.

2.12.3 Marital Breakdown: Non-member Spouse with children

If a Tenant and his/her Non-member Spouse separate and there are children of the relationship, the following rules apply:

1. If the Tenant has primary care of the children, regardless of whether the children are Band Members, the Tenant will retain possession of the Rent-to-Own Home.
2. If the Non-member Spouse has primary care of the children, and the children are Band Members, the Non-member Spouse will retain possession of the Rent-to-Own Home on behalf of the children until they reach the age of 18, or until the Non-member Spouse no longer has primary care of the children. As legal guardian on behalf of the children, the Non-member Spouse will enter into a Rent-to-Own Agreement with Neskonlith.
3. If the house is a Rent-to-Own Home, the Tenant or Non-member Spouse who retains possession of the Rent-to-Own Home must be able to meet the mortgage obligations on his/her own in order to be permitted to retain possession.
4. Where a Non-member Spouse retains possession of a Rent-to-Own Home on behalf of Band Member children, the Rent-to-Own Agreement will stipulate that the Non-member Spouse is responsible to pay the mortgage on behalf of the Band Member children, but only the Band Member children will have the option to purchase the Rent-to-Own Home at the end of the mortgage, provided that they meet the eligibility requirements for a Rent-to-Own Home upon coming of age.

3.0 TENANT/RENTAL POLICIES

Policy Statement

Tenant (Rental) policies apply to all Band-owned units. Tenants living in units owned and administered by Neskonlith Indian Band are responsible for adhering to the Tenant Policies. Rent-to-Own units are band-owned until the mortgage is paid in full and Council has transferred ownership to the member by way of a Council resolution. See Rent-to-Own Policies in Section 2 for specific Rent-to-Own Policies.

3.1 TENANT ELIGIBILITY AND APPLICATION REQUIREMENTS (RENTAL UNITS)

Policy Statement

Members who are 18 years of age or older can complete a Housing Application and have their name added to the housing wait list in accordance with this Housing Policy.

- Only registered members are eligible to be primary tenants in rental units owned by Neskonlith Indian Band.
- To apply to rent a Band-owned Rental Unit, a Band member must be at least 18 years of age, with the exception of a 16 or 17-year old Band member who can demonstrate that he or she has withdrawn from parental control.
- A Housing Application must be completed and submitted to Housing Administration and it must be updated annually.
- Applicant must provide at least three (3) written references, which could include employer/ social services worker, present/ previous landlord, or a person not immediately related to the applicant. References from Chief and Council will not be accepted for conflict of interest reasons and to keep the application process unbiased and transparent.
- The applicant will provide evidence of sufficient income to support rental payment (pay stubs, training allowance, or from Social Services - consent release forms).
- Applicants who are in arrears with Neskonlith Indian Band will not be considered for new housing until the debts are paid in full or an arrears repayment plan is filled in and signed.
- Due to the size of the wait-list of housing, existing tenants will not be eligible for a new allocation unless there is evidence of overcrowding or medical issues.
- Band members will be responsible to have an updated application on file with the Housing Administration, who shall provide updates to the Housing Committee.
- If at any time after allocations have been awarded, and situations have changed within the family make-up, the Housing Committee reserves the right to re-assess the allocation, this will be on a

case by case basis.

- Prior to moving in, the tenant shall provide a damage deposit equivalent to half month's rent.

3.2 TENANT SELECTION CRITERIA (RENTAL UNITS)

Policy Statement

The purpose of the selection criteria is to select applicants on the basis of relative merit and in accordance with the community housing goals and the approved Housing Policy.

- Interested applicants may obtain a Rental Application form from the Housing Coordinator.
- Application forms must be fully completed and submitted with supporting documents demonstrating that the applicant meets the eligibility requirements (see Section 3.1).
- Completed application forms will provide enough information for Housing Administration to assess the applicant's suitability using a point rating scale that assesses the applicant's current living conditions, affordability analysis (utilities and rent), and size and structure of family.
- Since the Housing Administration is unlikely to receive sufficient funding in any one (1) year to provide housing to all applicants, a point system will be used to determine who will get housing in any particular budget year. This system will serve as a tool to ensure that no nepotism or conflict of interest arises.
- Applicants will be scored using the following criteria:
 - Length of time on the housing wait list up until five years (no additional points will be obtained past five years although a note will be made of applicants who reach out to renew their application).
 - Family size and structure including membership status, number of children, single parents, and number of household members with special needs.
 - Current living conditions including health and safety risks, temporary housing status, and overcrowding.
 - Financial considerations including sources of income, level of income, credit rating and shelter allowance. Housing Administration can provide an Affordability Analysis Worksheet to applicants to help them determine the level of rent they can afford to pay.
- The Housing Administration will assign points to each application and then applications will be reviewed by the Housing Committee. Committee members will be required to declare a conflict of interest as outlined in this policy.
- If a tie should exist, the first recorded application will be awarded the housing.
- Tenants may be rejected for the following reasons:
 - The applicant is under the age of 16;

- The applicant has provided incomplete or false information;
- The application is over 2 years old and has not been updated;
- The applicant cannot afford the unit and all personal expenses;
- The applicant has a bad credit rating or is not in good standing with Neskonlith Indian Band;
- The applicant has a history of not complying with the Rental Agreement; and
- The applicant has been evicted by Neskonlith within the last two years.

3.3 RENTAL AGREEMENT (RENTAL UNITS)

Policy Statement

The Rental Agreement has been developed to protect the rental unit, the Tenant, and Neskonlith Indian Band. The Rental Agreement sets out the Tenant's obligations and the obligations of Neskonlith Indian Band related to the administration of Band-owned Rental Units. These agreements will be renewed annually.

- Rental Agreements are prepared to reflect the goals set out by Neskonlith Indian Band and rules set out in this Rental Housing Policy.
- The Housing Administration will complete an in-person meeting with the Tenant(s) to explain all aspects of the rental program and the Rental Agreement. Housing Administration shall review all rules imposed on Tenants, charges payable by Tenants, and consequences for breach of the Rental Agreement.
- The Rental Agreement shall be signed by the Housing Administration and the Tenant(s) prior to occupancy of the unit by the Tenant(s). The original copy of the Rental Agreement shall be kept by the Housing Administration, a copy shall be provided to the Tenant(s).
- The Rental Agreement shall be renewed on a yearly basis to reflect any policy updates or when circumstances change, as well as when the list of occupants, contact information, or rent amount changes.
- Each Rental Agreement shall describe the Tenant's responsibility for rent payments, regular unit maintenance, snow removal, utility payments, and agreement to Neskonlith's housing policies.
- All adults in the unit must sign the Rental Agreement.
- All Rental Agreements shall be renewed April 1st regardless of when the Tenant occupied the unit.

3.4 ABANDONED UNITS (ALL BAND-OWNED UNITS)

Policy Statement

To ensure rental units are fully occupied at all times, Neskonlith Indian Band will reallocate unit(s) abandoned if the original Tenant no longer resides in the unit and has left the community. The unit will be re-allocated to other members in need of housing.

An abandoned unit is defined as:

- A unit that is unoccupied for more than 30 days by the original Tenant;
- No rent payments are being made;
- No utilities have been paid;
- Tenant has left the home or community without advising the Housing Administration; and
- Exceptions will be made for school or temporary job relocation.

If a unit is thought to be abandoned, the Housing Administration will provide the Tenant with a written notice asking them to confirm their residency, and the tenant will have 15 days to respond to the notice. In such cases where no response has been received, the house will be re-allocated based on the selection criteria and housing wait list. Any arrears and damages shall be the responsibility of the tenant.

During the winter months, from November to March, in order to prevent damage to the rental unit due to heat loss, if a unit is thought to be abandoned, the Housing Administration will provide the Tenant with a written notice asking them to confirm their residency, and the Tenant will have 24 hours to respond to the notice. The notice shall be hand delivered by the Housing Administration and posted on the door. In such cases where no response has been received, the house will be re-allocated based on the selection criteria and housing wait list. Any arrears and damages shall be the responsibility of the original Tenant.

3.5 TRANSFER OF TENANCY (RENTAL UNITS)

Policy Statement

Under certain circumstances, Tenants may request to transfer their tenancy on a temporary basis, provided they intend to return to the community. All transfer(s) of tenancy must be approved by the Housing Committee.

Tenants may request that the Housing Committee temporarily transfer tenancy to another Band member for the following reasons:

- Health reasons (e.g., requiring long-term hospitalization);
- Education / returning to school;
- Work; and
- Other personal circumstances.

For temporary transfers, which will be up to a maximum of two (2) years, the Transfer of Tenancy form (Appendix B) and letter explaining the situation shall be completed by the Tenant and submitted to the Housing Committee for approval. In situations where the Tenant has made arrangements for another Band member to reside in the home, the original Tenant will be responsible for any damages and the

new Tenant must pay the rent and utilities.

For education transfers, a letter of acceptance and proof of enrolment must be submitted prior to approval. The length of the transfer will be for the duration of the program they are enrolled in and must be renewed on a yearly basis with the Housing Administration.

Tenants who take medical transfer will be required to provide a letter from their Physician stating the need for extended out of town treatment and approximate time.

The new Tenant must sign state, in writing, that he/she:

- Is aware of their responsibility for securing their own accommodations after the housing contract expires;
- Accepts the unit on an "as is" basis;
- Agrees to maintain the upkeep of the unit;
- Will abide by the terms of the rental or rent-to-own agreement; and
- Will ensure all payments are made to ensure the unit remains in good standing.

Failure to meet these commitments will result in the new Tenant's name being put on hold on the housing wait list until all debts are paid in full.

Under a transfer arrangement, the terms of the original lease agreement will remain in force. In situations where the new Tenant is evicted as a result of breaching the Rental Agreement, the original Tenant will be required to find a new Tenant. If the reason for eviction is rental arrears, the original Tenant will be responsible for ALL arrears incurred by the new Tenant. If the original Tenant is unable to find a new Tenant, the unit will be re-allocated by the Housing Committee to another member for the remaining period.

The transfer arrangement is subject to cancellation upon the mutual agreement of both parties with 60 days' written notice, after which the original tenant can move back into the residence.

Band-owned units may not be transferred to another Tenant without the written approval of the Housing Committee. The Housing Committee will review all requests for temporary transfer of tenancy and make decisions on a case-by-case basis.

Tenants may not transfer Band-owned units to another Tenant if they no longer require the unit. Instead, the Tenant must provide Housing Administration with 30 days' notice to vacate the unit so it can be re-allocated by the Housing Committee using the selection process outlined in this Policy.

3.6 OCCUPANCY AND OVERCROWDING (RENTAL UNITS)

Policy Statement

Neskonlith Indian Band is committed to reducing overcrowding where possible.

- To avoid overcrowding, the Rental / Rent-to-Own Agreements specify who is authorized to reside in the unit. Tenants shall keep Housing Administration advised of all persons living in the unit as

per the Agreement, and shall ensure that only persons who are immediate family members (i.e., spouse, dependent child, parents) reside in the unit unless otherwise approved by Housing Administration.

- To the greatest extent possible, Neskonlith Indian Band follows the National Occupancy Standards to avoid overcrowding [Housing suitability of private household \(statcan.gc.ca\)](https://www.statcan.gc.ca/), while recognizing that there is an insufficient amount of housing to meet the community's housing needs and some exceptions may be required.
- Housing Administration must be notified of children returning from Ministry care to their family home. Efforts will be made to ensure the rental unit is of a sufficient size to safely accommodate the family.

3.7 PAYMENT OF RENT (ALL BAND-OWNED UNITS)

Policy Statement

Tenants are required to pay rent on a timely basis to the Neskonlith Indian Band Housing Administration. Rent payments contribute toward the cost of housing. Funds collected as rental payments will be used to protect the community's investment in Band-owned housing and to maximize housing resources.

Rent is due on the 1st of the month. All current Tenants occupying a unit have agreed to pay rent, as stated on the signed Rental Agreement, with Housing Administration. For Tenants on Income Assistance, direct payment will be made by the Social Department. Band employees must make arrangements for wage deduction.

Payments can be made at the Neskonlith Indian Band Administration Office by cash, money order, or certified cheque, or e-transfer.

3.8 RENTAL RATES (RENTAL UNITS)

Policy Statement

Rental rates have been established to ensure affordable housing to all members and to ensure that housing remains viable.

The rental rates for Rent-to-Own units are based on the CMHC operating agreement and rates for Band-owned rental units are set by Housing Administration and approved by Council. Rental rates are reviewed annually and are subject to change. Tenants will be provided with three months' written notice of any changes to rent.

3.9 DEATH OF TENANT (RENTAL UNITS)

Policy Statement

In the event of a Tenant's death, every effort will be made to ensure the tenancy of the rental unit is

transferred to another eligible adult living within the household who is capable of assuming the responsibilities contained in the original Rental Agreement.

A new agreement must be signed with Neskonlith Indian Band Housing Administration. If an eligible family member is not identified to take over the unit, it shall revert back to the Housing Committee for reallocation.

For single tenants, or tenants who live alone, the Housing Administration will wait 15 days to consult with family members. After the 15-day period, the family, friends, or executor(rix) will be required to make the necessary arrangements to have access to the rental unit and remove all of the personal belongings.

3.10 MARITAL BREAKDOWN (RENTAL UNITS)

Policy Statement

Neskonlith Indian Band believes that children and families should not become homeless as a result of marital breakdown.

- In the case of marital breakdown, where one (1) of the parties is not a Neskonlith Indian Band member, the agreement should remain in the name of the Neskonlith Indian Band member except where children are involved.
- In the case of a marital breakdown, the parent granted primary custody of the children will retain possession and the right to occupy the unit, provided the children are Neskonlith Indian Band members.
- Assuming that the terms of the Rental Agreement are being met, the rental unit must be transferred into the name of the eldest child that is a Neskonlith member when the child reaches the eligible age. Non-member tenants will have three months to vacate the rental unit if the Neskonlith member child(ren) is/area unwilling or unable to enter into a rental agreement when they reach the eligible age.
- In the case of a marital breakdown, where both parties are Neskonlith Indian Band members, the agreement of the unit will be put in the name of the person originally on the Housing Application; unless custody of the children is granted to another person other than the original applicant.
- In the case of a marital breakdown, where both parties are Neskonlith Indian Band members and the original agreement is in both names, both parties will be given 30 days to work out a suitable arrangement of who will have the right to occupy the unit. If both parties are unable to reach a mutual agreement, the Housing Committee reserves the right to make a decision and select one (1) of the parties.

3.11 DEFAULT / ARREARS RECOVERY (ALL BAND-OWNED UNITS)

Policy Statement

Neskonlith Indian Band believes in early intervention in cases of non-payment of rent and assistance to

the Tenants to make full recovery.

Defaulting on rental / rent-to-own payment(s) will have consequences outlined and followed in the Rental / Rent-to-Own Agreement. The Agreement will be signed by Housing Administration and the Tenant(s).

Default policies will be applied immediately after one (1) payment has been missed, as follows:

1. Rent payments due on the first day of the month. A First 1st Notice will be sent to the Tenant five (5) days after rent is due. A Tenant will be reminded to pay the outstanding rent in full or make an appointment with the Housing Administration to discuss repayment of the arrears.
2. If on the 15th no payment has been received, a 2nd Notice will be sent to request a meeting between the Tenant(s) and the Housing Administration to discuss the situation and to make arrangements for the payment of arrears. The Housing Administration will also make every effort to contact the Tenant by phone to discuss the arrears situation.
3. If on the last day of the month no payment has been received, a Final Notice will be issued to the Tenant and followed up by phone or home visit. The Final Notice will advise the Tenant that they have five (5) days to make full payment of the arrears or to vacate the unit.
4. Neskonlith Indian Band retains the right to withhold payment owing to current or former Tenants to recover rental arrears. Such payments may be related to Member distributions, monies owed for contract work, etc. The Tenant will be provided with a letter defining the amount of arrears, the amount being withheld, and the balance of arrears remaining, if any.
5. Every effort will be made during the default process to avoid an eviction. Both the tenant and the Housing Administration must agree to all Arrears Recovery Agreements in writing. The Arrears Recovery Agreement will include the amount of each repayment instalment and the date the payment is due. If the Tenant fails to honour the Arrears Recovery Agreement, or defaults within two years of the agreement being signed, the Tenant shall be evicted.
6. The Arrears Recovery Agreement shall be revisited once annually on the date that the Rental Agreement or Rent-to-Own Agreement is renewed.

3.12 EVICTION/TERMINATION OF AGREEMENT (ALL BAND-OWNED UNITS)

Policy Statement

Neskonlith Indian Band may revoke a Rental Agreement or Rent-to-Own Agreement under specific circumstances and for the good of the community or a community project.

Termination of a Rental or Rent-to-Own Agreement due to breach of the Housing Policy or the terms of the Agreement will result in the eviction of the Tenant(s) from the unit. Eviction action will be taken as a last resort in cases where the tenant(s) have failed to resolve the breach of the Agreement. Prior to taking eviction action, the Housing Administration will ensure that tenant counseling has been attempted to reinforce the consequences of failure to resolve the breach of the Agreement.

If the Tenant does not vacate the unit at the required date defined in the notice to terminate tenancy, the Housing Administration may obtain the services of law enforcement to accompany Band employees to remove the Tenant and their belongings.

Should a Tenant leave belongings after the unit has been vacated, they will be required to contact the Housing Administration in order to enter the unit and remove belongings. Tenants will have five days after the unit has been vacated to remove all belongings, after which the Housing Administration will discard them.

Where the reason for evictions is rental arrears, the tenant will also be advised that in order to qualify for future housing, the rental arrears must be paid in full. Tenants in arrears will not be eligible for another housing allocation for two (2) years from the date debts are paid in full (Scoring for unit allocation requires rental arrears to be zero).

Any person(s) occupying a house without the permission of the Housing Committee will be evicted immediately.

Tenants or persons within the household will be evicted for the following reasons:

1. Making false declarations on a Housing Application that results in a housing allocation;
2. Being convicted of a serious crime (convicted of trafficking drugs);
3. Engaging in suspected criminal activity;
4. Receiving more than two (2) Complaint Notices in a year;
5. Causing willful damage or damage due to neglect of property;
6. Engaging in any activity that results in loss of insurance coverage for the home;
7. Posing a threat to the community; and
8. Failing to abide by the terms of the Rental Agreement.

3.13 NOTICE TO VACATE A UNIT (ALL BAND OWNED UNITS)

Policy Statement

Prior to moving, Tenants will notify the Housing Administration if they plan to vacate a unit.

All Tenants will be required to notify the Housing Administration in writing at least 30 days prior to moving. If a Tenant moves out of a house without written notice the house will be deemed abandoned and re-assigned by the Housing Committee. Tenant(s) will be responsible for all rental charges, including the time when the unit is abandoned. Tenants may not transfer units to other tenants under any circumstances.

3.14 COMPLAINTS (ALL BAND-OWNED UNITS)

Policy Statement

Neskonlith Indian Band is committed to ensuring all complaints are dealt with in accordance with the Housing Policy.

Complaints must be provided in writing and submitted to the Housing Administration. Complaints will be kept confidential. All Tenants occupying a Band owned unit and causing an ongoing disturbance where police have been involved or complaints have been made will result in the following steps:

1. First Written warning;
2. Second Written warning; and
3. Eviction.

After two warnings, Tenants will return to good standing provided they do not receive any additional warnings for at least one (1) year.

3.15 MAINTENANCE (ALL BAND-OWNED UNITS)

Policy Statement

Neskonlith Indian Band will provide and maintain the Residence in a reasonable state of repair, suitable for occupation by a Tenant. The tenant must take the necessary steps to repair damages to the housing unit caused by actions or neglect of the tenant on the housing unit.

Neskonlith Indian Band Responsibilities:

- Neskonlith Indian Band, through the Housing Administration, is responsible to maintain the premises in a good state of repair, to carry out preventative maintenance and to comply with health and safety standards to extend the useful life of the unit.
- The Housing Administration is responsible to carry out major repairs or repairs arising from normal wear and tear. Major repairs and replacements (subject to availability of funding) are generally defined as follows:
 - Roof repairs;
 - Plumbing repairs;
 - Hot water tank replacement;
 - Electrical work;
 - Major structural work;
 - Electrical fixture replacement;
 - Repairing appliances (as long as they have not been damaged or overloaded);
 - Replacing broken windows (as long as they have not been damaged by the tenant);
 - Repairs to floors, doors, and cupboards as needed; and
 - Cosmetic items will not be addressed if the tenant is in arrears.

- If the unit is condemned or suffers severe structural damage posing a hazard to health and/or safety, then the occupants will be relocated. Neskonlith Indian Band will assist the tenant with temporary residence for one (1) week, after which the tenant is responsible for finding and paying for their own residence. This will be determined after an inspection by the Director Responsible for Housing and a certified Housing Inspector or Environmental Health Officer (EHO).
- The Housing Administration will keep a record of all maintenance and repairs carried out on a rental unit including the reason for the repairs, repair items, and costs.

3.16 TENANT MAINTENANCE RESPONSIBILITIES (ALL BAND-OWNED UNITS)

Policy Statement

Through the Rental Agreement, Neskonlith Indian Band will ensure the division of responsibility for maintenance is clearly outlined.

- Tenants are responsible for the general maintenance, cleaning, repairs, and replacements outlined in the Rental Agreement and for the cost of all repairs required due to negligence, vandalism, tenant damage, or damage by their guests. A schedule of specific tenant responsibilities is included in the rental agreement.
- If major damage (over \$1,000), caused by tenant abuse, is identified by the Housing Administration, an estimate of the repairs will be provided. The tenant will have 30 days to make arrangements to pay for repairs to be carried out by the Housing Administration.
- Tenants are responsible for immediately reporting to the Housing Administration of any accident, break or defect in water, heating, or electrical systems, or in any part of the home and its equipment in general.
- Tenants must get permission from the Housing Administration to make any alterations, additions, or improvements to the unit. A certified inspector shall review any such alterations, additions, or improvements to ensure it meets applicable codes. Tenants will not be reimbursed for any improvements they have completed at their own expense.
- Tenants are required to keep their unit and surrounding area clean, free of garbage and junked cars. Tenants will be given a Clean-up Notice to remove junked cars and garbage, after which the Housing Administration will remove the items at the tenant's expense.

3.17 RENOVATIONS (ALL BAND-OWNED UNITS)

Policy Statement

Neskonlith Indian Band is committed to allowing a Tenant to make alterations, additions, or improvements to a Rental Unit or Rent-to-Own Home in accordance with the Housing Policy.

Tenants must have prior written permission from the Housing Administration to make any alterations,

additions, or improvements to a Rental Unit or Rent-to-Own Home and, where applicable, are responsible for obtaining any building permits or other permits or licenses required under any First Nation policy or law. A qualified inspector will review any such alterations, additions, or improvements to ensure they meet applicable codes, laws, and policies.

If a Tenant makes any alterations, additions, or improvements to a Rental Unit or Rent-to-Own Home without first obtaining permission, the Tenant will be solely responsible for returning the Rental Unit or Rent-to-Own Home to its original condition at the Tenant's own expense.

Tenants will not be reimbursed for any improvements they have completed at their own expense.

3.18 INSPECTIONS (ALL BAND-OWNED UNITS)

Policy Statement

In order to ensure residences are in a reasonable state of repair, Neskonlith Indian Band shall conduct inspections to verify the state of the unit.

Regular Inspections

All units shall be inspected at least once annually. The inspection will be carried out to record the condition of the unit. These inspections will identify the need for any preventative maintenance as well as determine any misuse or negligence on the part of the tenant.

Units are subject to inspection by the Housing Administration in the event that there are reasonable grounds for believing that the Tenants are in breach of a term of an Agreement with Neskonlith Indian Band, including a Rental Agreement, Rent-to-Own Agreement or this Policy. In such cases, the Housing Administration will provide reasonable notice of at least 24 hours that the inspection will take place.

Move-In Inspection

- A move-in inspection will be completed on the day the tenant is entitled to take possession of the unit or on another mutually agreed upon day.
- The move-in inspection will be completed jointly by the tenant and the Housing Administration. The tenant(s) MUST be present during the inspection.
- The Housing Administration will complete a unit condition report that confirms the condition of the property. The report must be reviewed and signed off by both the Housing Administration and the tenant(s). Photos to be included (if need be).

Move-Out Inspection

- A move-out inspection will be completed by the Housing Administration and tenant on the last day of occupancy at 1:00 p.m., or on a mutually agreed upon day.
- Housing Administration must complete a unit condition inspection report. Both the Housing Administration and tenant must sign the unit condition inspection report, the tenant must be given a copy of the report.

- The Housing Administration may complete the inspection and sign the condition inspection report without the tenant if the Housing Administration had provided notice, or the tenant cannot be located and/ or contacted, or the tenant has abandoned the rental unit or has been evicted.
- Any repairs required to the unit resulting from damage by the tenant(s) or their guests shall be confirmed in writing to the tenant(s) and cost recovery will be pursued by the Housing Administration. Tenants will not be billed for regular wear and tear. Photos to be included (if need be).

3.19 FIRES (ALL BAND-OWNED UNITS)

Policy Statement

Neskonlith Indian Band is committed to a full investigation if a fire occurs in a Band-owner unit.

After a fire has been reported, the Housing Administration shall ensure that there is a full investigation and that the following information is documented and retained:

- Tenants residing in the unit;
- Location of the unit;
- How the fire was started;
- Report of injuries or fatalities;
- Report to authorities, as required;
- Extent of damage to the house; and
- Copy of the official Fire Report.

Accidental fires will be covered under the insurance and the deductible will be paid by Neskonlith Indian Band.

Consequences for negligence/arson by the Tenant would be determined by Chief and Council, the Housing Committee, and the Housing Administration.

3.20 EXTENDED STAY RV PERMITS (30 DAYS TO 180 DAYS)

Policy Statement

Permission to extend Stay RV Permits will be granted at the Band's discretion and is subject to conditions outlined in the Housing Policy.

Members may make applications to the Housing Administration for a site on which to park Recreational Vehicles (RV) for a period between 30 days and 180 days (six months). Permission may be granted, at the Band's discretion, subject to the following conditions:

- A suitable serviced lot is available;

- A health and safety inspection is conducted by First Nation Health Authority at the discretion of the Housing Administration;
- The Applicant has applied for housing on reserve and is on the waiting list or has been displaced from their home due to a natural disaster (e.g., flood, wildfire);
- The Applicant has signed a Rental Agreement;
- Proof of insurance has been provided; and
- Pad rent in the amount specified on the Rental Agreement is paid on the first of each month or in one lump sum at the start of the Tenancy.

Extended Stay permits are renewable at the sole discretion of Neskonlith Indian Band. When the Extended Stay permit expires, the vehicle must be vacated and:

- Removed from reserve lands, or
- Locked and put into storage, either on an existing residential lot (with a house) or a vacant lot, using a Storage Permit obtained from the Housing Administration.
- Applicants must provide proof of storage insurance.

If it is determined that someone is living in the RV while stored, this is grounds for immediate 24-hour eviction of the person/persons living in the RV. If the vehicle is stored on a rental property, Housing Administration may also serve a 30-day eviction notice to the renters of the rental property.

- End of Section –

Section 4.0

Shelter Allowance

4.0 SHELTER ALLOWANCE ELIGIBILITY

Policy Statement

Neskonlith Indian Band is committed to offering shelter opportunities for all members in need, in compliance with ISC's shelter allowance policy.

4.1 INTRODUCTION

This chapter of the Policy has been drafted to comply with ISC's draft shelter allowance policy. If any part of this Policy is inconsistent with the ISC policy once it has been approved in its final form, the ISC policy shall apply, this Policy shall be read in whatever manner as permits it to be consistent with the ISC Policy, and Neskonlith Indian Band shall amend this chapter as soon as is practicable to comply with the terms of the final version of the ISC shelter allowance policy.

A shelter allowance may only be issued to meet actual, documented shelter costs (up to a maximum shelter variable) if the following conditions apply:

1. The applicant meets social assistance eligibility requirements;
2. The applicant occupies the dwelling;
3. In the event that a significant change occurs, the change must be documented, and evidence must be placed in the Tenant's file; and
4. Evidence of actual costs, in the form of billings, receipts for fuel, utility, etc., and rental agreements, is produced for the administering authority and maintained on the Tenant's file.

A Rental Agreement is to be copied and placed on the Tenant file. A shelter allowance may only be issued when documentation is placed on the Tenant's file to show actual shelter costs.

4.2 RENTAL AGREEMENT INFORMATION

Policy Statement

Neskonlith Indian Band will ensure Rental Agreements contain the mandatory information as set out in the Housing Policy.

The Ministerial Guaranteed Certificate Number or CMHC Master reference number, bank mortgage agreement number, or Personal Mortgage Number must be referenced on one of the following types of rental agreements:

- social housing agreement;
- Neskonlith Indian Band Rental Agreement;
- personal rental agreement;
- private rental agreement; or

- housing loan repayment agreement.

The rental agreement requires the following information:

1. amount of the established rent for home;
2. address of home;
3. start and end date;
4. signature of the Housing Administration and the applicant or recipient;
5. list of Tenants in the home that includes the name, age, relationship, income source; and
6. the ministerial guaranteed number, bank mortgage number, or CMHC master reference number.

4.3 HOME MAINTENANCE AND REPAIRS

Policy Statement

Neskonlith Indian Band is committed to completing all essential items of protection, replacement, and repair for shelter tenants.

- Home maintenance and repair costs are only applicable to a home privately owned and lived in by the recipient. This is demonstrated by the possession of a Certificate of Possession (CP) by the recipient.
- Home maintenance and repairs are not considered eligible shelter costs for social housing units or other homes that are rented (including privately rented homes). In these cases, the landlord is responsible for the maintenance and repair.
- Home maintenance and repairs refer only to essential items of protection, replacement, and repair that are part of the physical structure of the recipient's home, and will not include replacement of, or repairs to appliances or decorative items.
- The recipient or owner must have made an application and been denied all other home maintenance programs available through the Neskonlith Indian Band housing (RRAP) and provide documentation to that effect.

4.4 RENTALS WITH NO MORTGAGE DEBT

Policy Statement

Neskonlith Indian Band acknowledges that some Band members cannot afford home ownership or the upkeep of a home. Neskonlith will not pursue home ownership if the tenants do not wish to.

- In order to provide safe, affordable and adequate housing for all Neskonlith Indian Band members, Council may continue to offer Neskonlith Indian Band owned Rental Units on a rental basis where the mortgage(s) for the unit have been paid in full. A Neskonlith Indian Band mortgaged unit for the purpose of this policy is a unit where Neskonlith Indian Band has constructed and financed a

home /rental home through the CMHC Section 95 program or bank financing.

- This policy shall apply to all Neskonlith Indian Band members who cannot afford home ownership or the upkeep of a home once the Neskonlith Indian Band mortgaged unit they reside in has been paid in full. This shall apply to new and existing home Rental Units subject to the following:
- The unit will remain property of Neskonlith Indian Band;
- Once a mortgage has been discharged, a new Rental Agreement shall be signed by the Tenant(s) and Housing Administration;
- The Rental Agreement will stipulate terms and conditions of occupancy, occupancy charge, Tenant and Neskonlith Indian Band responsibilities, as well as terms of the agreement;
- Tenants on Social Assistance or elders on a limited fixed income are eligible for the rental program;
- Occupancy charge will be based on bedroom count and will be pro-rated if members within the household are over 18 years of age or employed (or 16-17 years olds who have demonstrated they have withdrawn from parental control);
- Any changes to household occupancy, persons occupying the home, must be updated on a monthly basis to Income Assistance;
- The occupancy charge will be used to cover services, maintenance, upkeep and to fund a replacement reserve on an ongoing basis; and
- Funds collected will be segregated from other rental units and will be used exclusively on the home that is being charged occupancy.

- End of Section –

Section 5

Private Home Ownership

5.0 PRIVATE HOME OWNERSHIP

Policy Statement

Neskonlith Indian Band strives to provide home ownership opportunities to all members.

There are several positive benefits related to Private Home Ownership including having full control over the size or features of the home, the ability to transfer the home to a family member upon death, and the financial security that comes with building equity in a home.

A number of ownership, renovation, and repair programs are available to Private Home Owners as detailed in this section

5.1 HOME RENOVATION PROGRAMS

Policy Statement

Neskonlith Indian Band is committed to supporting homeowners renovate their homes in accordance with the Housing Policy.

5.1.1 Capital Housing Renovations Program (CHRP)

Renovation Programs for On-Reserve Housing (cmhc-schl.gc.ca) ISC offers a renovation program to homeowners for capital renovations. The funding and requirements are subject to the availability of funding and program objectives of ISC. Members are required to submit a request in writing to the Housing Administration.

To be eligible for funding the following criteria will be used:

1. Renovations must extend the life of the house for ten (10) years;
2. Must be on reserve home owned by Neskonlith member;
3. Must be the primary residence of Neskonlith member;
4. Major home repairs - roofs, siding, foundation, flooring, insulation, electrical, windows/doors, and bathroom/kitchen repairs;

The following homes are ineligible for renovations:

1. Condemned homes;
2. Homes that are less than 5 years old;
3. Social housing units (Band-owned);
4. Privately owned rental units; and
5. Privately owned portables used as classrooms, offices, or for personal use.

The criteria for allocation will be based on the following:

1. Elders;
2. Need;
3. Homeowner's willingness to contribute; and
4. Whether the homeowner has had renovations recently (less than 10 years).

The Housing Administration will submit applications to ISC based on the above selection criteria.

If approved, a qualified inspector will inspect renovations and all homes approved for renovations. All work must comply with the building code (NBC, BCBC).

Homeowner will be responsible for obtaining at least one quote from qualified contractor(s) approved by the Director Responsible for Housing and Neskonlith will hire a qualified inspector.

5.1.2 Home Adaptations for Seniors Independence (HASI)

Canada Mortgage & Housing Corporation (CMHC) offers funding under the HASI program for Neskonlith Indian Band members 65 and over whom:

1. Have difficulty with daily living activities brought on by aging;
2. Have a total household income that is at or below a specified limit; and
3. The unit is their permanent residence.

The funds must be for minor items that meet the needs of the elderly homeowners and assist with mobility that could be, for example:

- Handrails;
- Bathtub grab bars and seats;
- Lever handles on doors; and
- Please refer to HASI handbook for more detailed repairs.

All adaptations should be permanent and fixed to the dwelling and must improve the accessibility of the housing for seniors. The program is subject to budget availability. Assistance is in the form of a forgivable loan up to \$3,500. The loan does not have to be repaid as long as the homeowner agrees to continue to occupy the unit for the loan forgiveness period, which is six (6) months.

Band members are to submit a request to the Housing administration and complete the HASI application, which will be forwarded to CMHC for approval.

5.1.3 Residential Rehabilitation Assistance Program (RRAP)

Canada Mortgage & Housing Corporation (CMHC) offers funding under the Residential Rehabilitation Program (RRAP) to homeowners and for persons with disabilities.

Under the program, homes repaired must be brought up to a minimum level of health and safety and extend the useful life of a housing unit by a further 15 years.

The program provides a forgivable loan that does not have to be repaid as long as;

1. The homeowner owns and lives in the house for the forgiveness period; or
2. The Band rents the home to a qualified low-income tenant for the forgiveness period.

Who can Apply?

Neskonlith Indian Band is responsible for determining which applications are submitted to CMHC each year.

An application can be submitted for homes that are either:

- Band -owned; or
- Owned and occupied by a Band member as confirmed by a certificate of possession or Band Council Resolution.

Eligibility Criteria - the Occupant

The income of the primary occupant and their spouse cannot be over the household income limits established by CMHC.

Income verification is required to be submitted to the Band.

Loan Amount

Maximum assistance/ loan amounts for these programs are established by CMHC.

RRAP Guidelines

Homeowner *RRAP* is available for homeowners whose house lacks basic facilities or is in need of major repair in one (1) or more of the following categories:

1. Structural, electrical, plumbing, and heating or fire safety.
2. Assistance may also be available to address a problem with overcrowding.
3. Work carried out prior to approval is not eligible.
4. Houses must be a minimum of five (5) years old in order for the homeowner to qualify for RRAP.
5. RRAP for Persons with Disabilities offers assistance to homeowners who wish to complete accessibility work to modify their home to suit individuals with disabilities.
6. Applications for the RRAP programs can be obtained from the Housing Administration.
7. Properties must be a minimum of five (5) years old in order to qualify for RRAP assistance.
8. Additional RRAP assistance is available on a property a minimum of 15 years after the first RRAP grant.

5.1.4 Renovation Loans through the ISC Home Ownership Program

Renovations loans are also available for qualified Band members under the Home Ownership program. Loans are available for homes owned by the Band member for up to \$75,000 and an amortization period

of 15 years. Please contact Housing Administration for more information.

5.1.5 First Nations Market Housing Renovation Loans

For the purpose of this policy, renovations refer to any improvements and modifications to an existing home	
	Program Details
Maximum Loan	\$5,000 - \$75,000
Maximum Amortization	Up to 5 Years loans up to \$25,000
	Up to 10 Years loans between \$25,001 to \$50,000
	Up to 15 Years for loans between \$50,001 to \$75,000
Life Insurance	Mandatory
Fire Insurance	Mandatory
Certificate of Possessions (CPs)	Neskonlith Indian Band to hold CP until mortgage is fully amortized
Total Debt Services Ratio	Not to exceed 44%
Debts owed to Neskonlith	To be addressed if Band member is in arrears
Construction Method	General Contractor / Do-it-yourself for certain items / subs

STAGE 1- Pre-Qualification

1. A Market Based Housing Application is sent in by the Band member to Neskonlith Indian Band Housing Administration. An orientation package is sent to the Band member detailing the eligibility requirements.
2. Confirmation that the Band member holds CP on property and must consent to transferring to Neskonlith Indian Band for the duration of the loan.
3. Neskonlith Indian Band conducts internal credit check to ensure there are no accounts are in arrears or other debts that are outstanding. **Outstanding accounts for the purpose of this process are accounts that are in default more than 30 days.** If the Band member is in good standing a Conditional Letter of Support will be issued to the financial institution stating that the Neskonlith Indian Band is prepared to guarantee this individual's mortgage provided they meet the lending requirements.
 - a. If the Band member has an outstanding account, a settlement of these debts or a

- repayment plan must be negotiated prior to the issuance of a Conditional Letter of Support.
- b. If accounts are too high or the Band member refuses, the application is declined and no further action is taken on the file.
 - c. If a repayment plan is initiated the Neskonlith Indian Band may at its discretion defer the application for a period of six (6) months to ensure that the Band member abides by the repayment plan.
4. The Band member to submit at least one quote and a general description of renovations, which will be reviewed by the Housing Administration for the following:
 - a. Provide a professional opinion on whether work can be done by the Band member.
 - b. Determine which work MUST be done by Trades (I.e., structural, electrical, plumbing, HVAC) which will be communicated by Housing Administration.
 5. Only after the Band member has received conditional support from the Neskonlith Indian Band can the Band member apply for a pre-approved mortgage. The Band member will be required to submit pay stubs, photo Id, and information regarding overall debt load to the bank.
 - a. Total Debt Servicing (TDS) ratio not to exceed 44%.
 - b. Gross up factor on income earned on-reserve will be applied.
 - c. Band member must have satisfactory credit.
 - d. Band member must have good job tenure.
 6. If the Band member is unable to meet the minimum credit standards of the bank, the application is declined and no further action is taken.
 7. The Band member is required to obtain and maintain life insurance in an amount sufficient to cover loan balance. Insurance can be obtained from financial institution where they are financing the mortgage or from an independent broker.
 8. Where a household includes a non-Band-member applicant whose income is being used to qualify for a loan, that non-Band member should seek independent legal advice regarding their right to claim in the event of household break-up. The non-Band-member applicant must sign a declaration that they fully understand the ramifications as it applies to home ownership on reserve and their rights.

STAGE 2 - Approval & Construction

1. Provided the Band member meets all the pre-qualification criteria, and confirmation that the Band member holds the CP, the Band member must consent to a legal transfer of CP to the Neskonlith Indian Band until the loan is fully amortized.
2. Housing Administration or other designated authority will confirm to the Lender that the Band member has met all the pre-established conditions for approval of a loan guarantee
3. The Band member gets quotes from contractors and, a a minimum, the contractors must

demonstrate that they have liability insurance, \$1.5 million, and provide proof of WCB coverage to the Neskonlith Indian Band. In addition, the contractor must be capable of bridge financing construction, as advances prior to construction are prohibited.

4. Contractor responsible for removing all construction waste to an off-reserve site.
5. Final quotes, for contractor and building supplies must be forwarded to financial institution for final approval. Must be below maximum loan amount.
6. Proof of fire insurance provided by the Band member to financial institution.
7. Loan document forwarded to Chief and Council for final approval. Chief and Council issue BCR for loan guarantee.
8. Credit Enhancement Certificate is issued by the Neskonlith Indian Band Market Housing Fund confirming its backing of the loan.
9. Contractor to provide proof of construction insurance to Neskonlith Indian Band and Financial Institution.
10. Renovations begin.
11. Approved list of qualified inspectors will be provided by Neskonlith Indian Band, who will be responsible for progress and compliance inspections. The maximum numbers of inspections are two (2); one (1) at 50% complete and the final inspection. Pictures to be included in the advance documentation. Advances could also be processed by the submission of invoices by the Band member to the financial institution.
12. Holdback of 10% for 30 days will be required and enforced by the lender for work done by general contractor. General contractor to sign Statutory Declaration stating all subs have been paid.

5.2 PRIVATE HOME CONSTRUCTION

Policy Statement

Neskonlith Council and Administration are generally supportive of qualified Members accessing loans for the construction of homes.

The general application procedures are as follows:

1. Contact the Housing Administration to obtain current information on available programs.
2. Review ISC's document entitled A Practical Guide to Housing to understand all of the necessary considerations and responsibilities.
3. Submit a written request to Neskonlith Administration that includes a description of the project and demonstrates financial capacity to undertake the project. Includes as much detail as possible including the information required to apply for a Ministerial Loan Guarantee (See Section 3.1).
4. Determine the construction and lot servicing costs. Where the home is to be built on unserviced land, the applicant is generally responsible for the full cost of providing services (road access,

power, domestic water supply, telephone and sewage treatment). It may be necessary to hire a professional to estimate the servicing costs.

5. Confirm with Housing Administration the infrastructure (e.g., water, sewer, utilities, driveway) requirements and related costs which are the responsibility of the Homeowner.
6. Confirm with the Housing Administration any fees that may be levied by Neskonlith Administration for document processing and project management.
7. Contact Neskonlith Lands Department for site plan, survey, environmental assessment requirements.
8. Obtain a Band Council Resolution that complies with the loan provider's requirements.
9. As a necessary condition to Neskonlith approval, the owner must sign an "undertaking" whereby the housing unit and the lot on which the property is to be built will automatically transfer to collective Neskonlith ownership if the housing loan goes into default.
10. Negotiate directly with a qualified lender and obtain a Letter of Intent.
11. Work with Neskonlith Administration to apply for the Ministerial Loan Guarantee.
12. Sign and submit the required forms, authorizations, and undertakings including the conditional transfer of the right of possession of the subject development lots to Neskonlith in the event of loan default.

5.3 HOME OWNERSHIP OPTIONS

Policy Statement

Neskonlith Indian Band strives to ensure Band members are aware of the grants, subsidies, and programs that are available to help them access capital to build or renovate their own private homes.

A variety of grants, subsidies, and programs are available to help qualifying Members access capital to build or renovate their own private homes, including the First Nations Market Housing (FNMH) Program, CMHC Insured Loans, and Indigenous Services Canada (ISC) New Home Construction or Purchase Subsidy. Information about these Private Home Ownership programs can be accessed by contacting the Housing Administration.

[Ministerial Loan Guarantee toolkit for individual home ownership \(sac-isc.gc.ca\)](https://sac-isc.gc.ca)

[Ministerial Loan Guarantees Manual \(sac-isc.gc.ca\)](https://sac-isc.gc.ca)

The Crown ownership of First Nations lands can make it difficult for community members to obtain financing for housing construction or mortgages. Ministerial Loan Guarantees (MLG) are a requirement to secure most on-reserve housing loans. In order to obtain a MLG the Member must prepare a package to be submitted to ISC that includes:

1. Original Band Council Resolution;
2. MLG application form Ministerial Loan Guarantee application form;

3. Project description for the purposes of Environmental Assessment, if applicable;
4. Site map of project;
5. Copy of a letter of intent or a copy of a Loan Agreement from a lender or a copy of a Commitment Letter from CMHC;
6. CMHC On-Reserve Non-Profit Housing Program (Section 95) 301A application form, if applicable; and
7. Certificate of Insurance from CMHC.

If the Member defaults on the loan the Community becomes responsible for the debt, by virtue of the Band Council Resolution, and may be obliged to either take over payments or agree to a corresponding reduction in future capital allocations from ISC. Because of this risk to Neskonlith, the Member must provide strong evidence of his/her financial ability to meet the terms of the loan agreement.

CMHC Insured Loans for On-Reserve First Nations Housing

[Loans for On-Reserve First Nation Housing Projects \(cmhc-schl.gc.ca\)](http://cmhc-schl.gc.ca)

Qualifying Members with CP lands (or lands allocated by the First Nation) may work with an approved lender to submit a loan insurance application to CMHC. The loans are secured by a Council Resolution and a Ministerial Loan Guarantee from Indigenous Services Canada (ISC). If the Member does not repay the loan, the outstanding balance will be paid to the lender by ISC and the First Nation will be required to repay the loan amount to ISC.

ISC Home Construction or Purchase Subsidy

[First Nations housing \(sac-isc.gc.ca\)](http://sac-isc.gc.ca)

ISC's Regional BC office offers subsidies to support the purchase and renovation of permanent homes located on reserve. Contact Neskonlith's Housing Coordinator for further information.

It is important to note that the following activities are **not eligible** for ISC subsidy:

- Lot servicing and hook-ups for road access, water, sewer, septic and electrical services;
- Cosmetic repairs (such as interior flooring, molding, fixtures and painting) and other non-structural items (possible exceptions are cosmetic repairs required in the course of ISC approved renovations, such as mould remediation work);
- Homes receiving CMHC's Section 95 Social Housing Program funding are not generally eligible for ISC renovation subsidies (see section Canada Mortgage & Housing Corporation Housing Programs on page 17 of this Guide for more information).

5.4 FIRST NATION MARKET HOUSING FUND (FNMHF)

Policy Statement

The market-based housing program is designed to provide affordable mortgages for qualified Neskonlith

Indian Band members who wish to purchase, renovate, construct, or refinance a home.

5.4.1 FNMHF New Construction

For the purpose of this policy, new Construction is defined as the construction of a new home on an existing serviced lot.

	Program Details
Maximum Loan	\$300,000
Maximum Amortization	25 Years
Down payment	5% down (cash only no sweat equity)
Life Insurance	Mandatory
Fire Insurance	Mandatory
Lots	Serviced Lots and Unserviced Lots
Certificate of Possession (CPs)	Neskonlith Indian Band to hold CP until mortgage is fully amortized
Total Debt Services Ratio	Not to exceed 44%
Debts owes to Neskonlith	To be addressed if Band member is in arrears (all programs)
Construction Method	General Contractor only
Hold back on Construction	10%
CMHC Mortgage Insurance	Mandatory

STAGE 1- Pre-Qualification

1. A Market Based Housing Application is sent in by the Band member to Neskonlith Indian Band Housing Administration. An orientation package is sent to Band member detailing the eligibility requirements.
2. Neskonlith Indian Band conducts internal credit check to ensure there are no accounts in arrears or other debts that are outstanding. **Outstanding accounts for the purpose of this process are accounts that are in default more than 30 days.** If the Band member is in good standing a Conditional Letter of Support will be issued to the financial institute stating that the Neskonlith Indian Band is prepared to guarantee the Band member's mortgage provided they meet the lending requirements.
 - a. If the Band member has an outstanding account, a settlement of these debts or a repayment plan must be negotiated prior to the issuance of a Conditional Letter of Support.
 - b. If accounts are too high or the Band member refuses, the application is declined and no

further action is taken on the file.

- c. If repayment plan is initiated Neskonlith Indian Band may at its discretion defer the application for a period of six (6) months to ensure that the Band member abides by the repayment plan.
3. The cost of servicing a lot with potable water, sewer, septic, hydro and year-round road access will be considered prior to their approval of the application.
4. Only after the Band member has received conditional support from Neskonlith Indian Band can the member apply for a pre-approved mortgage. The Band member will be required to submit pay stubs, photo Id, and information regarding overall debt load to the bank.
 - a. Total Debt Servicing (TDS) ratio not to exceed 44%.
 - b. Gross up factor on income earned on-reserve will be applied.
 - c. Band member must have satisfactory credit.
 - d. Band member must have good job tenure.
 - e. Band member must demonstrate they have sufficient equity of 5%.
5. If Band member is unable to meet the minimum credit standards of the bank, the application is declined, and no further action is taken.
6. Band member required to obtain and maintain life insurance in an amount sufficient to cover loan balance. Insurance can be obtained from financial institution where they are financing the mortgage or from an independent broker.
7. Where a household includes a non-Band-member applicant whose income is being used to qualify for a loan, that non-Band member should seek independent legal advice regarding their right to claim in the event of household break-up. The non-Band-member applicant must sign a declaration that they fully understand the ramifications as it applies to home ownership on reserve and their rights.

STAGE 2 - Approval & Construction

1. Identification of a serviced lot and CP formally transferred to the Neskonlith Indian Band, if Neskonlith Indian Band does not already hold CP. A title search will be conducted to ensure that the lot is unencumbered, as well as to ensure the lot is surveyed and registered under Canadian Lands Survey Records (CSLR). CP is transferred to Band member only after the mortgage has been fully amortized.
2. If the lot is unserviced, the cost of servicing will be included in the total project cost. ISC's infrastructure funding will be used to cover these costs as part of the financing Sources and Uses. These infrastructure funds must be assigned to the project costs and Neskonlith must have pre-approval from ISC.
3. Any member applying for a mortgage should include the cost of infrastructure servicing at the subsidy level in their loan.

4. Housing Administration or other designated authority will confirm to the Lender that the Band member has met all the pre-established conditions for approval of a loan guarantee and housing lot allocation.
5. Band member to submit six (6) sets of plans, one (1) for the Neskonlith Indian Band and one (1) to be forwarded to the financial institution. **Must provide proof that plans comply with British Columbia Building Code (BCBC).**
 - a. As a minimum, engineered plans will only be accepted and must be approved by appropriate agency (Health Canada for Septics). In addition, site plan to be provided.
 - b. Plans from local hardware stores may also acceptable, provided they are stamped by a local engineer
6. For Modular/ prefabricated construction, units must meet the CSA as a minimum standard.
7. Band members get quotes from contractors and as a minimum the contractors must demonstrate that they have liability insurance, \$1.5 million, and provide proof of WCB coverage to Neskonlith Indian Band. In addition, contractor must be capable of bridge financing construction, as advances prior to construction are prohibited.
8. A qualified Contractor is responsible for connecting services, water and installing septic, which must be included in the cost of construction.
9. Contractor will be required to remove all waste from construction to an off-reserve site.
10. Fees for hydro hook-up are the responsibility of the Band member.
11. Final quote along with verification of equity must be forwarded to financial institution for final approval. Must be below maximum loan amount.
12. Band member is responsible for CMHC mortgage insurance premiums, which can be rolled into the mortgage. For up-to-date CMHC mortgage insurance premiums, check with Housing Administration.

Financial institution confirms CMHC mortgage insurance is in place.

1. Loan document forwarded to Chief and Council for final approval. Chief and Council issue BCR for loan guarantee.
2. Credit Enhancement Certificate is issued by the First Nations Market Housing Fund confirming its backing of the loan.
3. Contractor to provide proof of builders' risk insurance to Neskonlith Indian Band and Financial Institution.
4. Copy of builder's contract forwarded to Neskonlith Indian Band and any related correspondence must be forwarded to Neskonlith Indian Band.
5. Construction begins.
6. Approved list of qualified inspectors will be provided by Neskonlith Indian Band, who will be

responsible for progress and compliance inspections. The maximum number of progress advances is six (6). Pictures to be included in the advance documentation. **Fee to be determined and Band member responsible for payment.**

7. Health Canada to provide certificate and approved Septic design.
8. Equity (5%) must be drawn down first prior to the first loan advance being processed.
9. Holdback of 10% for 30 days will be required and enforced by the lender. General contractor to sign Statutory Declaration stating all subs have been paid.
10. Proof of fire insurance provided by Band member to financial institution prior to move in date.

5.4.2 FNMHF Purchase an Existing Home

Purchase of an existing home on Neskonlith Indian Band either from another Band member or the Neskonlith Indian Band	
	Program Details
Maximum Loan	\$300,000
Maximum Amortization	25 years
Down payment	5% down (Cash only no sweat equity)
Life Insurance	Mandatory
Fire Insurance	Mandatory
Home Inspection	Mandatory
Appraisal	Mandatory to establish value
Certificate of Possession (CPs)	Neskonlith Indian Band to hold CP until mortgage is fully amortized
Total Debt Services Ratio	Not to exceed 44%
Debts owes to Neskonlith	To be addressed if in arrears
Renovations	Can be included with Purchase price as long as within max loan
Hold Back / Construction method	10% - General Contractor renovations
CMHC Loan Insurance	Mandatory

STAGE 1- Pre-Qualification

1. A Market Based Housing Application is sent by the Band member to Neskonlith Indian Band Housing Administration. An orientation package is sent to Band member detailing the eligibility requirements.

2. Ensure seller holds CP for lot and verification of no encumbrances.
3. Neskonlith Indian Band conducts internal credit check to ensure there are no accounts in arrears or other debts that are outstanding. **Outstanding accounts for the purpose of this process are accounts that are in default more than 30 days.** If the Band member is in good standing a Conditional Letter of Support will be issued to the financial institute stating that the Neskonlith Indian Band is prepared to guarantee this individual's mortgage provided they meet the lending requirements.
 - a. If the Band member has an outstanding account, a settlement of these debts or a repayment plan must be negotiated prior to the issuance of a Conditional Letter of Support.
 - b. If accounts are too high or the Band member refuses, the application is declined and no further action is taken on the file.
 - c. If repayment plan is initiated the Neskonlith Indian Band may at its discretion defer the application for a period of six (6) months to ensure that the Band member abides by the repayment plan.
4. Only after the Band member has received conditional support from the Neskonlith Indian Band can the member apply for a pre-approved mortgage. The Band member will be required to submit pay stubs, photo Id, and information regarding overall debt load to the bank
 - a. Total Debt Servicing (TDS) ratio not to exceed 44%.
 - b. Gross up factor on income earned on-reserve will be applied.
 - c. Band member must have satisfactory credit.
 - d. Band member must have good job tenure.
 - e. Band member must demonstrate they have sufficient equity of 5%.

If Band member is unable to meet the minimum credit standards of the bank, the application is declined and no further action is taken.

5. The Band member is required to obtain and maintain life insurance in an amount sufficient to cover loan balance. Insurance can be obtained from financial institution where they are financing the mortgage or from an independent broker.
6. Where a household includes a non-Band-member applicant whose income is being used to qualify for a loan, that non-Band member should seek independent legal advice regarding their right to claim in the event of household break-up. The non-Band-member applicant must sign a declaration that they fully understand the ramifications as it applies to home ownership on reserve and their rights.

STAGE 2 - Approval & Acquisition

1. If private sale, Neskonlith Indian Band is not part of the negotiation process. However, the Neskonlith Indian Band, as guarantor, must be satisfied with the value of the home as demonstrated by an appraisal and home inspection to be conducted by an independent appraiser

and home inspector. This shall also apply if the Neskonlith Indian Band is the seller.

- a. Appraisal determines value and whether selling price is reasonable.
 - b. Home inspection determines any serious deficiencies that may impair the value of the home and will need to be rectified to complete the sale. The cost to address these deficiencies can be paid for by the seller prior to sale as a condition or can be deducted off the sale price and corrected after the sale and incorporated into the mortgage (provided loan does not exceed maximum).
 - c. Band member is required to hire an appraiser and inspector and submit a copy of the report to Neskonlith Indian Band.
2. Sales agreement finalized and CP transferred to Neskonlith Indian Band until mortgage is fully discharged.
 3. Renovations are allowed and can be incorporated into the mortgage, provided the maximum loan is not exceeded. The same conditions applied to renovations of an existing home will be applied to renovations of a purchased home.
 4. Housing Administration or other designated authority will confirm to the Lender that the Band member has met all the pre-established conditions for approval of a loan guarantee and CP allocation.
 5. Final sale agreement and estimate for renovations, if required, along with verification of equity must be forwarded to financial institution for final approval. Must be below maximum loan amount.
 6. Band member is responsible for CMHC mortgage insurance premiums, which can be rolled into the mortgage. For up-to-date CMHC mortgage insurance premiums, check with Housing Administration.
 7. Financial institution confirms CMHC mortgage insurance is in place.
 8. Loan document forwarded to Chief and Council for final approval. Chief and Council issue BCR for loan guarantee.
 9. Contractor responsible for removing all construction waste to an off-reserve site.
 10. Credit Enhancement Certificate is issued by the Neskonlith Indian Band Market Housing Fund confirming its backing of the loan
 11. Confirmation Buyer has Fire Insurance sent to financial institute.
 12. No transfer of funds until Neskonlith Indian Band has received confirmation that CP has been transferred to Neskonlith Indian Band for all private sales. Confirmation sent to the financial institution to release funds.

5.4.3 FNMHF Refinance and Existing Home

For the purpose of this policy, refinancing refers to the transfer of an existing mortgaged property on Neskonlith Indian Band into the market-based housing program. In order to

qualify for the refinancing of an existing home, an additional loan for renovations must be included into the mortgage subject minimum and maximum amount.

	Program Details
Maximum Loan	\$300,000
Renovations	Minimum \$10,000 up to a Maximum of \$75,000
Maximum Amortization	25 Years
Life Insurance	Mandatory
Fire Insurance	Mandatory
Certificate of Possessions (CPs)	Transferred to Neskonlith Indian Band until mortgage is fully amortized
Total Debt Services Ratio	Not to exceed 44%
Construction Method	General Contractor / Do-it-yourself for certain items / subs
Hold back on Construction	10% - General Contractor
CMHC Insurance	Mandatory

STAGE 1- Pre-Qualification

1. A Market Based Housing Application is sent by the Band member to Neskonlith Indian Band. An orientation package is sent to Band member detailing the eligibility requirements.
2. Confirmation that Band member holds CP and existing mortgage amount. Any penalties for early discharge on an existing mortgage will be borne by the Band member.
3. The Band member is required to increase mortgage by a minimum of \$10,000 and up to a maximum of \$75,000 for renovations in order to be eligible. In addition, this additional increase plus the amount of the existing mortgage being refinanced must be below the maximum mortgage amount of \$300,000.
4. Neskonlith Indian Band conducts internal credit check to ensure there are no accounts in arrears or other debts that are outstanding. **Outstanding accounts for the purpose of this process are accounts that are in default more than 30 days.** If the Band member is in good standing a Conditional Letter of Support will be issued to the financial institute stating that the Neskonlith Indian Band is prepared to guarantee this individual's mortgage provided they meet the lending requirements.
 - a. If the Band member has an outstanding account, a settlement of these debts or a repayment plan must be negotiated prior to the issuance of a Conditional Letter of Support.
 - b. If accounts are too high or the Band member refuses, the application is declined and no further action is taken on the file.

- c. If repayment plan is initiated the Neskonlith Indian Band may at its discretion defer the application for a period of six (6) months to ensure that the Band member abides by the repayment plan.
- 5. The Band member is to submit quotes and a general description of renovations, which will be reviewed by Housing Administration for the following:
 - a. Provide a professional opinion on whether work can be done by Band member.
 - b. Determine which work MUST be done by Trades (i.e., structural, electrical, plumbing, HVAC) which will be communicated by the Housing Administration.
- 6. Only after the Band member has received conditional support from the Neskonlith Indian Band can the member apply for a pre-approved mortgage. The Band member will be required to submit pay stubs, photo Id, and information regarding overall debt load to the bank.
 - a. Total Debt Servicing (TDS) ratio not to exceed 44%.
 - b. Gross up factor on income earned on-reserve will be applied.
 - c. The Band member must have satisfactory credit.
 - d. The Band member must have good job tenure.
 - e. The Band member must demonstrate they have sufficient equity of 5% for renovations.

If the Band member is unable to meet the minimum credit standards of the bank, the application is declined and no further action is taken.

- 7. Band member required to obtain and maintain life insurance in an amount sufficient to cover loan balance. Insurance can be obtained from financial institution where they are financing the mortgage or from an independent broker.
- 8. Where a household includes a non-Band-member applicant whose income is being used to qualify for a loan, that non-Band member must seek independent legal advice regarding their right to claim in the event of household break-up. The non-Band-member applicant must sign a declaration that they fully understand the ramifications as it applies to home ownership on reserve and their rights.

STAGE 2 - Approval & Renovation

- 1. Provided the Band member meets all the pre-qualification criteria, and confirmation that the Band member holds the CP, the Band member must consent to a legal transfer of CP to the Neskonlith Indian Band until the loan is fully amortized.
- 2. Housing Administration or other designated authority will confirm to the Lender that the Band member has met all the pre-established conditions for approval of a loan guarantee and CP allocation (if required).
- 3. The Band member gets quotes from contractors and as a minimum the contractors must demonstrate that they have liability insurance, \$1.5 million, and provide proof of WCB coverage to Neskonlith Indian Band. In addition, contractor must be capable of bridge financing

construction, as advances prior to construction are prohibited.

4. Contractor responsible for removing all construction waste to an off-reserve site.
5. Final quotes, for contractor and building supplies, along with verification of equity must be forwarded to financial institution for final approval. Must be below maximum loan amount.
6. Proof of fire insurance provided by Band member to financial institution.
7. The Band member is responsible for CMHC mortgage insurance premiums, which can be rolled into the mortgage. For up-to-date CMHC mortgage insurance premiums, check with Housing Administration.

Financial institution confirms CMHC mortgage insurance is in place.

1. Loan document forwarded to Chief and Council for final approval. Chief and Council issue BCR for loan guarantee.
2. If the existing mortgage is a Ministerial Guarantee, the Neskonlith Indian Band will be required to issue a 2nd BCR rescinding this guarantee. This ensures that there are not two (2) guarantees on the same loan.
3. Credit Enhancement Certificate is issued by the Neskonlith Indian Band Market Housing Fund confirming its backing of the loan.
4. Contractor to provide proof of construction insurance to Neskonlith Indian Band and Financial Institution.
5. Renovations begin.
6. Approved list of qualified inspectors will be provided by Neskonlith Indian Band, who will be responsible for progress and compliance inspections. The maximum numbers of inspections are two (2); one (1) at 50% complete and the final inspection. Pictures to be included in the advance documentation. Advances could also be processed by the submission of invoices by the Band member to the financial institution.

5.4.4 Habitat for Humanity – FNMHF Loans Program

Habitat for Humanity – FNMHF Loans Program	
	Program Details
Maximum Loan	\$300,000 (or the relevant maximum loan amount currently allowed)
ISC Subsidy	\$40,812 (or other amount available for new construction at the time)
Maximum Amortization	25 Years

Sweat Equity	500 Hours ¹
Life Insurance	Mandatory
Fire Insurance	Mandatory
Lots	Serviced Lots and Unserviced Lots
Certificate of Possession (CPs)	Neskonlith Indian Band to hold CP until mortgage is fully amortized
Total Debt Services Ratio	Not to exceed 44%
Debts owed to Neskonlith	To be addressed if Band member is in arrears (all programs)
Construction Method	Habitat for Humanity is General Contractor

STAGE 1- Pre-Qualification

1. A Market Based Housing Application is sent in by the Band member to Neskonlith Indian Band Housing Administration. An orientation package is sent to the Band member detailing the eligibility requirements.
2. Interested Members are required to submit applications by **October 31st** for consideration under the program.
3. Neskonlith Indian Band conducts an internal credit check to ensure there are no accounts in arrears or other debts that are outstanding. **Outstanding accounts for the purpose of this process are accounts that are in default more than 30 days.** If the Band member is in good standing a Conditional Letter of Support will be issued to the financial institute stating that the Neskonlith Indian Band is prepared to guarantee the Band member's mortgage provided they meet the lending requirements.
 - a. If the Band member has an outstanding account, a settlement of these debts or a repayment plan must be negotiated prior to the issuance of a Conditional Letter of Support.
 - b. If accounts are too high or the Band member refuses, the application is declined and no further action is taken on the file.
 - c. If repayment plan is initiated Neskonlith Indian Band may at its discretion defer the application for a period of six (6) months to ensure that the Band member abides by the repayment plan.
4. A preliminary financial analysis of the member's financial suitability will be conducted by Habitat. This includes:

¹ This can be contributed through non-construction activities, which will be established at the outset of the family approval.

- a. Total Debt Servicing (TDS) ratio not to exceed 44%.
 - b. Gross Debt Servicing (GDS) ratio not to exceed 39%, except in extraordinary cases at Habitat's discretion.
 - c. Confirm Credit score of 600 or higher.
 - d. Job tenure (more than 2 years for recent college graduate).
5. Applicants that pass part 3 and 4 above, will have their application scored using the rental scoring sheet which takes into account family size, current living situations, and affordability.
 6. The scores will then be forwarded to the Family Selection / Housing Committee to make a recommendation to Chief and Council and Habitat Kamloops Board.
 7. The cost of servicing a lot with potable water, sewer, septic, hydro and year-round road access will be considered prior to their approval of the application.
 8. **By December of every year**, the applicants recommended by the Family Selection / Housing Committee will be reviewed by the Habitat Board Kamloops who will take into consideration all or any recommendation of Neskonlith Chief and Council as to priority partner families for build.
 9. **January partner families will be notified and** will begin preliminary planning with Habitat for Humanity and the Housing Administration.
 10. Only after families have been notified can they apply to the Bank of Montreal for a pre-approved mortgage.
 11. Band member required to obtain and maintain life insurance in an amount sufficient to cover loan balance. Insurance can be obtained from financial institution where they are financing the mortgage or from an independent broker.
 12. Where a household includes a non-Band-member applicant whose income is being used to qualify for a loan, that non-Band member should seek independent legal advice regarding their right to claim in the event of household break-up. The non-Band-member applicant must sign a declaration that they fully understand the ramifications as it applies to home ownership on reserve and their rights.

STAGE 2 - Approval & Construction

1. Identification of a serviced or unserviced lot and CP formally transferred to the Neskonlith Indian Band, if Neskonlith Indian Band does not already hold CP. A title search will be conducted to ensure that the lot is unencumbered, as well as to ensure the lot is surveyed and registered under Canadian Lands Survey Records (CSLR). CP is transferred to Band member only after the mortgage has been fully amortized.
2. If the lot is unserviced, the cost of servicing will be included in the total project cost. ISC's infrastructure funding will be used to cover these costs as part of the financing Sources and Uses. These infrastructure funds must be assigned to the project costs and Neskonlith must have pre-approval from ISC.

3. Any member applying for a mortgage should include the cost of infrastructure servicing at the subsidy level in their loan.
4. Housing Administration or other designated authority will confirm to the Lender that the Band member has met all the pre-established conditions for approval of a loan guarantee and housing lot allocation.
5. Band member, Neskonlith Indian Band and Habitat Kamloops will finalize plans, costing and volunteers required. The building cost will be within the pre-approved mortgage (maximum loan of \$300,000), ISC subsidy, and any Habitat and/or family contribution.
 - a. Any family contribution and ISC subsidy would be drawn before the loan is advanced.
 - b. Habitat Kamloops 35% Loan-To-Value maximum contribution is carried by Habitat as a 2nd mortgage with zero interest and no monthly payment requirements. The loan is forgiven on a descending scale based on the residency of the beneficiary family.
6. The building plans will be designed in accordance with the NBC.
7. Habitat Kamloops, as general contractor, will provide Neskonlith and member with final quote.
8. Habitat Kamloops, as general contractor, will confirm liability insurance, WCB and builders risk insurance is in place prior to construction.
9. Habitat Kamloops, as general contractor, will recruit all necessary volunteers and skilled tradespeople to complete project.
10. Final quote forwarded to financial institution for final approval. Must be below maximum loan amount.

Financial institution.

1. Loan document forwarded to Chief and Council for final approval. Chief and Council issue BCR for loan guarantee.
2. Credit Enhancement Certificate is issued by the First Nations Market Housing Fund confirming its backing of the loan.
3. Habitat Kamloops to provide proof of builder's risk insurance to Neskonlith Indian Band and Financial Institution.
4. Construction begins.
5. Member required to contribute 500 hours of sweat equity.
6. Health Canada to provide certificate and approved Septic design.
7. Progress and compliance inspections will be conducted by a qualified inspector. Loan will be advanced based on progress.
8. Proof of fire insurance provided by Band member to financial institution prior to move in date.

5.4.5 FNMHF Default/ Eviction

1. Lender complies with requirements of the Neskonlith Indian Band Market Housing Fund - advises borrower and Neskonlith Indian Band of the arrears, demands repayment and reinstatement.
2. If default is not remedied within 120 days, the lender submits claim to Canada Mortgage and Housing Corporation (CMHC) (30 % of Loan) and the Neskonlith Indian Band (70% of loan) excluding Renovation Loans.
3. Neskonlith Indian Band already has CP for the lot and home.
4. Begins eviction process.

In the event of a mortgage default, Neskonlith Indian Band can also negotiate to take over the mortgage prior to a claim being filed by the lender. Since Neskonlith Indian Band holds the CP, it would continue to hold CP.

1. Eviction procedures can begin if adequate arrangement cannot be made with homeowner.
2. Home and lot can be transferred into the Neskonlith Indian Band's rental portfolio and the existing homeowners become tenants, or new tenants are selected.
3. the home and lot be put for sale for balance of the mortgage.

5.5 TRANSFER OF PRIVATELY OWNED HOMES ON CP LAND

Policy Statement

Transfer of Privately Owned Homes on CP Land is determined by Sections 42-50 of the Indian Act.

According to Section 42-50 of the Indian Act (Transfer of Lawful Possession under Will or Intestacy), when a locatee (CP land holder) dies, his or her lawful possession must be transferred to the heirs by an administrative transfer. If the heir(s) is a member, the lawful possession is transferred to that member. If the heir(s) is not a member, the interest must be sold to a member or to the First Nation, and the proceeds given to the non-member heir(s). All transfers must be approved by the Minister with proof of probate.

5.6 RENTAL OF PRIVATELY OWNED HOMES

Policy Statement

Landlords of privately owned homes on Neskonlith Indian Band are free to set rent and make conditions of occupancy without approval of Neskonlith administration.

If a member on Income Assistance wishes to rent a privately owned home, in order for Income Assistance to pay rent, the private landlord must provide the tenant with a lease agreement. The lease agreement must pre-approved by Housing Administration and welfare in order for it to be eligible for shelter allowance.

5.7 MARITAL BREAKDOWN (PRIVATE HOME OWNERSHIP)

Policy Statement

Neskonlith Indian Band encourages Band Members to seek legal counsel for professional advice on their unique circumstances regarding marital breakdown.

Matrimonial property on-reserve is a complex topic and changes based on the specific circumstances of each case. Neskonlith Indian Band encourages Band Members to seek legal counsel for professional advice on their unique circumstances.

Only the spouse with her/his name on the Certificate of Possession is in sole possession of the property and has the right to sell the family home after divorce/separation, and the other spouse does not have the right to the property. Married/common law couples living on reserve with both their names on the Certificate of Possession cannot prevent the other spouse from staying in their property after divorce/separation.

- End of Section -

APPENDIX A - MAINTENANCE & REPAIR RESPONSIBILITIES

NESKONLITH INDIAN BAND & TENANT MAINTENANCE AND REPAIR RESPONSIBILITIES

INTRODUCTION

This Schedule is a more detailed description of the Tenant's and Neskonlith Indian Band's responsibilities for the maintenance and repair of the Premises covered by the Rental Agreement.

TENANT RESPONSIBILITIES

EXTERIOR & GROUNDS

1. Screens damaged.
2. Holes in lawn caused by pets or children
3. Fencing and garbage stands damaged
4. Damage to lawns where cars have been parked.
5. Damage to light fixtures
6. Damage to landings and stairs (Willful damage)

INTERIOR OF BUILDING

1. Tile lifting because of excess water and no water and no wax being used or carpeting soiled or torn
2. Cracked or chipped tile if willfully damaged
3. Damage to drywall or doors
4. Gouges in walls from furniture etc.
5. Water damage to ceilings due to tenant negligence
6. Doors and lock sets damaged
7. Doors and drawers on kitchen cupboard doors
8. Bent or broken hinges on cupboard doors
9. Windows or locks broken
10. Window frames missing or damaged
11. Handrails pulled off the walls
12. Stairs chewed or gouged
13. To clean exhaust fans - kitchen and bathroom

ELECTRICAL

1. Switch and plug plates missing or broken
2. Porcelain lamp holders damaged
3. Interior pull chain light switches damaged
4. Damaged light fixtures

APPLIANCES

1. Cracked interior walls of fridges if willfully damaged
2. Chipped or cracked porcelain on stove and fridge
3. Ice trays missing or damaged
4. Range elements missing

PLUMBING

1. Plugged toilet, sink, or sewer line and filters
2. Stripped water taps, stems and handles
3. Chipped or cracked porcelain on sink, bath tub or toilet

- 4. Damaged toilet seats
- 5. Broken toilet or sinks (bathroom)
- 6. Trip lever damaged

HEATING

- 1. Clean air filter on furnaces
- 2. Thermostats damaged/ damage to oil tanks
- 3. Clean HRV and filter

NESKONLITH RESPONSIBILITY

It is acknowledged that this list may change from time to time.

STRUCTURE

- 1. Cracks in walls and ceilings due to construction
- 2. Sticking doors only when reported immediately and no other damages occurs
- 3. Sagging or shifting door frames
- 4. Siding replacement (10-15 years)
- 5. Load Bearing Walls & Foundation repairs
- 6. Roof/ Truss Repairs (10-20 years)
- 7. Flooring repairs due (5-10 years)

SYSTEMS

- 1. Water leaks - plumbing - roof – walls
- 2. Dripping taps
- 3. Broken or rusted out pipes and drains
- 4. Veneer coming off doors when reported immediately
- 5. Burnt out light switches on stove
- 6. Major furnace repairs

Tenant	Date	Neskonlith Indian Band	Date
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APPENDIX B - TRANSFER OF TENANCY

TRANSFER OF TENANCY

Date:

Name:

House Address:

I am giving up my residence for _____ year(s)/month(s) (Maximum time spam: two (2) years)

I will be prepared to move back into my house by _____ month/day/year.
I understand if I do not return in the specified time and I do not contact Housing Administration I will be giving up any expectation for moving back into this home.

Reason(s) for leaving:

_____ School

_____ Work

_____ Medical

_____ Other: _____

Explain:

Signature

Housing Administration Representative

Note: There will be a letter sent to your temporary address one (1) month before your expected return. Please ensure to notify the Housing Administration of your current address at this time.

Original to put in client files
Copy to clients

APPENDIX C - RENTAL AGREEMENT

This Residential Tenancy Agreement is made on _____, 20____ (the “**Agreement**”)

BETWEEN:

Neskonlith Indian Band

(the “**Landlord**”)

AND:

(the “**Tenant**”)

Being collectively the parties (the “**Parties**”) to this agreement.

IN CONSIDERATION OF THE MUTUAL PROMISES SET OUT IN THIS AGREEMENT, THE SUFFICIENCY OF WHICH IS AGREED TO BY BOTH PARTIES, THE PARTIES AGREE AS FOLLOWS:

1. APPLICATION OF THE NESKONLITH INDIAN BAND HOUSING POLICY

- a) The Landlord administers its rental housing program pursuant to the Neskonlith Indian Band Housing Policy (the “**Housing Policy**”), which applies to and forms part of this agreement. By signing this agreement the Tenant acknowledges that he or she has read and understood the Housing Policy and agrees to be bound, by both the terms of this agreement and the Housing Policy, as amended from time to time. In the event of any inconsistency between this agreement and the Housing Policy, this agreement shall prevail.

2. TENANT INFORMATION

Primary Tenant

Full name: _____
Mailing Address _____
Phone #1: _____ Phone #2: _____
Email Address: _____ Membership No.: _____

Co-Tenant (if applicable)

Full name: _____
Mailing Address _____
Phone #1: _____ Phone #2: _____
Email Address: _____ Membership No.: _____

3. THE RENTAL PROPERTY

- a) The Landlord holds the right of possession to the rental property known as:

Band Lot #: _____ House #: _____
Address: _____
Type of Dwelling: _____ BR#: _____ Hydro: _____

4. AGREEMENT TO RENT

- a) The Landlord agrees to rent the Rental Unit to the Tenant for use and occupation as a residential dwelling on the terms and conditions set out in this agreement, and the Tenant agrees to rent the Rental Unit and pay Rent to the Landlord in accordance with these terms.

5. CHANGES TO THIS AGREEMENT

- a) The Landlord may make changes to this agreement from time to time and, subject to paragraph 5(b), any change or addition to this agreement must be agreed to in writing by the Parties and appended to this agreement.
- b) Notwithstanding paragraph 5(a), the Landlord may amend or alter this agreement at its sole discretion and without the Tenant’s agreement or consent as it applies to the following:
 - i) an increase to Rent;
 - ii) a withdrawal of, or a restriction on, a service or facility;
 - iii) eviction for cause;
 - iv) pets;
 - v) access and inspection for purposes of health and safety; and
 - vi) access for purposes of asset protection and maintenance.

6. Authorized Occupants

- a) Only the following persons are authorized to occupy the Rental Unit on a permanent basis (continual residence for a period of 21 or more days):

Name	Member #	Birth Date	M/F

(collectively, the “Authorized Occupants”)

- c) The Rental Unit shall not have more than _____ Authorized Occupants.
- d) The Landlord shall not unreasonably prevent the Tenant from having guests in the Rental Unit.
- e) The Tenant may permit visitors to stay at the Rental Unit for up to 20 consecutive days.
- f) The Tenant may request in writing the Landlord’s consent to amend the list of Authorized Occupants to add or remove persons from the list. If the Landlord agrees, such consent shall be given in writing and appended to this agreement, along with the amended list of Authorized Occupants.
- g) The Tenant shall be responsible for the actions of all Authorized Occupants and guests. If the Tenant allows persons who are not Authorized Occupants to occupy the Rental Unit on a permanent basis without the Landlord’s prior written consent, then the Tenant shall be in default under this agreement and may be evicted for cause.

7. Term and Termination

- a) The Tenant’s right to occupy the Rental Unit starts on the _____ day of _____, 20____, and expires on the 31st of March immediately following that date (the “Term”).
- b) Provided that the Tenant is in compliance with the terms and conditions oft his agreement and the Housing Policy, the Parties may renew this agreement for a period of one year, expiring on March 31st of the year immediately following the date of renewal at the end of the Term (the “Subsequent Term”) and at the end of each Subsequent Term thereafter.
- c) If the Tenant does not wish to renew this agreement upon the expiry of the Term or Subsequent Term, the Tenant shall provide the Landlord with written notice of non-renewal 30

days prior to the end of the Term or Subsequent Term and shall vacate the Rental Unit at the end of the Term or Subsequent Term in accordance with section 16 of this agreement.

- d) Notwithstanding paragraph 7(c), if the Term begins after March 1st, the Tenant may give the Landlord written notice of non-renewal at any time during the Term and shall vacate the Rental Unit at the end of the Term in accordance with section 16 of this agreement.
- e) If the Parties do not renew this agreement at the end of the Term or Subsequent Term, and the Tenant has not given written notice of non-renewal, then a new tenancy from month to month shall be created and shall be subject to the terms and conditions of this agreement insofar as they are applicable to a month to month tenancy.
- f) The Landlord may terminate a month to month tenancy created pursuant to paragraph 7(e) at any time upon giving the Tenant 30 days' written notice of termination.
- g) The Parties may mutually agree in writing to terminate this agreement at any time during the Term or Subsequent Term, and such an agreement will specify the date on which the Tenant will vacate the Rental Unit.
- h) The Landlord may terminate this agreement for cause at any time in accordance with section 14 (Eviction) of this Agreement. The Tenant may terminate this agreement at any time by providing 30 days' written notice to the Landlord and is responsible for payment of any Rent coming due within the 30 day period. Such written notice must:
 - i) include the address of the Rental Unit;
 - ii) include the date of termination; and
 - iii) be signed and dated by the Tenant.
- i) The Tenant acknowledges and agrees that once notice of termination has been given by either Party to the other, the Landlord may enter the Rental Unit to show the Rental Unit to prospective tenants upon 24 hours written notice to the Tenant. The
- j) Tenant shall be liable for any damages the Landlord may experience, including but not limited to lost rent, for any interference or obstruction by or on behalf of the Tenant with the Landlord's efforts to enter the Rental Unit for this purpose.
- k) If the Tenant moves out of the Rental Unit without providing 30 days' notice as required under this agreement, he or she shall be responsible for paying the Rent for the following month.

8. RENT

- a) The Tenant agrees to pay rent in the amount of \$_____ to the Landlord on or before the 1st day of each month (the “Rent”). This paragraph is subject to any Rent increases given in accordance with this agreement and the Landlord's Housing Policy.
- h) The Tenant shall pay the first month's Rent to the Landlord prior to moving into the Rental Unit.
- i) Where the Term begins on a day that is other than the first day of a month, then the Tenant shall pay to the Landlord a prorated Rent of \$_____prior to moving into the Rental Unit to cover the period beginning on _____ the of _____and ending on the last day of such month.
- j) The Landlord will accept payment by cash, certified cheque, money order or bank draft. Payment is to be made at the Main Office in the Neskonlith Indian Band building.
- k) The Landlord may review the Rent each year on the anniversary date of this agreement, and may increase the Rent for the following year, by up to ____% per year, or in accordance with the CMHC operating budget.
- l) The Landlord shall give the Tenant at least three (3) months written notice before the date any Rent increase is to become effective
- m) Where there is more than one (1) Tenant under this agreement, each Tenant is jointly and severally liable for the full amount of the Rent.
- n) The Rent includes the following equipment and services (check all that apply):

	Water		Stove and oven
	Sewer		Refrigerator
	Garbage pick-up		Carpets

	Road maintenance		Washer
	Snow removal		Dryer
	Other (specify):		Heating System (specify, e.g. baseboards, woodstove,

- o) The Rent does not include electricity, heat / fuel, cable / internet or telephone. The Tenant is solely responsible for arranging and paying for any and all equipment and services not included in the Rent.
- p) If the Tenant receives regular payments of wages or honoraria from the Landlord’s payroll, or is otherwise on the Landlord’s payroll, then the Tenant (circle one) **does / does not** agree that the Landlord may deduct the Rent from the Tenant’s wage or honorarium cheques.

Initials: Landlord Tenant

9. SECURTY DEPOSIT

- a) Upon execution of this agreement, the Tenant will pay to the Landlord a security deposit equivalent to one month’s Rent to be held by the Landlord against proper performance of the Tenant’s covenants under this agreement (the “**Security Deposit**”), unless the Tenant receives social assistance, in which case no Security Deposit is required.
- q) The Landlord acknowledges receipt from the Tenant of \$_____ as the Security Deposit on _____, 20_____

Initials: Landlord Tenant

- r) The Security Deposit, plus accrued interest, will be reimbursed to the Tenant within 30 days of the Tenant vacating the Rental Unit, unless:
- i) the Tenant does not leave the Rental Unit in the condition as required under Section 17 (Vacating the Rental Unit) of this agreement; or

ii) the Tenant has unpaid Rent or rental arrears or otherwise owes the Landlord money under this agreement.
- s) The Landlord is entitled to use the Security Deposit to:
- iii) pay for the cost of repairing any damage to the Rental Unit not caused by normal wear and tear; and/or

iv) cover any unpaid Rent or rental arrears or other amounts which the Tenant owes to the Landlord in accordance with
- t) Any portion of the security deposit remaining after the Landlord has used the Security Deposit in accordance with paragraph nine (9) shall be reimbursed to the Tenant.

10. FAILURE TO PAY RENT/RENTAL ARREARS

- b) The Tenant must pay the Rent on time. Rent is late and in arrears if the full amount is not paid on or before the day it is due.
- c) If the Tenant fails to pay the Rent on time, the Landlord shall send the Tenant a first notice five (5) days after the date the Rent came due. The Tenant shall immediately pay the rental arrears in full or meet with the Landlord to enter into an Arrears Recovery Agreement.
- d) If no payment has been received or no Arrears Recovery Agreement is made within 15 days after the date the Rent came due, a second notice shall be delivered along with a scheduled time for a meeting between the Tenant and the Landlord to discuss the situation and to make

arrangements for the repayment of the rental arrears by entering into an Arrears Recovery Agreement.

- e) If no payment has been received or no Arrears Recovery Agreement has been entered into by the end of the month after the date the Rent came due, a final notice shall be delivered to the Tenant advising the Tenant that his / her debt has been transferred to a collection agency and that his / her credit rating will be affected negatively.
- f) If five (5) days after the date of the final notice, no payment has been made to the collection agency or the Tenant has failed to enter into and / or comply with the terms of an Arrears Recovery Agreement, an eviction notice shall be delivered to the Tenant and the Tenant will have 24 hours to vacate the Rental Unit.

11. USE OF THE RENTAL UNIT

- g) Subject to this agreement, the Tenant shall not use, or permit others to use, the Rental Unit for any purpose other than as a residential dwelling.
- h) The Tenant shall not operate, or permit others to operate, a home-based business from the Rental Unit without the prior written permission of the Landlord.
- i) The Tenant shall not sell, or permit others to sell, drugs, alcohol or any illicit goods or services from the Rental Unit. If the Landlord determines, in its sole discretion and acting reasonably, that a person residing at the Rental Unit is selling drugs, alcohol or any illicit goods or services from the Rental Unit, then the Landlord may terminate this agreement for cause.
- j) The Tenant shall not disturb the peace, and shall not permit others to disturb the peace, in or around the Rental Unit. If the Landlord determines, in its sole discretion, and acting reasonably, that a person residing at the Rental Unit has a pattern of behaviour that persistently disturbs the peace in or around the Rental Unit, then the Landlord may terminate this agreement for cause.
- k) The Tenant shall not keep pets or permit pets to be kept at the Rental Unit, except as provided for under this agreement. The Tenant shall not make any alterations to the Rental Unit, or to the use and occupation of the Rental Unit, without the prior written permission of the Landlord.

12. PETS

- a) NO pets are permitted inside or outside the Rental Unit without the prior written approval of the Landlord,
- b) The Tenant will be solely responsible for any damage to the Rental Unit that is caused by his / her pet(s).

13. SUBLEASING THE RENTAL UNIT

- a) In accordance with the Housing Policy, under certain circumstances the Tenant may be permitted to sublease the Rental Unit to another Neskonlith Indian Band member.
- b) The Tenant and the potential subtenant must apply for and obtain the Landlord's prior written permission for a sublease in accordance with the procedures for subleasing set out in the Housing Policy.
- u) If the Landlord approves the sublease and the Parties enter into a sublease agreement with a subtenant, this agreement shall remain in effect for the term of the sublease agreement and the Tenant shall continue to be responsible to ensure that all the obligations of this agreement are met.

14. EVICTION

- a) If the Tenant fails to perform or observe any of his or her covenants in this agreement or in the Housing Policy, or otherwise breaches the terms of this agreement or the Housing Policy, the Landlord may terminate this agreement for cause and issue an eviction notice, and thereupon the tenancy and the Tenant's rights under this Agreement shall cease absolutely, without right of re-entry, and the Landlord or its agent may re-enter the Rental Unit or any part of it, and thereafter have, possess and enjoy it as if this agreement had not been made.
- b) Without limiting the generality of the preceding paragraph 14(a), the Landlord may, at its sole discretion, issue an eviction notice if one or more of the following applies:
 - i) the Tenant fails to pay the Security Deposit within 30 days of the execution of this agreement;

- ii) the Landlord determines that the Tenant made false declarations on his or her housing application and was allocated the Rental Unit as a result of the false declarations;
 - iii) the Tenant, an Authorized Occupant and / or guest is convicted of engaging in illegal activities in the Rental Unit;
 - iv) the Tenant, an Authorized Occupant and / or guest has caused willful and / or extraordinary damage to the Rental Unit and / or the Landlord's property within the Rental Unit;
 - v) the Tenant, an Authorized Occupant and / or guest has caused a nuisance or an on-going disturbance to the community or has adversely affected or is likely to adversely affect the health, safety or well-being of the community;
 - vi) the Tenant ceases to be a Neskonlith Indian Band member or there are no Authorized Occupants who are Neskonlith Indian Band members;
 - vii) the Tenant does not repair, clean and / or maintain the Rental Unit as required under this agreement; and / or
 - viii) the Tenant has failed to comply with a material term of this agreement.
- c) Upon receiving an eviction notice, the Tenant shall have 24 hours to vacate the Rental Unit and shall leave the Rental Unit in the condition required under paragraph 16(b) of this agreement.

15. CONDITION INSPECTIONS

- a) The Landlord and Tenant shall jointly inspect the condition of the Rental Unit:
- i) upon execution of this agreement and prior to the Tenant moving into the Rental Unit;
 - ii) at any time when the Tenant starts keeping a pet during the tenancy;
 - iii) at the end of the tenancy;
 - iv) at any time as may be required by CMHC; and
 - v) at any other time as the Landlord may reasonably require.
- d) The Landlord may enter and inspect the Rental Unit at any time and for any reason with 24 hours prior written notice to the Tenant.
- e) The Landlord may enter and inspect the Rental Unit without notice to the Tenant if one or more of the following applies:
- i) there is an emergency and the entry is necessary to protect life or property;
 - ii) the Tenant gives the Landlord permission; or
 - iii) there is evidence that the Tenant has abandoned the Rental Unit for a period of 30 or more consecutive days.

16. VACATING THE RENTAL UNIT

- a) The Tenant shall deliver up vacant possession of the Rental Unit to the Landlord on or before 1:00 pm of the day the tenancy and this agreement are deemed to end (the "**Termination Date**"). Vacant possession means removing all persons and personal possessions from the Rental Unit and the premises and return all keys and access devices to the Landlord.
- b) On or before the Termination Date, the Tenant shall leave the Rental Unit in a clean, undamaged condition to facilitate immediate re-rental. Re-rentable condition means:
- i) floors and walls are cleaned and washed;
 - ii) carpets vacuumed and cleaned, all stains shampooed out;
 - iii) all electric light bulbs functioning and in place
 - iv) all light fixtures whole and undamaged;
 - v) refrigerator and / or freezer cleaned of all food and stains and defrosted;
 - vi) range cleaned and free of all grease / debris inside and out, all fuses in working order;
 - vii) all surfaces cleaned and all storage fixtures (cabinets, closets, etc.) empty and clean;
 - viii) all garbage removed from Rental Unit;
 - ix) washer and dryer cleaned inside and out; and
 - x) all debris cleaned out from under or behind any appliances.

- c) The Tenant shall be liable for any expense or loss incurred by the Landlord due to the failure of the Tenant to vacate the Rental Unit promptly and as required, or to leave it in an immediately re-rentable condition.

17. INSURANCE AND INDEMNITY

- a) The Tenant is solely responsible for insuring his or her own personal property at his or her own expense against loss from any and all causes. The Landlord, including the Neskonlith Indian Band Housing Administration shall in no event be responsible for the loss, destruction, theft of, or damages to such property.
- d) The Tenant shall indemnify and save the Landlord harmless from all liabilities, fines, suits and claims of any kind for which the Landlord may be liable or suffer by reason of the Tenant's occupancy of the Rental Unit.
- e) The Tenant shall not do, or omit to do, anything which may render void or voidable any policy of insurance held by the Landlord generally and / or the Neskonlith Indian Band Housing Administration specifically.
- f) The Landlord shall maintain replacement insurance for the Rental Unit in case of damage or destruction caused by fire, earthquake, flooding or other act of God.
- g) The Tenant shall be responsible to pay the deductible on the Landlord's insurance for any claims arising as a result of wilful damage to the Rental Unit caused by the Tenant, an Authorized Occupant and / or guest.

18. MAINTENANCE

Landlord Responsibilities

- a) The Landlord shall perform and / or bear the cost of repairs that are deemed to be the Landlord's responsibility under the terms of this agreement and as detailed in Schedule "A" to this agreement.
- b) The Landlord is responsible for major repairs and replacements, repairs arising from normal wear and tear, and preventative maintenance necessary to ensure compliance with health and safety standards and / or to extend the useful life of the Rental Unit, unless the repair or replacement is required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and / or guest.
- h) Subject to paragraph 14(b) and funding availability, the Landlord is responsible for the following major repairs and replacements:
 - i) roof repairs;
 - ii) plumbing repairs;
 - iii) hot water tank replacement;
 - iv) electrical system repairs;
 - v) major structural repairs;
 - vi) electrical fixture replacement;
 - vii) repairing or replacing appliances owned by the Landlord;
 - viii) replacing broken windows and screens;
 - ix) repairing and replacing floors, doors and cupboards;
 - x) repairing or replacing locks;
 - xi) repair of damage or vandalism that has been reported to the Landlord by the Tenant within ____ hours / days of its occurrence, that is not attributed to the negligence or wilful act of the Tenant, another Authorized Occupant, or guest of the Tenant, as determined by the Landlord, acting reasonably; and
 - xii) any other major repairs or replacements deemed reasonable by the Landlord(collectively, the "**Landlord Repairs**").
- d) The Tenant shall provide the Landlord with written notice of any Landlord Repairs that may be required and the Landlord shall have a reasonable time to perform the Landlord Repairs.
- e) The Tenant shall ensure that any area where the Landlord is to perform Landlord Repairs is safe and free of clutter, waste and / or other hazards that could render the performance of the Landlord Repairs hazardous.

Tenant Responsibilities

- f) The Tenant shall be directed to carry out and / or bear the cost of repairs that are deemed to be the Tenant's responsibility under the terms of this agreement and as detailed in Schedule "A" to this agreement.
- g) The Tenant is responsible for general maintenance, cleaning, decorative repairs, and minor day-to-day repairs and replacements and is solely responsible for the carrying out and / or bearing the cost of all repairs and replacements required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and / or guest.
- h) If the Tenant fails to carry out a repair or replacement for which he / she is deemed responsible within a reasonable time, the Landlord may perform the repair or replacement and invoice the Tenant for the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this agreement.
- i) The Tenant shall keep the grounds surrounding the Rental Unit clean, the grass cut and free of refuse, animal waste, uninsured and / or inoperable vehicles or vessels, vehicle parts, equipment, appliances, and debris such as building materials. If the Landlord has to remove any of these items or do yard clean up then the Tenant will be invoiced the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this agreement.
- j) The Tenant is not responsible for replacements or repairing damage that is caused by normal wear and tear. For greater clarity, normal wear and tear is unavoidable deterioration to the Rental Unit and its fixtures that naturally and inevitably occurs as a result of normal use or aging and includes some matting of carpeting, a few nail holes, and some fading or yellowing of paint, but does not include stains or burns on the carpet, broken windows, broken or missing blinds or window coverings, gouges in the doors or walls, infestations caused by pets or negligence, pet scratches on molding or doors, or damage caused by the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and / or guest.
- k) The Tenant shall immediately report all damage to the Rental Unit to the Landlord within three (3) days, or immediately if the damage is in relation to an accident, break or defect in water, heating or electrical systems, or is otherwise of a nature sufficient to constitute an emergency.
- l) The Tenant shall be responsible for all costs, including applicable insurance deductibles, associated with repairs to the Rental Unit and / or replacement of any fixtures and / or appliances, where the damage has been caused or permitted to occur from the wilful or negligent conduct of the Tenant, an Authorized Occupant and / or a guest.
- m) The Landlord may require the Tenant to undertake reasonable repair or maintenance on the Rental Unit by written notice within a specified time where the repair or maintenance is the responsibility of the Tenant under this agreement.
- n) The Landlord may charge any amounts owing for invoices given to the Tenant under this section as Additional Rent and any such Additional Rent shall be payable as Rent in accordance with section 8 (Rent) of this Agreement.
- o) The Tenant must receive written permission from the Landlord prior to making any major repairs, alterations, additions or improvements to the Rental Unit and, where applicable, is responsible for obtaining any permits or licenses required under any Neskonalith Indian Band policy or law.
- p) If the Tenant makes an alteration, addition or improvement to the Rental Unit without first obtaining permission from the Landlord, the Tenant shall be solely responsible for returning the Rental Unit to its original condition at the Tenant's own expense and at no cost to the Landlord. The Tenant shall not be reimbursed for any alteration, addition or improvement he / she completed at his / her own expense.
- q) Except where otherwise agreed to in writing by the Parties, all improvements to the Rental Unit will become the property of the Landlord upon the termination of this agreement.

19. EMERGENCY REPAIRS

- a) **"Emergency Repairs"** are repairs that are urgent and necessary for the health and safety of persons or the preservation or use of the Rental Unit, and are limited to repairs to:
 - i) major leaks in pipes or the roof;
 - ii) damaged or blocked water or sewer pipes or plumbing fixtures;
 - iii) the primary heating system;
 - iv) the electrical system;

- v) deficiencies to the integrity of the structure; and
 - vi) any other damage that poses an immediate and urgent jeopardy to the Rental Unit or to the health and safety of persons.
- b) The Landlord shall post and maintain in a conspicuous place at the Rental Unit, or give to the Tenant in writing, the name, telephone number and email address of the designated contact person for Emergency Repairs.
- c) If Emergency Repairs are required:
 - i) the Tenant shall contact the designated contact person immediately and without delay;
 - ii) the Tenant will make at least two (2) attempts to contact the designated contact person, and shall give the Landlord a reasonable time to complete the Emergency Repairs;
 - iii) if the Landlord does not complete the Emergency Repairs within a reasonable time, the Tenant may undertake the Emergency Repairs, and claim reimbursement from the Landlord upon presentation of a receipt; and
 - iv) the Landlord may take over completion of the Emergency Repairs from the Tenant at any time.

20. LOCKS & FORCED ENTRY

- a) The Landlord shall not change locks or other means of access to the Rental Unit except in the case of eviction or of forced entry by a third party.
- d) If the Rental Unit locks or door frame are damaged as a result of forced entry by a third party, the Landlord shall repair the locks, hardware, door and / or frame.
- e) The Tenant shall not change locks or other means of access to the Rental Unit, without the Landlord's prior written consent.

21. QUIET ENJOYMENT OF THE RENTAL UNIT

- a) For the duration of this agreement, the Rental Unit is the Tenant's home and the Tenant is entitled to quiet enjoyment and exclusive use of the Rental Unit, reasonable privacy, and freedom from unreasonable disturbance.

22. ABANDONMENT

- a) The Rental Unit is deemed to be abandoned if the Tenant has been absent from the Rental Unit for 30 or more consecutive days without the Landlord's prior written consent and the Rent and / or utility payments are unpaid for 30 days or more and the Tenant has not communicated with the Landlord regarding the rental arrears.
- b) If the Rental Unit is abandoned, this agreement is terminated and the Landlord may re-enter the Rental Unit and such re-entry may be made without notice to the Tenant and without liability for damage or prosecution.
- c) If the Tenant leaves any personal property at or in the abandoned Rental Unit, the Tenant will have five (5) days from the date the Rental Unit is deemed abandoned to obtain permission from the Landlord to enter the Rental Unit and remove the personal property, after which, the Landlord may dispose of the personal property at its sole discretion.
- d) If the Rental Unit is abandoned, the Tenant shall be liable to the Landlord for:
 - i) any costs the Landlord incurs to store and dispose of any of the Tenant's personal property remaining at or in the Rental Unit and to repair, clean or otherwise bring the Rental Unit into re-rentable condition; and
 - ii) Rent for the month following the date the Rental Unit is deemed abandoned and any outstanding rental arrears.
- e) The Landlord may apply any proceeds of disposition of the Tenant's personal property to the costs and debts set out in paragraph 22 (d) and may claim for any deficiency outstanding, and recovery of these amounts shall constitute damages recoverable by the Landlord as a consequence of the breach of this agreement by the Tenant.

23. LIABILITY

- a) The Landlord shall not, in any event whatsoever, be liable or responsible in any way for:
 - i) any personal injury or death that may be suffered or sustained by the Tenant, an Authorized Occupant, or any agent or guest or any other person who may be in or at the Rental Unit;

- ii) any loss or damage or injury to any property, including cars and contents thereof belonging to the Tenant, or to an Authorized Occupant or to any other person while such property is at or in the Rental Unit;
- iii) without limiting the generality of the foregoing, any damages to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Rental Unit, or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any place or quarter;
- iv) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring;
- v) any damage to or loss of any property left at or in the Rental Unit subsequent to the Tenant giving up possession of the Rental Unit whether or not said deliver of possession by the Tenant was voluntary, whether caused or attributable to anything done or omitted to be done by the Landlord or any other person; or
- vi) any damage to or loss of property incurred by the Tenant as a result of an Act of God, including but not limited to the following: severe storm; lightning; flood; earthquake; infestation of vermin; and insects.

24. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

- a) The Landlord shall give the Tenant a copy of this agreement promptly and in any event within 21 days of executing the agreement.

25. RESOLUTION OF DISPUTES

- a) If there is a dispute between the Parties with respect to the rights and obligations of the Parties under this agreement, the terms of this agreement, or any other matter related to this agreement, such dispute shall be resolved through the appeal process set out in the Housing Policy.

26. LEGAL

- a) Nothing in this agreement constitutes an allotment under s. 20 of the Indian Act, and shall not be construed as evidence of an intention by the Landlord to transfer legal possession of lands set apart for the use and benefit of the members of Neskonlith Indian Band, in common.
- b) Failure by the Landlord to enforce any provision of this agreement does not constitute a waiver of that provision and the Landlord is not stopped from enforcing such provision at any time.

27. NOTICE

- a) All notices under this agreement are to be given in writing and shall be deemed to have been received by the other party:
 - i) if by hand or courier, on the date of delivery;
 - ii) if by mail or registered mail, that date five (5) business days after mailing; and
 - iii) if by fax or email, on the date of transmission or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business on the first working day following the transmission.
- b) Notice to the Tenant may be given by:
 - i) hand delivery to the Tenant;
 - ii) ordinary or registered mail to the Tenant's residential address as provided in section 2 of this agreement;
 - iii) leaving a copy with an adult who apparently resides with the Tenant;
 - iv) leaving a copy in a mail box or mail slot for the address at the Rental Unit;
 - v) attaching a copy to a door or other conspicuous place on the Rental Unit; or
 - vi) transmitting a copy to a fax number or email address provided by the Tenant.
- c) Notice to the Landlord may be given by
 - i) hand delivery to the Landlord's Director Responsible for Housing or Housing Administration;
 - ii) ordinary or registered mail to the Landlord's Housing Administration;

- iii) leaving a copy at the Landlord’s Housing Administration in such place as may be designated by the Landlord for such delivery;
- iv) attaching a copy to the front door of the Landlord’s Housing Administration or
- v) transmitting a copy to the Landlord’s Housing Administration’s fax number or email address.

28. GENERAL

- a) Time is of the essence in this agreement.
- b) All payments to the Landlord under this agreement will be provided to Neskonlith Indian Band and will be made by cash, cheque, bank draft, or money order or made payable to Neskonlith Indian Band.
- c) Words in the singular include the plural form, unless the context otherwise requires.
- d) This agreement, the Schedules to this agreement, and the Housing Policy, constitute the entire agreement between the Parties pertaining to the subject matter of this agreement, and supersedes all previous or collateral understandings, representations, undertakings, statements or other agreements.

29. ADDITIONAL TERMS

- a) The following are additional terms agreed to by the Landlord and the Tenant (e.g. parking, smoking, etc.):

Initials: Landlord Tenant

30. ACCEPTANCE

a) The Tenant acknowledges that he or she has read this agreement, the Schedules to this agreement and the Housing Policy, and that he or she understands and agrees with the provisions of this agreement, its Schedules and the Housing Policy, and that he or she has had the opportunity to seek independent legal advice with respect to this agreement.

The parties have executed this Agreement on _____, 20____

Signed by (NESKONLITH INDIAN BAND) LANDLORD AUTHORIZED

SIGNATORY at _____

in the Province of _____

day of _____, 20____, in the presence of: _____

Signature of Witness

Authorized Signatory Neskonlith Indian
Band Housing Administration

Name of Witness

Address of Witness

Occupation of Witness

Signed by (NESKONLITH INDIAN BAND) Tenant a

in the Province of _____

day of _____, 20____, in the presence of: _____

Signature of Witness

Tenant

Name of Witness

Print Tenant Name

Address of Witness

Occupation of Witness

Signed by (NESKONLITH INDIAN BAND) Subtenant at

_____ in the Province of _____

day of _____, 20____, in the presence of: _____

Signature of Witness

Co-Tenant

Name of Witness

Print Co-Tenant Name

Address of Witness

Occupation of Witness

APPENDIX D – RENT-TO-OWN AGREEMENT

This Rent-to-Own Tenancy Agreement is made on _____, 20__ .
 BETWEEN: Neskonlith Indian Band (the “**Landlord**”)

AND:

(the “**Tenant**”)

Being collectively the parties (the “**Parties**”) to this agreement.
 WHEREAS:

- A. The Landlord holds the right of possession to the house and lot identified as:
 Address: _____

Lot #: _____	House #: _____	Type of Dwelling: _____	# of BR: _____
-----------------	-------------------	----------------------------	-------------------

- (the “**Rental Unit**”).
- B. The Landlord has a mortgage for the Rental Unit through the Canada Housing and Mortgage and Housing Corporation Section 95 social housing program in the amount of \$ _____ (the “**Mortgage**”).
- C. The Mortgage commenced on _____[date] and is amortized over 25 years with a discharge date of _____[date] (the “**Mortgage Discharge Date**”).
- D. The current balance of the Mortgage, as of the date of execution of this Agreement, is \$ _____ and there are _____ years remaining before the Mortgage Discharge Date.

IN CONSIDERATION OF THE MUTUAL PROMISES SET OUT IN THIS AGREEMENT, THE SUFFICIENCY OF WHICH IS AGREED TO BY BOTH PARTIES, THE PARTIES AGREE AS FOLLOWS:

1.0 APPLICATION OF THE FIRST NATIONS HOUSING POLICY

- a) The Landlord administers its rental housing program pursuant to the Neskonlith Housing Policy (the “**Housing Policy**”), which applies to and forms part of this agreement. By signing this agreement the Tenant acknowledges that he or she has read and understood the Housing Policy and agrees to be bound by both the terms of this agreement and the Housing Policy, as amended from time to time. In the event of any inconsistency between this agreement and the Housing Policy, this agreement shall prevail.

2.0 TENANT INFORMATION

Primary Tenant

Full name: _____

Mailing Address: _____

Phone #1: _____	Phone #2: _____
Email Address: _____	Membership No.: _____

Co-Tenant (if applicable)

Full name: _____

Mailing Address:

Phone #1:

Phone #2:

Email Address:

Membership No.:

3.0 AGREEMENT TO RENT WITH OPTION TO PURCHASE

- a) The Landlord agrees to rent the Rental Unit to the Tenant for use and occupation as a residential dwelling on the terms and conditions set out in this agreement, and the Tenant agrees to rent the Rental Unit and pay the Rent (as defined in paragraph 7(a) of this agreement) to the Landlord in accordance with these terms.
- b) The Landlord grants to the Tenant the option to purchase the Rental Unit (the “Option”). The Landlord will not attempt the sale of the Rental Unit to any other party during the term of this agreement.
- c) The total purchase price for the Rental Unit is \$_____, being equivalent to the total Mortgage amount held by the Landlord plus interest plus services minus the CMHC subsidy (the “Purchase Price”).
- d) For each month that the Tenant pays Rent in accordance with this agreement, the full amount of the Rent shall be applied to the Purchase Price.
- e) Provided that the Tenant pays the Rent regularly in accordance with this agreement and without assistance from the Landlord, the Purchase Price will be deemed to have been paid in full and the Tenant will become eligible to exercise the Option as follows:

Age of Mortgage (as determined by the Mortgage anniversary date) when Tenant occupied Rental Unit:	Eligibility Date:
0 – 10 years	On Mortgage Discharge Date
11+ years	After 15 years from the date of this agreement

- f) When the Tenant becomes eligible to exercise the Option in accordance with the preceding paragraph, the Landlord will deliver to the Tenant a written notice advising that the Tenant may exercise the Option. The Option will begin at _____ AM/PM on the date not less than two days after the Tenant receives the Landlord’s notice of discharge and expire at _____AM/PM _____ days thereafter.
- g) To exercise the Option, the Tenant must deliver to the Landlord a written notice of exercise of option before the Option expires, along with an application for transfer of the certificate of possession held by the Landlord.
- h) Upon receipt of the Tenant’s written notice of exercise of option and application for transfer of the certificate of possession, the Landlord will transfer the certificate of possession to the Tenant, provided that the Tenant:
 - i) has complied with all the terms and conditions of this Agreement;
 - ii) has lived in the Rental Unit and has regularly paid Rent without assistance from the Landlord for at least _____ years; and
 - iii) has no outstanding debts or arrears owing to the Landlord.
- i) If this Agreement ends or is terminated by either Party before the Tenant becomes eligible to exercise the Option, the Option is likewise terminated and the Tenant is not entitled to be reimbursed any of the Rent paid to the Landlord or to be compensated in any way for such equity in the Rental Unit as the paid Rent may otherwise represent.

4.0 CHANGES TO THIS AGREEMENT

- a) The Landlord may make changes to this agreement from time to time and, subject to paragraph 4(b)any change or addition to this agreement must be agreed to in writing by the Parties and appended to this agreement.
- b) Notwithstanding paragraph 5(a), the Landlord may amend or alter this agreement at its sole discretion and without the Tenant’s agreement or consent as it applies to the following:
 - i) an increase to Rent;
 - ii) a withdrawal of, or a restriction on, a service or facility;
 - iii) eviction for cause;
 - iv) pets;
 - v) access and inspection for purposes of health and safety; and
 - vi) access for purposes of asset protection and maintenance.

5.0 AUTHORIZED OCCUPANTS

- a) Only the following persons are authorized to occupy the Rental Unit on a permanent basis (continual residence for a period of 21 or more days):

Name	Member #	Birth Date	Sex

(collectively, the “**Authorized Occupants**”)

- b) The Rental Unit shall not have more than _____ Authorized Occupants.
- c) The Landlord shall not unreasonably prevent the Tenant from having guests in the Rental Unit.
- d) The Tenant may permit visitors to stay at the Rental Unit for up to 20 consecutive days.
- e) The Tenant may request in writing the Landlord’s consent to amend the list of Authorized Occupants to add or remove persons from the list. If the Landlord agrees, such consent shall be given in writing and appended to this agreement, along with the amended list of Authorized Occupants.
- f) The Tenant shall be responsible for the actions of all Authorized Occupants and guests. If the Tenant allows persons who are not Authorized Occupants to occupy the Rental Unit on a permanent basis without the Landlord’s prior written consent, then the Tenant shall be in default under this agreement and may be evicted for cause.

6.0 TERM AND TERMINATION

- a) The Tenant’s right to occupy the Rental Unit starts on the _____ day of _____, 20____, and expires on the 31st of March immediately following that date (the “**Term**”).
- b) Provided that the Tenant is in compliance with the terms and conditions of this agreement and the Housing Policy, the Parties may renew this agreement for a period of one year, expiring on March 31st of the year immediately following the date of renewal at the end of the Term (the “**Subsequent Term**”) and at the end of each Subsequent Term thereafter.
- c) If the Tenant does not wish to renew this agreement upon the expiry of the Term or Subsequent Term, the Tenant shall provide the Landlord with written notice of non-renewal 30 days prior to the end of the Term or Subsequent Term and shall vacate the Rental Unit at the end of the Term or Subsequent Term in accordance with Section 15.0 (Vacating the Rental Unit) of this agreement.
- d) Notwithstanding paragraph 6(c), if the Term begins after March 1st, the Tenant may give the Landlord written notice of non-renewal at any time during the Term and shall vacate the Rental Unit at the end of the Term in accordance with Section 15.0 (Vacating the Rental Unit) of this agreement.
- e) If the Parties do not renew this agreement at the end of the Term or Subsequent Term, and the Tenant has not given written notice of non-renewal, then a new tenancy from month to month shall be created and shall be subject to the terms and conditions of this agreement insofar as they are applicable to a month to month tenancy.
- f) The Landlord may terminate a month to month tenancy created pursuant to paragraph 7(e) at any time upon giving the Tenant 30 days’ written notice of termination.
- g) The Parties may mutually agree in writing to terminate this agreement at any time during the Term or Subsequent Term, and such agreement will specify the date on which the Tenant will vacate the Rental Unit.
- h) The Landlord may terminate this agreement for cause at any time in accordance with Section 13.0 (Eviction) of this Agreement.
- i) The Tenant may terminate this agreement at any time by providing 30 days written notice to the Landlord, and is responsible for payment of any Rent coming due within the 30 day period. Such written notice must:
 - i) include the address of the Rental Unit;
 - ii) include the date of termination; and
 - iii) be signed and dated by the Tenant.
- j) The Tenant acknowledges and agrees that once notice of termination has been given by either Party to the other, the Landlord may enter the Rental Unit to show the Rental Unit to prospective tenants upon 24 hours written notice to the Tenant. The Tenant shall be liable for any damages the Landlord may experience, including but not limited to lost rent, for any interference or obstruction by or on behalf of the Tenant with the Landlord’s efforts to enter the Rental Unit for this purpose.
- k) If the Tenant moves out of the Rental Unit without providing 30 days notice as required under this agreement, he or she shall be responsible for paying the Rent for the following month.

7.0 RENT

- a) The Tenant agrees to pay rent in the amount of \$_____ to the Landlord on or before the 1st day of each month (the “**Rent**”). This paragraph is subject to any Rent increases given in accordance with this agreement, the Housing Policy and the relevant CMHC Operating Agreement.
- b) The Tenant shall pay the first month’s Rent to the Landlord prior to moving into the Rental Unit.
- c) Where the Term begins on a day that is other than the first day of a month, then the Tenant shall pay to the Landlord a pro-rated Rent of \$_____ prior to moving into the Rental Unit to cover the period beginning on the _____ of _____ and ending on the last day of such month.
- d) The Landlord will accept payment by cash, certified cheque, money order or bank draft. Payment is to be made at the Finance Office in the Neskonlith administration building.
- e) The Landlord may review the Rent each year on the anniversary date of this agreement, and may increase the Rent for the following year, by up to _% per year, or in accordance with the CMHC operating budget.
- f) The Landlord shall give the Tenant at least three months written notice before the date any Rent increase is to become effective.
- g) Where there is more than one Tenant under this agreement, each Tenant is jointly and severally liable for the full amount of the Rent.
- h) The Rent includes the following equipment and services (check all that apply):

<input type="checkbox"/>	Water	<input type="checkbox"/>	Stove and oven
<input type="checkbox"/>	Sewer	<input type="checkbox"/>	Refrigerator
<input type="checkbox"/>	Garbage pick-up	<input type="checkbox"/>	Carpets
<input type="checkbox"/>	Road maintenance	<input type="checkbox"/>	Washer
<input type="checkbox"/>	Snow removal	<input type="checkbox"/>	Dryer
<input type="checkbox"/>	Other (specify):	<input type="checkbox"/>	Heating System (specify, e.g., baseboards, woodstove, furnace, heat pump):

- i) The Rent does not include electricity, heat/fuel, cable/internet or telephone. The Tenant is solely responsible for arranging and paying for any and all equipment and services not included in the Rent.
- j) If the Tenant receives regular payments of wages or honoraria from the Landlord’s payroll, or is otherwise on the Landlord’s payroll, then the Tenant (circle one) **does / does not** agree that the Landlord may deduct the Rent from the Tenant’s wage or honorarium cheques.

Initials:

Landlord

Tenant

8.0 SECURITY DEPOSIT

- a) Upon execution of this agreement, the Tenant will pay to the Landlord a security deposit equivalent to one month’s Rent to be held by the Landlord against proper performance of the Tenant’s covenants under this agreement (the “**Security Deposit**”).
- b) The Landlord acknowledges receipt from the Tenant of \$_____ as the Security Deposit on _____, 20____.

Initials:

Landlord

Tenant

- c) The Security Deposit, plus accrued interest, will be reimbursed to the Tenant within 30 days of the Tenant vacating the Rental Unit, unless the Tenant:
 - i) exercises the Option, as set out in paragraph 3(b) , in which case, the Security Deposit will be credited toward the Purchase Price;
 - ii) does not leave the Rental Unit in the condition as required under Section 15.0 (Vacating the Rental Unit) of this agreement; or
 - iii) has unpaid Rent or rental arrears or otherwise owes the Landlord money under this agreement.
- d) Where the Tenant does not exercise the Option, the Landlord is entitled to use the Security Deposit to:
 - i) pay for the cost of repairing any damage to the Rental Unit not caused by normal wear and tear; and/or
 - ii) cover any unpaid Rent or rental arrears or other amounts which the Tenant owes to the Landlord in accordance with this agreement.
- e) Any portion of the Security Deposit remaining after the Landlord has used the Security Deposit in accordance with paragraphs 8(d) (i) and (ii) shall be reimbursed to the Tenant.

9.0 FAILURE TO PAY RENT/RENTAL ARREARS

- a) The Tenant must pay the Rent on time. Rent is late and in arrears if the full amount is not paid on or before the day it is due.
- b) If the Tenant fails to pay the Rent on time, the Landlord shall send the Tenant a first notice 7 days after the date the Rent came due. The Tenant shall immediately pay the rental arrears in full or meet with the Landlord to enter into an Arrears Agreement.
- c) If no payment has been received or no Arrears Agreement is made within 30 days after the date the Rent came due, a second notice shall be delivered along with a scheduled time for a meeting between the Tenant and the Landlord to discuss the situation and to make arrangements for the repayment of the rental arrears by entering into an Arrears Agreement.
- d) If no payment has been received or no Arrears Agreement has been entered into within 45 days after the date the Rent came due, a final notice shall be delivered to the Tenant advising the Tenant that his/her debt has been transferred to a collection agency and that his/her credit rating will be affected negatively.
- e) If 30 days after the date of the final notice, no payment has been made to the collection agency or the Tenant has failed to enter into and/or comply with the terms of an Arrears Agreement, an eviction notice shall be delivered to the Tenant and the Tenant will have 48 hours to vacate the Rental Unit.
- f) If the Tenant receives two second Notices within one fiscal year, the Landlord will terminate this agreement and evict the Tenant.

10.0 USE OF THE RENTAL UNIT

- a) Subject to this agreement, the Tenant shall not use, or permit others to use, the Rental Unit for any purpose other than as a residential dwelling.
- b) The Tenant shall not operate, or permit others to operate, a home-based business from the Rental Unit without the prior written permission of the Landlord.
- c) The Tenant shall not sell, or permit others to sell, drugs, alcohol or any illicit goods or services from the Rental Unit. If the Landlord determines, in its sole discretion and acting reasonably, that a person residing at the Rental Unit is selling drugs, alcohol or any illicit goods or services from the Rental Unit, then the Landlord may terminate this agreement for cause.
- d) The Tenant shall not disturb the peace, and shall not permit others to disturb the peace, in or around the Rental Unit. If the Landlord determines, in its sole discretion, and acting reasonably, that a person residing at the Rental Unit has a pattern of behaviour that persistently disturbs the peace in or around the Rental Unit, then the Landlord may terminate this agreement for cause.
- e) The Tenant shall not keep pets or permit pets to be kept at the Rental Unit, except as provided for under this agreement. The Tenant shall not make any alterations to the Rental Unit, or to the use and occupation of the Rental Unit, without the prior written permission of the Landlord.

11.0 PETS

- a) NO pets are permitted inside or outside the Rental Unit without the prior written approval of the Landlord, which approval shall be in the form of a pet policy addendum, as set out in the Housing Policy, signed by the Landlord and Tenant and appended to this agreement.
- b) The Tenant shall comply with the Neskonlith Animal Control Bylaw at all times.
- c) The Tenant shall meet his/her obligations for care of the Rental Unit and property as outlined in this agreement, the Housing Policy and the pet policy addendum to this agreement.
- d) The Tenant will be solely responsible for any damage to the Rental Unit that is caused by his/her pet(s).

12.0 SUBLEASING THE RENTAL UNIT

- a) In accordance with the Housing Policy, under certain circumstances the Tenant may be permitted to sublease the Rental Unit to another Neskonlith member.
- b) The Tenant and the potential subtenant must apply for and obtain the Landlord's prior written permission for a sublease in accordance with the procedures for subleasing set out in the Housing Policy.
- c) If the Landlord approves the sublease and the Parties enter into a sublease agreement with a subtenant, this agreement shall remain in effect for the term of the sublease agreement and the Tenant shall continue to be responsible to ensure that all the obligations of this agreement are met.

13.0 EVICTION

- a) If the Tenant fails to perform or observe any of his or her covenants in this agreement or in the Housing Policy, or otherwise breaches the terms of this agreement or the Housing Policy, the Landlord may terminate this agreement for cause and issue an eviction notice, and thereupon the tenancy and the Tenant's rights under this Agreement shall cease

absolutely, without right of re-entry, and the Landlord or its agent may re-enter the Rental Unit or any part of it, and thereafter have, possess and enjoy it as if this agreement had not been made.

- b) Without limiting the generality of the preceding paragraph 13(a), the Landlord may, at its sole discretion, issue an eviction notice if one or more of the following applies:
 - i) the Tenant fails to pay the Security Deposit within 30 days of the execution of this agreement;
 - ii) the Landlord determines that the Tenant made false declarations on his or her housing application and was allocated the Rental Unit as a result of the false declarations;
 - iii) the Tenant, an Authorized Occupant and/or guest is convicted of engaging in illegal activities in the Rental Unit;
 - iv) the Tenant, an Authorized Occupant and/or guest has caused willful and/or extraordinary damage to the Rental Unit and/or the Landlord's property within the Rental Unit;
 - v) the Tenant, an Authorized Occupant and/or guest has caused a nuisance or an on-going disturbance to the community or has adversely affected or is likely to adversely affect the health, safety or well-being of the community;
 - vi) the Tenant ceases to be a Neskonlith member or there are no Authorized Occupants who are Neskonlith members;
 - vii) the Tenant does not repair, clean and/or maintain the Rental Unit as required under this agreement; and/or
 - viii) the Tenant has failed to comply with a material term of this agreement.
- c) Upon receiving an eviction notice, the Tenant shall have 48 hours to vacate the Rental Unit and shall leave the Rental Unit in the condition required under paragraph 15(b) of this agreement.

14.0 CONDITION INSPECTIONS

- a) The Landlord and Tenant shall jointly inspect the condition of the Rental Unit:
 - i) upon execution of this agreement and prior to the Tenant moving into the Rental Unit;
 - ii) at any time when the Tenant starts keeping a pet during the tenancy;
 - iii) at the end of the tenancy;
 - iv) at any time as may be required by CMHC; and
 - v) at any other time as the Landlord may reasonably require.
- b) The Landlord may enter and inspect the Rental Unit at any time and for any reason with 24 hours prior written notice to the Tenant.
- c) The Landlord may enter and inspect the Rental Unit without notice to the Tenant if one or more of the following applies:
 - i) there is an emergency and the entry is necessary to protect life or property;
 - ii) the Tenant gives the Landlord permission; or
 - iii) there is evidence that the Tenant has abandoned the Rental Unit for a period of 30 or more consecutive days.

15.0 VACATING THE RENTAL UNIT

- a) The Tenant shall deliver up vacant possession of the Rental Unit to the Landlord on or before 1:00 p.m. of the day the tenancy and this agreement are deemed to end (the **"Termination Date"**). Vacant possession means removing all persons and personal possessions from the Rental Unit and the premises and returning all keys and access devices to the Landlord.
- b) On or before the Termination Date, the Tenant shall leave the Rental Unit in a clean, undamaged condition to facilitate immediate re-rental. Re-rentable condition means:
 - i) floors and walls are cleaned and washed;
 - ii) carpets vacuumed and cleaned, all stains shampooed out;
 - iii) all electric light bulbs functioning and in place
 - iv) all light fixtures whole and undamaged;
 - v) refrigerator and/or freezer cleaned of all food and stains and defrosted;
 - vi) range cleaned and free of all grease/debris inside and out, all fuses in working order;
 - vii) all surfaces cleaned and all storage fixtures (cabinets, closets, etc.) empty and clean;
 - viii) all garbage removed from Rental Unit;
 - ix) washer and dryer cleaned inside and out; and
 - x) all debris cleaned out from under or behind any appliances.
- c) The Tenant shall be liable for any expense or loss incurred by the Landlord due to the failure of the Tenant to vacate the Rental Unit promptly and as required, or to leave it in an immediately re-rentable condition.

16.0 LIFE INSURANCE AND WILL

- a) The Tenant may obtain and maintain a life insurance policy at his/her own expense in an amount sufficient to pay out the Mortgage and name Neskonlith as the irrevocable beneficiary (the “**Life Insurance Policy**”).
- b) The Tenant will prepare a last will and testament (the “**Will**”) directing that if the Tenant dies during the Term of this agreement:
 - i) The Landlord will use the proceeds from the Life Insurance Policy to pay out the Mortgage, and the Landlord will pay any amount remaining after the Mortgage has been paid out to any other beneficiary of the Tenant’s choosing; and
 - ii) legal possession of the Rental Unit will be transferred to an eligible Neskonlith member beneficiary of the Tenant’s choosing.
- c) The Tenant will provide copies of the Life Insurance Policy and the Will to the Landlord.
- d) If the Tenant dies during the Term of this agreement, the Landlord will:
 - i) take whatever steps are necessary to use the proceeds of the Life Insurance Policy to pay out the Mortgage;
 - ii) pay any proceeds from the Life Insurance Policy remaining after the Mortgage has been discharged to the beneficiary so indicated in the Will; and
 - iii) transfer legal possession of the Rental Unit to the beneficiary so indicated in the Will, provided that beneficiary is an eligible Neskonlith member.
- e) It will not be a breach of this agreement if the Tenant fails, refuses or is ineligible to obtain and maintain the Life Insurance Policy and/or fails or refuses to prepare the Will; however in such circumstances, if the Tenant dies during the Term of this agreement, the Landlord may assign the Rental Unit to the Tenant’s next of kin or re-allocate the Rental Unit to a new tenant in accordance with the priority rules for intestacy set out in the Housing Policy and all obligations in respect of the Mortgage will be transferred to the new tenant.

17.0 INSURANCE AND INDEMNITY

- a) The Tenant is solely responsible for insuring his or her own personal property at his or her own expense against loss from any and all causes. The Landlord, including the Neskonlith Housing Administration shall in no event be responsible for the loss, destruction, theft of, or damages to, such property.
- b) The Tenant shall indemnify and save the Landlord harmless from all liabilities, fines, suits and claims of any kind for which the Landlord may be liable or suffer by reason of the Tenant’s occupancy of the Rental Unit.
- c) The Tenant shall not do, or omit to do, anything which may render void or voidable any policy of insurance held by the Landlord generally and/or the Neskonlith Housing Administration specifically.
- d) The Landlord shall maintain replacement insurance for the Rental Unit in case of damage or destruction caused by fire, earthquake, flooding or other act of God.
- e) The Tenant shall be responsible to pay the deductible on the Landlord’s insurance for any claims arising as a result of wilful damage to the Rental Unit caused by the Tenant, an Authorized Occupant and/or guest.

18.0 MAINTENANCE

Landlord Responsibilities

- a) The Landlord shall perform and/or bear the cost of repairs that are deemed to be the Landlord’s responsibility under the terms of this agreement and as detailed in Schedule “A” to this agreement.
- b) The Landlord is responsible for major repairs and replacements, repairs arising from normal wear and tear, and preventative maintenance necessary to ensure compliance with health and safety standards and/or to extend the useful life of the Rental Unit, unless the repair or replacement is required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.
- c) Subject to paragraph 18(b) and funding availability, the Landlord is responsible for the following major repairs and replacements:
 - i) roof repairs;
 - ii) plumbing repairs;
 - iii) hot water tank replacement;
 - iv) electrical system repairs;
 - v) major structural repairs;
 - vi) electrical fixture replacement;
 - vii) repairing or replacing appliances owned by the Landlord;
 - viii) replacing broken windows and screens;
 - ix) repairing and replacing floors, doors and cupboards;
 - x) repairing or replacing locks;
 - xi) repair of damage or vandalism that has been reported to the Landlord by the Tenant within ____ hours/days of its occurrence, that is not attributed to the negligence or wilful act of the Tenant, another Authorized Occupant, or guest of the Tenant, as determined by the Landlord, acting reasonably; and

- xii) any other major repairs or replacements deemed reasonable by the Landlord (collectively, the “**Landlord Repairs**”).
- d) The Tenant shall provide the Landlord with written notice of any Landlord Repairs that may be required and the Landlord shall have a reasonable time to perform the Landlord Repairs.
- e) The Tenant shall ensure that any area where the Landlord is to perform Landlord Repairs is safe and free of clutter, waste and/or other hazards that could render the performance of the Landlord Repairs hazardous.

Tenant Responsibilities

- f) The Tenant shall be directed to carry out and/or bear the cost of repairs that are deemed to be the Tenant’s responsibility under the terms of this agreement and as detailed in Schedule “A” to this agreement.
- g) The Tenant is responsible for general maintenance, cleaning, decorative repairs, and minor day-to-day repairs and replacements and is solely responsible for the carrying out and/or bearing the cost of all repairs and replacements required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.
- h) If the Tenant fails to carry out a repair or replacement for which he/she is deemed responsible within a reasonable time, the Landlord may perform the repair or replacement and invoice the Tenant for the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this agreement.
- i) The Tenant shall keep the grounds surrounding the Rental Unit clean, the grass cut and free of refuse, animal waste, uninsured and/or inoperable vehicles or vessels, vehicle parts, equipment, appliances, and debris such as building materials. If the Landlord has to remove any of these items or do yard clean up then the Tenant will be invoiced the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this agreement.
- j) The Tenant is not responsible for replacements or repairing damage that is caused by normal wear and tear. For greater clarity, normal wear and tear is unavoidable deterioration to the Rental Unit and its fixtures that naturally and inevitably occurs as a result of normal use or aging and includes some matting of carpeting, a few nail holes, and some fading or yellowing of paint, but does not include stains or burns on the carpet, broken windows, broken or missing blinds or window coverings, gouges in the doors or walls, infestations caused by pets or negligence, pet scratches on molding or doors, or damage caused by the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.
- k) The Tenant shall immediately report all damage to the Rental Unit to the Landlord within 3 days, or immediately if the damage is in relation to an accident, break or defect in water, heating or electrical systems, or is otherwise of a nature sufficient to constitute an emergency.
- l) The Tenant shall be responsible for all costs, including applicable insurance deductibles, associated with repairs to the Rental Unit and/or replacement of any fixtures and/or appliances, where the damage has been caused or permitted to occur from the wilful or negligent conduct of the Tenant, an Authorized Occupant or a guest.
- m) The Landlord may require the Tenant to undertake reasonable repair or maintenance on the Rental Unit by written notice within a specified time where the repair or maintenance is the responsibility of the Tenant under this agreement.
- n) If the Tenant fails to carry out a repair or replacement for which he/she is deemed responsible within the time specified in the notice given under the preceding paragraph 18(m), the Landlord may perform the repair or replacement and invoice the Tenant for the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this agreement.
- o) The Landlord may charge any amounts owing for invoices given to the Tenant under this section as Additional Rent and any such Additional Rent shall be payable as Rent in accordance with Section 7.0 (Rent) of this Agreement.
- p) The Tenant must receive written permission from the Landlord prior to making any major repairs, alterations, additions or improvements to the Rental Unit and, where applicable, is responsible for obtaining any permits or licenses required under any Neskonalith policy or law.
- q) If the Tenant makes an alteration, addition or improvement to the Rental Unit without first obtaining permission from the Landlord, the Tenant shall be solely responsible for returning the Rental Unit to its original condition at the Tenant’s own expense and at no cost to the Landlord. The Tenant shall not be reimbursed for any alteration, addition or improvement he/she completed at his/her own expense.
- r) Except where otherwise agreed to in writing by the Parties, all improvements to the Rental Unit will become the property of the Landlord upon the termination of this agreement.

19.0 EMERGENCY REPAIRS

- a) **“Emergency Repairs”** are repairs that are urgent and necessary for the health and safety of persons or the preservation or use of the Rental Unit, and are limited to repairs to:
 - i) major leaks in pipes or the roof;
 - ii) damaged or blocked water or sewer pipes or plumbing fixtures;
 - iii) the primary heating system;
 - iv) the electrical system;
 - v) deficiencies to the integrity of the structure; and
 - vi) any other damage that poses an immediate and urgent jeopardy to the Rental Unit or to the health and safety of persons.
- b) The Landlord shall post and maintain in a conspicuous place at the Rental Unit, or give to the Tenant in writing, the name, telephone number and email address of the designated contact person for Emergency Repairs.
- c) If Emergency Repairs are required:
 - i) the Tenant shall contact the designated contact person immediately and without delay;
 - ii) the Tenant will make at least two attempts to contact the designated contact person, and shall give the Landlord a reasonable time to complete the Emergency Repairs;
 - iii) if the Landlord does not complete the Emergency Repairs within a reasonable time, the Tenant may undertake the Emergency Repairs, and claim reimbursement from the Landlord upon presentation of a receipt; and
 - iv) the Landlord may take over completion of the Emergency Repairs from the Tenant at any time.

20.0 LOCKS & FORCED ENTRY

- a) The Landlord shall not change locks or other means of access to the Rental Unit except in the case of eviction or of forced entry by a third party.
- b) If the Rental Unit locks or door frame are damaged as a result of forced entry by a third party, the Landlord shall repair the locks, hardware, door and/or frame.
- c) The Tenant shall not change locks or other means of access to the Rental Unit, without the Landlord's prior written consent.

21.0 QUIET ENJOYMENT OF THE RENTAL UNIT

- a) For the duration of this agreement, the Rental Unit is the Tenant's home and the Tenant is entitled to quiet enjoyment and exclusive use of the Rental Unit, reasonable privacy, and freedom from unreasonable disturbance.

22.0 ABANDONMENT

- a) The Rental Unit is deemed to be abandoned if the Tenant has been absent from the Rental Unit for 30 or more consecutive days without the Landlord's prior written consent and the Rent and/or utility payments are unpaid for 30 days or more and the Tenant has not communicated with the Landlord regarding the rental arrears.
- b) If the Rental Unit is abandoned, this agreement is terminated and the Landlord may re-enter the Rental Unit and such re-entry may be made without notice to the Tenant and without liability for damage or prosecution.
- c) If the Tenant leaves any personal property at or in the abandoned Rental Unit, the Tenant will have 5 days from the date the Rental Unit is deemed abandoned to obtain permission from the Landlord to enter the Rental Unit and remove the personal property, after which, the Landlord may dispose of the personal property at its sole discretion.
- d) If the Rental Unit is abandoned, the Tenant shall be liable to the Landlord for:
 - i) any costs the Landlord incurs to store and dispose of any of the Tenant's personal property remaining at or in the Rental Unit and to repair, clean or otherwise bring the Rental Unit into re-rentable condition; and
 - ii) Rent for the month following the date the Rental Unit is deemed abandoned and any outstanding rental arrears.
- e) The Landlord may apply any proceeds of disposition of the Tenant's personal property to the costs and debts set out in paragraph 22(c) and may claim for any deficiency outstanding, and recovery of these amounts shall constitute damages recoverable by the Landlord as a consequence of the breach of this agreement by the Tenant.

23.0 LIABILITY

- a) The Landlord shall not, in any event whatsoever, be liable or responsible in any way for:
 - i) any personal injury or death that may be suffered or sustained by the Tenant, an Authorized Occupant, or any agent or guest or any other person who may be in or at the Rental Unit;
 - ii) any loss or damage or injury to any property, including cars and contents thereof belonging to the Tenant, or to an Authorized Occupant or to any other person while such property is at or in the Rental Unit;

- iii) without limiting the generality of the foregoing, any damages to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Rental Unit, or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any place or quarter;
- iv) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring;
- v) any damage to or loss of any property left at or in the Rental Unit subsequent to the Tenant giving up possession of the Rental Unit whether or not said delivery of possession by the Tenant was voluntary, whether caused or attributable to anything done or omitted to be done by the Landlord or any other person; or
- vi) any damage to or loss of property incurred by the Tenant as a result of an Act of God, including but not limited to the following: severe storm; lightning; flood; earthquake; infestation of vermin; and insects.

24.0 LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

- a) The Landlord shall give the Tenant a copy of this agreement promptly and in any event within 21 days of executing the agreement.

25.0 RESOLUTION OF DISPUTES

- a) If there is a dispute between the Parties with respect to the rights and obligations of the Parties under this agreement, the terms of this agreement, or any other matter related to this agreement, such dispute shall be resolved through the appeal process set out in the Housing Policy.
- b) If the Parties are unable to resolve the dispute through the appeal process in the Housing Policy, the dispute may then be resolved through an independent third party arbitrator identified and selected by the Landlord. All decisions of the arbitrator shall be final.

26.0 LEGAL

- a) Nothing in this agreement constitutes an allotment under s. 20 of the *Indian Act*, and shall not be construed as evidence of an intention by the Landlord to transfer legal possession of lands set apart for the use and benefit of the members of Neskonlith, in common.
- b) Failure by the Landlord to enforce any provision of this agreement does not constitute a waiver of that provision and the Landlord is not stopped from enforcing such provision at any time.

27.0 NOTICE

- a) All notices under this agreement are to be given in writing and shall be deemed to have been received by the other party:
 - i) if by hand or courier, on the date of delivery;
 - ii) if by mail or registered mail, that date 5 business days after mailing; and
 - iii) if by fax or email, on the date of transmission or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business on the first working day following the transmission.
- b) Notice to the Tenant may be given by:
 - i) hand delivery to the Tenant;
 - ii) ordinary or registered mail to the Tenant's residential address as provided in section 2 of this agreement;
 - iii) leaving a copy with an adult who apparently resides with the Tenant;
 - iv) leaving a copy in a mail box or mail slot for the address at the Rental Unit;
 - v) attaching a copy to a door or other conspicuous place on the Rental Unit; or
 - vi) transmitting a copy to a fax number or email address provided by the Tenant.
- c) Notice to the Landlord may be given by:
 - i) hand delivery to the Landlord's Housing Manager or the Housing Administration Receptionist;
 - ii) ordinary or registered mail to the Landlord's Housing Administration;
 - iii) leaving a copy at the Landlord's Housing Administration in such place as may be designated by the Landlord for such delivery;
 - iv) attaching a copy to the front door of the Landlord's Housing Administration; or
 - v) transmitting a copy to the Landlord's Housing Administration's fax number or email address.

28.0 GENERAL

- a) Time is of the essence in this agreement.
- b) All payments to the Landlord under this agreement will be provided to _____ and will be made by cash, cheque, bank draft, or money order or made payable to _____.
- c) Words in the singular include the plural form, unless the context otherwise requires.
- d) This agreement, the Schedules to this agreement, and the Housing Policy, constitute the entire agreement between the Parties pertaining to the subject matter of this agreement,

and supersede all previous or collateral understandings, representations, undertakings, statements or other agreements.

29.0 ADDITIONAL TERMS

The following are additional terms agreed to by the Landlord and the Tenant (e.g., parking, smoking, etc.)

30.0 ACCEPTANCE

- a) The Tenant acknowledges that he or she has read this agreement, the Schedules to this agreement and the Housing Policy, and that he or she understands and agrees with the provisions of this agreement, its Schedules and the Housing Policy, and that he or she has had the opportunity to seek independent legal advice with respect to this agreement.

The parties have executed this Agreement in on _____, 20_____.

Signed by NESKONLITH LANDLORD AUTHORIZED SIGNATORY at _____

in the Province of,_____ this __day of _____, 20____, in the presence of:

_____ Signature of Witness	_____ Authorized Signatory Neskonlith
_____ Name of Witness	Housing Administration
_____ Address of Witness	
_____ Occupation of Witness	

TENANT

Signed by_____/Tenant at_____

in the Province of _____

this __ day of _____, 20____,

in the presence of:

_____ Signature of Witness	
_____ Name of Witness	_____ Tenant
_____ Address of Witness	
_____ Occupation of Witness	

CO-TENANT

Signed by_____/Co-tenant at_____

in the Province of _____

this __ day of _____, 20____, in the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

Co-tenant

Schedule “A”

MAINTENANCE AND REPAIR RESPONSIBILITIES OF THE LANDLORD & TENANT

1. INTRODUCTION

This Schedule A is a more detailed description of the Parties’ responsibilities for the maintenance and repair of the Rental Unit covered by the Rental Agreement.

2. TENANT RESPONSIBILITIES

The Tenant shall be solely responsible for the cost of all repairs and replacements required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest. In addition to any repairs or replacements required under the preceding paragraph, repairs, maintenance and replacements for which the Tenant shall be responsible, unless such work is required due to normal wear and tear on the Rental Unit, include:

- a) Exterior & Grounds
 - i) Damage to window and door screens.
 - ii) Holes in lawn caused by pets or children.
 - iii) Damage to fencing and garbage stands.
 - iv) Damage to lawns.
 - v) Damage to light fixtures.
 - vi) Damage to landings and stairs (willful or negligent damage).
- b) Interior of Building
 - i) Tile lifting because of excess water and/or because the floor has not been properly maintained.
 - ii) Carpeting that is soiled or torn.
 - iii) Cracked or chipped tile.
 - iv) Damage to drywall or doors.
 - v) Gouges in walls from furniture etc.
 - vi) Water damage to ceilings.
 - vii) Doors and lock sets damaged.
 - viii) Doors and drawers on kitchen cupboard doors.
 - ix) Bent or broken hinges on cupboard doors.
 - x) Broken locks and windows.
 - xi) Damaged or missing window frames.
 - xii) Handrails pulled off the walls.
 - xiii) Stairs chewed or gouged.
 - xiv) Dirty exhaust fans - kitchen and bathroom.
- c) Electrical
 - i) Missing or broken switch and plug plates.
 - ii) Damage to porcelain lamp holders.
 - iii) Damage to interior pull chain light switches.
 - iv) Damage to light fixtures.
- d) Appliances
 - i) Cracked interior walls of fridges.
 - ii) Chipped or cracked porcelain on stove and fridge.
 - iii) Ice trays missing or damaged.
 - iv) Range elements missing.
- e) Plumbing
 - i) Plugged toilet, sink, or sewer line and filters.
 - ii) Stripped water taps, stems and handles.
 - iii) Chipped or cracked porcelain on sink, bathtub or toilet.
 - iv) Damaged toilet seats.
 - v) Broken toilet or sinks (bathroom).
 - vi) Damaged trip levers.
- f) Heating
 - i) Furnace cleaning including chimneys.
 - ii) Clean air filter on furnaces.
 - iii) Thermostats damaged / damage to oil tanks.
 - iv) Clean HRV and filter.

Initials: Landlord Tenant

3. LANDLORD RESPONSIBILITIES

The Landlord is responsible for major repairs and replacements, repairs arising from normal wear and tear, and preventative maintenance necessary to ensure compliance with health and safety standards and/or to extend the useful life of the Rental Unit, unless the repair or replacement is required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.

Repairs for which the Landlord is responsible include:

- a) Structure
 - i) Cracks in walls and ceilings due to construction.
 - ii) Sticking doors, when reported immediately and no other damages occurs.
 - iii) Sagging or shifting door frames.
 - iv) Siding replacement (10-15 years).
 - v) Load Bearing Walls & Foundation repairs.
 - vi) Roof/Truss Repairs (10-20 years).
 - vii) Flooring repairs required due to normal wear and tear (5-10 years).
- b) Systems
 - i) Water leaks – plumbing, roof, and/or walls.
 - ii) Dripping taps.
 - iii) Broken or rusted out pipes and drains.
 - iv) Veneer coming off doors when reported immediately.
 - v) Burnt out light switches on stove.
 - vi) Major furnace repairs.

Initials: Landlord Tenant