

Rainy River First Nations

MANITOU RAPIDS

Housing Policy Manual

APPROVED: INSERT DATE
Revision / Amended Date: N/A

Table of Contents

SECTION 1	GENERAL	1
Section 1.01	Background and Introduction	1
Section 1.02	Purpose of the Policy	1
Section 1.03	Amendments to the Housing Policy	2
Section 1.04	Housing Program Mission Statement	2
Section 1.05	Housing Program Mandate	2
Section 1.06	Definitions	2
SECTION 2	ROLES AND RESPONSIBILITIES	5
Section 2.01	Chief and Council	5
Section 2.02	Portfolio Holder	5
Section 2.03	Manager of Administration	6
Section 2.04	Public Works Department	6
Section 2.05	Resident/Occupant	6
Section 2.06	Members	7
SECTION 3	HOUSING COMMITTEE	7
Section 3.01	Composition	7
Section 3.02	Appointment & Term	7
Section 3.03	Accountability	8
Section 3.04	Meetings	8
Section 3.05	Conflict of Interest	9
Section 3.06	Removal from the Housing Committee	10
Section 3.07	Resignation	10
Section 3.08	Duties and Responsibilities of the Housing Committee	10
Section 3.09	Meetings and Time Commitment	11
Section 3.10	Recommendations	11
SECTION 4	ADMISSIONS, OCCUPANCY & PROCEDURES POLICY	11
Section 4.01	Duties and Responsibilities of the Public Works Department	12
Section 4.02	General Provisions	12
Section 4.03	Types of Housing	13
Section 4.04	Construction of New Units	14
Section 4.05	Tenancy Agreements	16
Section 4.06	Eligibility for Housing Allocation	16
Section 4.07	Application Procedure	17
Section 4.08	Ineligibility	17
Section 4.09	Waiting List	17

Section 4.10	Occupancy Requirements.....	17
Section 4.11	Selection Process	18
Section 4.12	Offering a Rental Unit	18
Section 4.13	Turnkey Responsibilities Prior to Occupancy	19
Section 4.14	Probationary Period	19
Section 4.15	Re-Allocation Vacant/Abandoned Units	19
Section 4.16	Appeal Process.....	20
Section 4.17	Access to the Residential Unit	21
Section 4.18	Residential Unit Inspections.....	22
Section 4.19	Responsibility of the Public Works Department to the Tenant	23
Section 4.20	Responsibility of the Tenant as a Householder	24
	Tenant Damage	25
Section 4.21	Non- Routine Maintenance of the Housing Unit	26
	<i>Bed Bugs</i>	26
	<i>Emergency Maintenance</i>	26
Section 4.22	Unit Adjustments and Material Purchasing by Householders	27
Section 4.23	Collection of Rent/User Fees/Damage Deposit.....	27
	Rent Collection	27
	Rent Increase	28
	Rent Incentive.....	28
	Damage Deposit.....	28
	Other Housing Charges	28
	Methods of Payment.....	28
Section 4.24	Housing Arrears Management Procedures	29
	Application of these Procedures.....	29
	Obligations of Tenant and Landlord	29
	Notification	30
	Default Procedures	31
	Reports	31
	Denied Services.....	32
	Deduction Rate to Remuneration for Members with Rental Housing Arrears Account Receivable	32
	Persistently Late Payments.....	32
Section 4.25	Possibility of Ownership of Residential Unit	32
Section 4.26	Use of Unit and Property.....	32
Section 4.27	Guest Policy	33
Section 4.28	Pet Policy.....	34

Section 4.29	Right to Occupy a Unit (Marital/Relationship/Family Breakdown).....	34
Section 4.30	Community Care Program	35
Section 4.31	Death of a Householder	35
Section 4.32	Transfer/Relocation of Tenant(s).....	35
Section 4.33	Subletting.....	36
Section 4.34	Vacating or Temporarily Vacating of Units	36
Section 4.35	Vacating of Units in Poor Condition.....	37
Section 4.36	Abandoned Units	37
Section 4.37	Eviction & Eviction Procedures	37
SECTION 5	Appendices.....	39
Appendix A	Housing Committee Confidentiality and Non-Disclosure Agreement	40
Appendix B	Housing Application	41
Appendix C	Criteria for Point Allocation.....	48
Appendix D	Eviction Notice	50
Appendix E	Arrears Repayment Agreement.....	52
Appendix F	Housing Appeal Form.....	53
Appendix G	Unit Condition Report	55
Appendix H	Notice to Access the Premises	59
Appendix I	Rainy River First Nations Rental Home Repairs Priority	60
Appendix J	Tenant Manual.....	61

SECTION 1 GENERAL

Section 1.01 Background and Introduction

Rainy River First Nations (RRFNs) Public Works Department recognizes that shelter is fundamental to individual and family well-being. The purpose of the RRFNs Housing Program is to provide band members with rental accommodations, subject to the availability of accommodations and funds. The RRFNs Housing Program strives to ensure that all rental homes meet health, safety, and minimum property standards. The housing policy ensures that rental housing assistance is made available to band members in a fair and equitable manner and will benefit the community as a whole.

The RRFNs Housing Program provides rental accommodations in single-detached units, duplexes, modular units and multi-residence complexes. RRFNs constructs these units utilizing band funds or funds borrowed from a bank of the Canada Mortgage and Housing Corporation (CMHC). Tenants occupying RRFNs rental units pay rent and RRFNs and/or CMHC provide a monthly subsidy to repay the borrowed funds and pay for on-going operational costs.

Chief and Council have approved this policy to guide the administration of Rainy River First Nations Housing Program.

Section 1.02 Purpose of the Policy

The objectives of Council, as expressed in this policy, are to fulfill its commitment to provide better living conditions for Rainy River First Nations band members, while operating in accordance with clear business principles and remaining fiscally responsible and accountable to the membership.

This policy is based on the following principles:

1. That membership is aided in the provision of their basic housing needs on-reserve.
2. That continuous effort is made to achieve steady improvements in the quality of life on-reserve.
3. That the Rainy River First Nations Housing Program be administered in a cost-effective, service-oriented and accountable manner.
4. That all band members be treated in a fair and equal manner with respect to the allocation and distribution of band housing.

This policy is designed to serve as:

1. A guide for the RRFNs Public Works Department to use in determining eligibility, admission of applicants, selection criteria and occupancy standards.
2. A document that provides for consistent, equitable, and uniform treatment of clients.
3. A basis for decision-making by RRFNs staff.
4. A training manual for newly-hired or appointed staff.

This policy has been developed to ensure the Mission Statement and Mandate of the Public Works Department can be reached. The Public Works Department Staff will comply with all applicable regulations, laws and standards. These policies will be updated as needed to assure consistency with those regulations. It should be reviewed on a yearly basis, with revision recommendations made and submitted to Chief and Council for subsequent approval.

Under this policy all Rainy River First Nations Members participating in the Housing Program are assured due process and equal treatment. No individual, otherwise qualified, will be excluded or denied to the program for reasons of their disability.

Section 1.03 Amendments to the Housing Policy

- a) The Public Works Department shall present proposed policy amendments to Council for approval. Council may consult with the RRFNs Public Works Department, the Housing Committee, and/or RRFNs Members to discuss the nature of any proposed amendments.
- b) Policy amendments approved by Council shall be recorded in Council meeting minutes. Policy amendments take effect the date they are passed by motion and the decision of Council shall be final.
- c) The revised policy, including the amendments, shall be made available to members at the RRFNs Public Works Department office as well as on the Organization Website. Where the policy amendment is deemed to be a change that impacts the tenant, they shall be notified of the change in writing within 30 working days of policy approval. Where the policy amendment relates to a rent increase, the Public Works Department shall notify tenants, in writing a minimum of 90 days prior to the effective date of rental increase.

Section 1.04 Housing Program Mission Statement

Rainy River First Nations Housing Program shall strive to meet the individual and unique housing needs of our band members now and for generations to come. To provide decent, safe, sanitary and affordable housing to its members through the elimination of substandard conditions, the provision of adequate rental and homeownership opportunities in a manner that is unbiased, transparent and fair.

Section 1.05 Housing Program Mandate

Under the authority and direction of the Rainy River First Nations duly elected Chief and Council, the Public Works Department and Housing Committee are governed by the Mission Statement, terms and standards established in the Housing Policy.

Section 1.06 Definitions

Appeal means an option for applicants or tenants who wish to appeal any decision made under this housing policy. The appeal process provides for a review of information and verification that the decisions were made in compliance with the housing policy and community housing goals and priorities.

Applicant or Applicants means the person(s) applying for assistance through this program.

Arrears means rental or other payments owed to Rainy River First Nations that are late or overdue.

Authorized Designate refers to an employee or consultant of Rainy River First Nations who

holds expertise or specialized knowledge in the area in question.

Authorized Occupant means a person who is permitted to reside in a residential unit under the terms of the Tenancy Agreement but who is not the Tenant of the Unit.

BCR means a resolution of the Council, passed in a duly convened meeting of Council.

Certificate of Possession refers to the documentary evidence of a member's lawful possession of a tract of land issued under the authority of the Indian Act by the Minister of Indian Affairs after approval of Chief and Council.

CHR refers to the Community Health Representative for Rainy River First Nations.

CMHC means Canada Mortgage and Housing Corporation

Community or the community means Rainy River First Nations.

Complainant shall refer to any Participant who has present a grievance to the RRFNs Housing Department in accordance to the Grievance and Appeals Policy.

Council means the Chief and Council of the Rainy River First Nations or any successor elected government of the Rainy River First Nations.

Dependent refers to an individual who is under the age of 18 and normally resides in the family home.

Due diligence means to take reasonable care to confirm all facts and investigate all relevant aspects of an action before moving forward (e.g. eviction)

Emergency refers to a situation in which either

- a) A serious, unexpected and often dangerous situation requiring immediate action (such as a water break or gas leak); and/or
- b) In the case of a serious breach of the policies of RRFNs including the Animal By-Law.

Eviction means the legal action taken by Rainy River First Nations to remove a tenant from a rental unit for failure to honour the conditions of their tenancy agreement.

Fluid List refers to a non-chronological list in which your placement is subject to change depending on both your needs and the needs of other applicants.

Grievance shall mean any dispute which a Participant may have with respect to RRFN Public Works Department action or failure to act with respect to any RRFNs Housing Program and which is presented to the RRFNs Public Works Department in accordance to the Grievance and Appeals Policy. Expressly excluded are disputes involving termination of tenancy agreements, right to occupy or evictions except that this does not alter any right of review or examination of documents under certain such proceedings.

Grievance Hearing refers to the presentation to the Grievance Panel of the grievance and the RRFNs Public Works Department's response to the grievance. The RRFNs Public Works Manager and/or legal counsel along with other pertinent RRFN Public Works Department employees shall be present at the hearing along with the complainant's representative if

applicable.

Grievance Panel shall refer to the impartial body that hears the grievance.

Good Standing shall refer to a RRFNs member who does not have any arrears with the Nation, has no standing BCR and is not in active litigation with the Nation.

Guest refers to any person not listed on the tenancy agreement as an approved occupant of the rental unit.

Health and Safety Standards refers to the minimum requirements for housing that are related to public health as defined in the Ontario Public Health Act, Federal Health Regulations and the safety and structural efficiency as defined in the National Building Code and by standards as adopted by the Rainy River First Nations.

Homelessness refers to the situation of an individual or family who does not have a permanent address or residence; the living situation of an individual or family who does not have a stable, permanent, appropriate housing or immediate prospect, means and ability of acquiring it.

Housing Applications means an application to live in a Rental Unit on Rainy River First Nations.

Public Works Department refers to the Rainy River First Nations Public Works Department who is responsible for the day-to-day operations of the Rainy River First Nations Housing Program.

Member or members means a member of the Rainy River First Nations whose name appears on the Rainy River First Nations membership list.

Natural Disaster refers to an adverse event resulting from the natural process of the earth (flood, earthquake, etc.) that causes a great deal of damage or loss of life.

Normal wear and tear refers to the declining condition of the rental unit that occurs over time, even though the tenant has been regularly cleaning and maintaining the premises.

Occupant means a person who occupies a Rainy River First Nations band funded residential unit and has a valid tenancy agreement.

Overcrowding refers to a situation in which one of the following conditions, as outlined by the Canadian National Occupancy Standard is occurring:

- Two (2) or more individuals are utilizing the same bedroom.
- Children over the age of 5, and of opposite sex are sharing a bedroom.
- Single household member over the age of 18 does not have their own bedroom.
- A couple is sharing a bedroom with another occupant.

Participant shall mean any individual who has applied for, has been awarded, or is currently participating in any RRFN Housing Program. Expressly excluded are individuals whose tenancy agreements, or any other rights to occupancy are being terminated or who are being evicted. All such individuals are not permitted to file a grievance.

Rainy River First Nations or **RRFN** means Rainy River First Nations #130.

Rent means the amount paid or required to be paid by the Tenant to Rainy River First Nations for the right to occupy a rental unit.

Residential Unit means the residential home that has been allotted or is open for allotment for use as a primary resident for a RRFN Band Member.

Serious Damage refers behaviour of the resident that has, will and/or could cause extensive damage to the residential unit that renders it unfit for inhabitation by current or future tenants. This can include, but is not limited to violence, intentional damage, or cleanliness.

Tenancy Agreement means a written agreement between RRFNs and a tenant for the right to occupy a rental unit, and includes any renewal of such an agreement.

SECTION 2 ROLES AND RESPONSIBILITIES

Section 2.01 Chief and Council

Chief and Council are responsible for providing the overall governance and oversight for the program; and rely on the sound judgement and recommendations of the Housing Committee to make informed and fair decisions with respect to the Housing Program.

Council is responsible for:

1. Approving policies and procedures to guide the administration of the housing program, tenant selection, and so on.
2. Delegate authority for the administration of the housing program to the Public Works Manager and the Manager of Administration.
3. Monitor the work of the housing program and report on the housing progress to the community.
4. Support the enforcement of the housing policy
5. Act as a final arbitrator in the appeals process in which Band members dispute a decision made by the Housing Program and supported by the Band Administration.
6. Depending on the division of powers decided upon by the Chief and Council, either sole or shared responsibility, will make decisions regarding financial matters including large expenditures and determining a budget for housing.

Council has installed and entrusted a Public Works Department staff to oversee the Housing Program and to provide sound judgement, advice and recommendations to Council on all housing related matters, including but not limited to, new construction, renovations, major repairs, and allocations of residential units.

Section 2.02 Portfolio Holder

The Chief and Council Portfolio Holder assigned to the Public Works Portfolio is/are:

1. Responsible for being the link from the Public Works Department and Chief and Council in partnership with the Manager of Administration.
2. Provide support and backing to the Housing Program Staff when enforcing the policy.

Section 2.03 Manager of Administration

The Manager of Administration is responsible for the following in regard to the housing program:

1. In partnership with the Portfolio Holder(s) act as liaison between the Housing Program and Council except when specifically requested.
2. Provide support and backing to the Housing Program Staff when enforcing the policy.
3. Is the first step when it comes to a Band member appealing a decision of the Housing Program.

Section 2.04 Public Works Department

The Public Works Department Staff are responsible for:

- Maintaining property files with all relevant information including but not limited to tenancy agreements, renovation or inspection documentation;
- Maintain an up-to-date priority list of applicants for housing on RRFN;
- Recommend changes in policy as needed and to develop housing goals and priorities annually;
- Gather and review information on new housing program available; assess their applicability to the housing needs of Rainy River First Nations and to recommend the adoption of such programs;
- Carry out all required repairs and renovations on RRFN rental units in a cost-effective manner;
- Report to the Manager of Administration on the activities of the Public Works Department;
- Plan, organize, and carry out community consultations on policy revisions, amendments and any new programs or services;
- Provide counselling for those tenants who require assistance in understanding and assuming their household responsibilities, including but not limited to financial counselling, arrears recover and home maintenance;
- Assist membership in filling out forms and applications for on-reserve housing or on-reserve housing renovation programs;
- Review monthly arrear notices with the Finance Department.

Section 2.05 Resident/Occupant

The key responsibilities of the resident/occupant are to:

- Ensure compliance with all terms and conditions of their Tenancy Agreement;
- Ensure that Tenancy Agreement is renewed as required;
- Keep the unit and property free of health and safety hazards, comply with all fire and health and safety regulations, correct occupant damage;
- Make rental payments in a regular and timely fashion
- Maintain the unit including ordinary health and cleanliness and sanitary standards;
- Keep the unit and property free from garbage and debris or other materials which may create a health or safety issue, including derelict vehicles or other equipment;
- Notify the RRFNs Public Works Department of any changes to the composition of the rental unit;
- Notify the Public Works Department of emergency repairs that are the responsibility of RRFNs; and
- Not interfere with or unreasonably disturb a neighbouring resident/occupant and not

jeopardize the health and safety or lawful right of a neighbouring resident/occupant of RRFNs

Section 2.06 Members

As members of Rainy River First Nations each person is encouraged to contribute their views on existing and future housing programs and services.

Members have a responsibility to support implementation and enforcement of the community Housing Policy.

SECTION 3 HOUSING COMMITTEE

Section 3.01 Composition

- a) The Rainy River First Nations Housing Committee will try its best to be comprised of community members that represent the community as a whole, as well as RRFNS Administration and Program Staff.
- b) The Housing Committee shall consist of five (5) voting individuals who are 18 years of age or older and are registered members or staff members of Rainy River First Nations.
- c) Four (4) community members will include:
 - i. One (1) youth Rainy River First Nations member, aged 18 – 29 years of age
 - ii. One (1) Rainy River First Nations member, aged 55 or over
 - iii. Two (2) RRFNs member at large with preference for one of these representatives being an off-reserve member.
- d) The RRFNs Staff Members will include:
 - i. Public Works Manager (Tie Braker)
 - ii. Ex-Officio Public Works Coordinator
 - iii. Ex-officio Portfolio Holder
- e) The Chairperson shall be a Public Works Manager
- f) The Chairperson shall be responsible for facilitating Housing Committee meetings. If the Chairperson is absent, he/she shall appoint a designate from the Housing Committee.
- g) The Public Works Coordinator shall take and keep minutes from Housing Committee meetings and will provide minutes and agendas to Housing Committee members prior to each meeting.

Section 3.02 Appointment & Term

- a) The Community member positions for the Rainy River First Nations Housing Committee will be chosen through an informal selection process undertaken by Chief and Council and the Public Works Manager;
- b) Community representatives are selected based on their good character and reputation in

the community as well as their interest in housing issues;

- c) Community members must be in good standing with the RRFNs and not have outstanding arrears.
- d) All Rainy River First Nations Housing Committee members must either be 18 years of age or older and be enrolled on the Rainy River First Nations membership list, and/or be a member of the Administration or Programming staff;
- e) Housing Committee community members are appointed for a period of three (3) years. Terms are staggered with one position being up for appointment annually. Their term on the Housing Committee can be renewed up to a maximum of three (3) consecutive terms, pending approval from Chief and Council; and
- f) Housing Committee Member positions are eligible for an honorarium for meetings as outlined in the policies of RRFNs.

Section 3.03 Accountability

- a) While the Housing Committee is an arms-length committee separate from Chief and Council, the Housing Committee shall report to Chief and Council and to the Rainy River First Nation community;
- b) Each member of the Housing Committee will sign and adhere to a Non-Disclosure Statement which prohibits them from discussing confidential Housing Committee matters outside of Housing Committee meetings, including with spouses and immediate family;
- c) A member of the Housing Committee must understand and agree to be in support of the enforcement of this policy;
- d) Agree to not engage in nepotism or participate in decision in which he or she is in a conflict of interest; and
- e) Act in compliance with this Housing Policy in respect of his/her own housing.
- f) Compliance to the Social Media Policy of RRFNs

Section 3.04 Meetings

- a) Quorum will consist of four (4) members. When the committee is fully formed at least two (2) of the community members must be present for quorum;
- b) The Housing Committee will meet at least once a month on the second Wednesday.
- c) Emergency meetings may be called with a minimum of 24 hours' notice and will require Quorum;
 - a. In an emergency situation where it is not possible to call the committee together the Chief, in partnership with the Portfolio Holder(s) and Public Works, has the ability to make a decision.

- d) The location of the meetings will be at the Band Office unless otherwise arranged in advance;
- e) Housing Committee meetings shall normally be restricted to only Housing Committee members;
- f) Notice of meetings, minutes of meetings and agendas shall be prepared by the Public Works Coordinator or his/her delegate in conjunction with the Chairperson and distributed to Housing Committee members at least one week in advance of each Housing Committee meeting;
- g) Any member of Rainy River First Nations has the right to be heard by the Housing Committee at a duly constituted meeting, provided the Housing Committee has been advised at least 24 hours in advance of the presentation and it has been included on the agenda;
- h) Any member of Rainy River First Nations may request that all or part of his or her presentation be heard in-camera provided the matter to be heard deals with personal, or financial concerns;
- i) Any member of Rainy River First Nations can request and authorize another member to represent them in a meeting by filling out the proper form located in the Appendixes.
- j) Minutes are recorded for every meeting, however are not for public view due to the sensitive and personal nature of some information;
- k) A Housing Committee Member will declare a conflict of interest prior to discussion and voting circumstances if:
 - a. They have an invested interest in the outcome of the decision; and
 - b. If the item being discussed involves a sibling(s) or child(ren) or parent(s).

Section 3.05 Conflict of Interest

Each Housing Committee member has the obligation and responsibility to avoid conflicts of interest. If a conflict of interest does arise, the committee member shall declare the conflict of interest at the earliest opportunity and shall disclose the nature and then remove themselves from the room.

A conflict of interest occurs when the member of the Housing Committee has:

- a) An invested interest in the outcome of the decision; and/or
- b) If the item being discussed involves a sibling(s), child(ren) or parent(s).

The remaining Housing Committee members shall review the circumstances and decide if a conflict exists. If it is found by the remaining Housing Committee members that a conflict does not exist, the person may still refrain from participating in the meeting(s) where he/she does not feel comfortable after stating their cases to the rest of the Housing Committee, with just cause.

Members of the Housing Committee may ask a Committee member(s) to refrain from participating in a meeting(s) due to a conflict of interest after stating their case with just cause.

If a Housing Committee member believes that another member is in conflict of interest and has not declared it, it is the responsibility of that member to inform the Chairperson of the perceived conflict of interest and the Chairperson shall rule on the matter.

In a case where the Chair refrains or is asked to refrain from participating in the meeting due to a conflict of interest, the Public Works Coordinator shall Chair the meeting in his/her absence.

Section 3.06 Removal from the Housing Committee

1. Members are subject to removal from the Housing Committee if they:
 - i. Breach their Non-Disclosure agreements;
 - ii. Take a bribe relating to a Housing issue;
 - iii. Fail to attend three (3) consecutive meetings without a valid reason;
 1. Valid Reasons include:
 1. Documented Illness or Hospitalized
 2. Death
 - iv. Do not follow and abide by policies in place;
 - v. Are in violation of the social media policy of RRFNs
 - vi. Uncollected arrears; and
 - vii. Convicted of an indictable criminal offense.
2. The process for removal from the Housing Committee shall be:
 - i. Consensus by remaining Housing Committee members; and
 - ii. Written recommendation from the Chairperson of the Housing Committee to Council explaining the violation.
 - iii. A Housing Committee Member can choose to voluntarily resign from their position instead of being removed.
3. Where a Housing Committee member is removed, they may appeal the decision to Chief and Council. The decision of Chief and Council is final.

Section 3.07 Resignation

Members may resign by giving written notice to the Chairperson of the Housing Committee.

Section 3.08 Duties and Responsibilities of the Housing Committee

The Housing Committee is mainly responsible for providing advice related to the Housing Policy and to make informed recommendations to Chief and Council on housing allocations. More specifically, the Housing Committee shall:

- a) Carry out an annual review of Housing policies, procedures and if needed, recommend changes to the Housing Policies and Procedures to Council for approval;
- b) Help in the formulation of new policies and procedures as required;

- c) Makes housing allocation recommendations to Council based on the approved Tenant Selection Criteria. Attached hereto as Appendix D;
- d) Receive and hear disputes arising from the scheduling and established priorities for repairs, new housing units, etc.;
- e) Work with the Public Works Department to provide updates, training or tender opportunities to the Community;
- f) Receive updates to major projects, renovations, etc. being undertaken by the Public Works Department; and
- g) Provide insight, reports, or recommendations on projects, or areas of concern as requested by Council.

The Housing Committee shall not be involved in the day-to-day delivery or administration of the housing programs and services.

Section 3.09 Meetings and Time Commitment

The Housing Committee will meet once per month, or as needed. Meetings will usually take place after hours and will take place at the RRFNs Band Office unless stated otherwise. For meetings that take place outside of regular business hours the Rainy River First Nations Personnel Policy will apply regarding compensation.

Section 3.10 Recommendations

- a) Recommendations put forward by the Housing Committee are made by a simple majority vote of the members' present.
- b) All recommendations made are based on the policies and procedures in place.
- c) All recommendations and/or decisions rendered by the Housing Committee are forwarded to Council as a report and/or for decision.

SECTION 4 ADMISSIONS, OCCUPANCY & PROCEDURES POLICY

The purpose of the Administrations, Occupancy & Procedures Policy is specifically outlined in the mission statement of the Rainy River First Nation and RRFNs Public Works Department. It is the mission of the Rainy River First Nations Housing Program to meet the individual and unique housing needs of our band members now and for generations to come. To provide decent, safe, sanitary and affordable housing to its members through the elimination of substandard conditions, the provision of adequate rental and homeownership opportunities in a manner that is unbiased, transparent and fair.

This policy is designed to serve as:

1. A guide for the RRFNs Public Works Department to use in determining eligibility, admission of applicants, selection criteria, and occupancy standards;

2. A document that provides for consistent, equitable, and uniform treatment of clients;
3. A basis for decision making by RRFNs staff; and
4. A training manual for newly-hired or appointed staff.

The Public Works Department and Housing Committee will comply with all applicable regulations of the laws. These policies will be updated as needed to assure consistency with those regulations.

This framework policy will apply to all RRFNs members to ensure that due process and equal treatment is applied. No otherwise qualified individuals with disabilities shall by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this program.

Section 4.01 Duties and Responsibilities of the Public Works Department

- a) Implement the Housing Policy established and adopted by Rainy River First Nations
- b) Recommend changes in policy for amendment to the Housing Committee and Chief and Council annually
- c) Review and/or develop long and short-term housing goals annually for approval by Council
- d) Maintain an inventory of all housing units within the community that includes references to the age and condition of the unit. This inventory will be completed by means of a housing inspection.
- e) To the best of their ability, ensure householders assume responsibility for the up-keep of their units as described in the Tenant Manual attached hereto as Appendix J
- f) Maintain a priority list of all band members whose units need repair or who qualify for renovations
- g) Maintain a waiting list of band members who need housing. Members on the wait list will be selected for a housing unit according to the Tenant Selection Criteria attached hereto as Appendix H
- h) Receive, assess and process all housing applications in a timely manner. Once processed, housing applications shall be reviewed and actioned by the Housing Committee at their next scheduled meeting.
- i) Receive and process housing disputes so they can be heard at the next scheduled meeting of the Housing Committee.

Section 4.02 General Provisions

- a) The rules and regulations contained herein are to be applied to all residential construction, renovation or repair for all rental units on Rainy River First Nations

- b) All new residential construction, renovation or relocation of housing units shall comply with or exceed the minimum standards as set out in the Ontario Building Code.
- c) Council shall be deemed as the “Authority having Jurisdiction” as related to housing matters.
- d) To be eligible for a new unit, renovations or repairs to a band-owned unit, the applicant must be a registered member of Rainy River First Nations and in good standing with the RRFNs.
- e) Rainy River First Nations Public Works Staff, and/or authorized designate may inspect all new and existing housing units with 24 hours written notice to the householder. If the authorized designate is a consultant and not an employee of RRFNs they will be accompanied by a staff member of RRFNs. The purpose of the inspection is to observe any deficiencies, so they can be recorded and addressed based on the urgency of the deficiency.
- f) If 24-hours’ notice is not sufficient, or no response is gained when attempting to inspect a second attempt will be made to inspect the house approximately 48-hours from the initial notice date. If the second attempt of an inspection is not successful then the RRFNs Public Works Department will enter the house in its capacity as Landlord, to ensure the inspection is completed approximately 72-hours after the initial notice. When entering the house under a third notice of inspection the RRFNs Public Works Department will request the presence of Treaty Three Police.
- g) In the case of an emergency, as determined by Rainy River First Nations Administration and Programming Staff and/or Chief and Council immediate entry may be made at any time without notice to the tenant.
- h) If Council reasonably determines and/or suspects, in its sole and absolute discretion, that there is illegal drug use and/or illegal drug activity on the premise the immediate access to the Premises shall be enacted without notice to the tenant by RRFNs Staff while accompanied by Treaty Three Police Services.

Section 4.03 Types of Housing

There are several types of residential unit classifications that are utilized by the RRFNs Public Works Department. These classifications include:

- a) Certificate of Possession (CP) – These residential houses are not part of the Housing Program, and are the property of the Band Member who holds lawful possession of the tract of land the residence is on.
- b) Individual Owned – These are residential properties that, while not part of the RRFNs Housing Program, also do not have a CP associated with them. These are often Family Homes that have been recognized by Chief and Council.
- c) Nation Rentals – These are residential rental units that are owned by RRFNs and

managed by the Housing Program.

- d) CMHC – These are residential rental units built under the CMHC Section 95 Program and are currently in their loan amortization period. These residential units are the property of RRFNs and are managed by the Public Works Department.

Section 4.04 Construction of New Units

- a) Wherever and whenever possible, housing construction or improvements shall be carried out using labour provided by qualified RRFNs members.
- b) All housing construction and maintenance contracts will be managed by the Public Works Department.
- c) All construction carried out under this policy shall be undertaken with due regard for the natural environment so that trees, plants and grass are not destroyed unnecessarily.

New Types of Construction Permitted

All types of construction can be utilized as long as they conform to the minimum standards of the latest Ontario Building Code or First Nations policies, whichever code is more stringent. (See latest OBC).

Loans for purchase of mobile homes will be considered only after the applicant provides a CSA Z240 approval number.

The design of the building will be reviewed by the Public Works Department to ensure that the home is suitable to meet the needs of the community and individual homeowner and family.

Inspection Requirements for New Construction

All inspections are to be conducted by a designated Housing Inspector and/or Electrical Inspector, as set out in the Agreement/Contract documents between Rainy River First Nations and the contractor. The Public Works Department will conduct an annual housing inspection, and if required a Housing Inspector shall be brought in to give documented inspection report.

New construction will require a minimum of six (6) inspections to include plans evaluations, site, rough in plumbing, footing/foundations, framing, insulation/vapour barrier, and final.

A site plan approved by the designated Housing Inspector and Public Works Department will be required for the Nations files, prior to construction.

Various inspections are required to be completed to determine the work that has been completed for progress payments, code compliances, or corrections from previous inspections.

Disbursement of Payments for New Construction to Contractors

1. Each disbursement will be outlined in a contract/agreement agreed to prior to construction. Various stages of construction will be described (i.e. Basement, Framing, Insulation, Vapour Barriers, etc.) in the contract/agreement. At the time the stage is

reached, an inspection will be requested by the contractor to be completed by the designated inspector and a report on the progress to date provided by the inspector. An invoice will be issued to release the funds up to the inspection amount. The invoice must not exceed the original estimates that were received from the contractor prior to starting construction.

2. Each disbursement will be given as per invoice which is to be signed by the contractor, Public Works Department and Manager of Administration. This invoice must be for work completed only and not exceed the original estimates that were received from the contractor prior to starting construction. A hold back of 10% will be applied to any invoice issued until the work has been inspected and approved.
3. The Manager of Administration and Public Works Manager shall exercise the right, to request a bid bond, or non-refundable deposit from all contractors who express their interest in a construction tender, within the Rainy River First Nations.
4. Deficiency values will be subtracted off the progress payment.
5. Phase of construction and related costs will be set out in the bid documents and contractor's bids.
6. Any changes to the work will be via change order. The values will be assigned on the change order. Any work completed by the contractor without written approval will not be paid. If the contractor replaces or changes something that was in the original price without approval, the contractor will be required to provide an adequate credit or provide the item as per specification.

Any invoices will be required to be delivered to the Administration Office with the necessary signatures by Wednesday for payment on the following Friday. The finance department and Manager of Administration will require a copy of the approved inspection report in order to release the hold back amounts.

Insurance Requirements

1. Insurance will be the responsibility of Rainy River First Nations until the maturity date, when the homeowner will provide insurance coverage.
2. Insurance requirements for Homeowners: Non-insured homes that have been destroyed deemed by accident or of natural disasters will be eligible to apply for RRFNs rentals.
3. Insurance must be attained by the tenant/homeowner for any and all contents within the rental unit, at the cost of the tenant/homeowner. Rainy River First Nations will not be responsible for any losses to contents, or personal items within the rental unit, destroyed deemed by accident or of natural disasters.
4. Builder's Risk insurance and a copy of Insurance (after construction) will be provided to the Housing Department. At the discretion of Rainy River First Nations Community Members utilized for small contractor jobs and/or work may not be required to carry insurance.

Section 4.05 Tenancy Agreements

- a) All tenants will be required to sign a Tenancy Agreement. A housing unit will not be allocated to a member who is not willing to sign a Tenancy Agreement. This agreement must be renewed annually.
 - a. A Tenancy Agreement will only be renewed if the Tenants are **NOT** in arrears. The exception to this is Tenants who have an Arrears Repayment Plan in place and are fulfilling its requirements.
- b) Tenancy Agreements will list all occupants of the house. This information may be changed with notice in writing to the Public Works Department.
- c) If it is determined a Tenant falsified a Tenancy Agreement, eviction procedures will commence immediately.

Section 4.06 Eligibility for Housing Allocation

1. A RRFNs member must be 18 years of age or older in order to be considered for any housing allocation. Applicants who are 16 or 17 years may submit a housing application for consideration once they turn 18 or at the discretion of Chief and Council. Applicants who are 16 or 17 and are emancipated are also eligible for RRFNs Rental Housing Allocation.
2. RRFNs member applicants will be responsible to have an updated application on file with the Public Department, who shall provide updates to the Committee. Points will be allocated according to the application on file. (See Application Example) An application that has not been updated once on a semi-annual (6 month) basis will be considered inactive and removed from the housing waiting list.
3. The applicant who scores the most points on the date the applications are reviewed by the Housing Committee will be the first choice for the available rental unit of appropriate size. The Housing Committee will review all active applications on a timely and regular basis and make recommendations to Chief and Council when residential units become available.
4. A new housing loan, as approved by Chief and Council, is for a band member's primary residence only.
5. If at any time, after allocations have been awarded, and situations have changed within the family makeup, the Housing Committee and/or Council reserves the right to have a tenant change location, with notice. (Meaning: family size depleted or family broke up – no longer utilizing a larger unit any longer)
6. Tenant Training Sessions are a mandatory requirement for all applicant(s) prior to being given keys for the house they have been allotted. Tenant training will cover the Housing Policies, Inspections – why and when they occur, financial responsibilities, procedure for asking for renovations or repairs, and some general facts that are useful to know as a tenant in a rental property.
7. Home maintenance training sessions may be required of the tenant/homeowner, after

having been given notice of their allocation and before moving into their new home.

Section 4.07 Application Procedure

- a) RRFNs housing applications, for both CMHC and RRFNS Owned rentals, must be complete and submitted to the Rainy River First Nations Public Works Department.
- b) If an application appears incomplete, if contact information is provided or available, the applicant will be contacted by the Rainy River First Nations Public Works Department for further details. This will ensure the applicant is placed in proper priority for Housing Selection.

Section 4.08 Ineligibility

An applicant will be considered ineligible for allocations if:

1. If the applicant and/or spouse does not have good standing with RRFNs and/or is the subject of a BCR to that extent.
2. If the applicant and/or spouse already hold a Certificate of Possession or Deed for housing.
3. If the applicant, or co-applicant are in housing payment and/or rental arrears and/or band receivables, are over \$1,000.00 and has not been attempting to repay or set a payment schedule.
4. An applicant that has a history of poor tenancy (cited for Tenancy Agreement violations where notice to correct or vacate was issued).

Section 4.09 Waiting List

The Rainy River First Nations Housing Waiting List is a fluid list and is based not on the chronological order of applications but based on the current needs of the applicants. The position of an applicant on the waiting list is subject to change as their situation changes, or as new applicants apply and are placed on the waiting list.

The waiting list is updated both as new applicants apply and before the Housing Committee meets to make an allocation recommendation. Applicants will remain on the waiting list for a period of six (6) months, at which time their name is removed unless an updated application has been submitted.

Section 4.10 Occupancy Requirements

Based on the information provided in the rental housing application and confirmed by RRFNs Public Works Department, the following guidelines shall determine the unit type (number of bedrooms) an applicant is eligible for based on the National Occupancy Guidelines definition of suitable housing. This means ensuring that the housing has enough bedrooms for the size and

make-up of the Tenant's household, according to the National Occupancy Standard (NOS) requirements.

Enough bedrooms based on NOS requirements means one bedroom for:

- a. Each cohabitating adult (18 years of age and over) couple; and
- b. Each no-cohabitating household members 18 years of age and over; and
- c. Same-sex pair of children under the age of 18; and
- d. Additionally, boy or girl in the family, unless there are two opposite sex children under 5 years of age, in which case they are expected to share a bedroom.

These guidelines shall recognize family court orders requiring a bedroom for visiting children where the tenant has joint custody, and the child resides with the tenant fifty (50) percent of the time or more.

Section 4.11 Selection Process

The Public Works Department will prepare all applications under consideration for housing allotments to be reviewed by the Housing Committee. The Housing Committee will make a recommendation to Chief and Council for approval of selections of loan and/or housing allocation(s). Conflict of Interest Guidelines must be followed by all Housing Committee Members, as well as Chief and Council.

- a) Scoring is completed by the Housing Committee. To prevent bias or conflict of interest with the scoring sheet of each applicant the Public Works Department will redact names and replace them with a number. The names will remain redacted until the Housing Committee has made a recommendation for housing allotment.
- b) Priority for allocation of residential units available shall be determined as per the Criteria for Points Allocation Criteria. Attached as Appendix D.
- c) All requests for special consideration for medical reasons must be supported by a written report from physician or health-care professional.

Section 4.12 Offering a Rental Unit

After Council has approved the recommendation for Housing Allocation the RRFNs Public Works Department shall contact the successful applicant by phone and in writing using the contact information provided in the application. This will be done within five (5) working days of being selected.

An approved applicant shall have five (5) working days to confirm acceptance of the unit and to make arrangements for an in-person meeting with the RRFNs Public Works Department to sign the required documentation. Failure by the applicant to confirm acceptance within five (5) working days shall result in the applicant being returned to the waiting list.

An approved applicant shall provide payment of first month's rent and the security deposit at the time the rental agreement is signed.

Section 4.13 Turnkey Responsibilities Prior to Occupancy

Prior to turnkey the RRFNs Public Works Department is responsible to:

- a) Ensure the rental unit is in move-in condition;
- b) Complete a move-in inspection with the tenant;
- c) Meet with the tenant to review and sign the tenancy agreement and provide a copy of tenancy agreement;
- d) Meet with the tenant to review roles and responsibilities, provide information on the requirements for monthly rent payments;
- e) Provide a copy of the rental house tenant handbook and by-laws, RRFNs rules and regulations that relate to the unit; and
- f) For a tenant in receipt of social assistance benefits, confirm the process to have the shelter allowance transferred to cover the monthly rent payment.

Prior to turnkey the tenant is responsible to:

- a) Pay the first months rent and damage deposit;
- b) Have the utilities established in their name, and provide the RRFNs Public Works Department with confirmation and the account number;
- c) Complete a move-in inspection with the RRFNs Public Works Department;
- d) Meet the Public Works Department to review and sign the tenancy agreement; and
- e) Where the tenant is in receipt of social assistance benefits, confirm that the required forms have been submitted to transfer the shelter allowance to cover the rent payment.

Section 4.14 Probationary Period

The first six (6) months of tenancy shall be a probationary period for the tenant. The purpose of the probationary period is to confirm that the tenant is able to carry out the responsibilities of their tenancy agreement. The Public Works Department shall be available to meet with the tenant to discuss any concerns or issues at any time during this period.

The RRFNs Public Works Manager or Representative shall contact the tenant by phone within four (4) weeks of move-in and offer to meet with the tenant. This purpose of the meeting shall be to provide an opportunity to discuss any issues or concerns.

If a tenant with rental arrears and/or outstanding accounts was offered a rental unit subject to repayment agreement with RRFNs as described within this policy, the probation period will be extended to twelve (12) months. Should a tenant, at any time, fail to pay the agreed upon monthly installments of repayment agreement in full and on time during this period, Rainy River First Nations may terminate tenancy as described within this policy.

At any time during and/or at the end of the probationary period, where the tenant has not lived up to the obligations of the tenancy agreement, Rainy River First Nations may terminate tenancy as described within this policy.

Section 4.15 Re-Allocation Vacant/Abandoned Units

Once a unit is vacated the Housing Committee will make a recommendation as follows:

This unit will be offered to a RRFNs member with an active application on file for a unit and meets the criteria for approval. This process will be done until an applicant is found that is willing

to rent on this particular unit. If any applicant denies any allocation without just cause, their application will be placed at the bottom of priority list, and issued to the next available applicant on the priority listing.

Section 4.16 Appeal Process

Applicants may appeal the Housing decisions regarding the selection process for allocations, enforcing consequences for violation of policy or other housing decisions regarding them. An applicant/tenant may appeal a decision made under this housing policy where the appeal falls under one or more of the following categories:

1. The policy was not followed which impacted the outcome of the decision being appealed; and/or
2. There was a lack of procedural fairness which impacted the outcome of the decision being appealed (i.e. any procedural error, improper investigation, or discrimination); and/or
3. The policy is unreasonable (i.e. the policy cannot be rationally supported or there is a defect in the policy which is immediate and obvious).

To submit an appeal the following process must be followed:

Any appeal of decisions must be made within ten (10) business days from the date that notice of a decision was received by the applicant.

1. Submit the appeal, in writing to the RRFNs Public Works Department will notify the Housing Committee within three (3) business days of receipt of appeal. The appeal should contain:
 - a. The decision that the appeal is being submitted for.
 - b. The basis for the appeal, including which part of the ratified Housing Policy that the applicant/tenant believes has been violated/not upheld.
 - c. Supporting documentation or evidence to support the appeal.

The appeal should be written and submitted using the Housing Appeal form available in the appendix section of this policy.

2. For appeals to housing allocations a special committee will be utilized to prevent conflicts of interest. This committee will be made up of five RRFNs members or staff members who are not in conflict. At least one off-reserve member should be a part of this committee.
3. The Housing Committee will meet and render a decision within ten (10) business days of receiving the appeal. The Housing Committee will:
 - a. Will hear the appeal and review the process in which the original decision was reached. During the review no new information will be considered, only information provided to the Public Works Department and Housing Committee at the time of decision will be used.
 - i. The Housing Committee may request the Appellant present their appeal in person if further information is required.

- b. The Housing Committee will render a decision on the appeal in writing to the appellant within ten (10) days of receiving the appeal.
4. If the Appellant is advised that the Housing Committee has viewed their appeal and ruled that the decision was made without error or prejudice the applicant may request a review of the appeal to Chief and Council. Chief and Council will review the information brought forward by both parties making the appeal. They may:
 - a. Request one (1) or both of the parties attend a Council meeting.
 - b. Request a verbal presentation on the information being brought forward.

In considering the review, Council will decide whether the Public Works Department and/or Housing Committee based its decision according to the Housing Policy, without bias or favoritism, and without error in interpretation of the Housing Policy or law.

Chief and Council will not review any new information that was not available to the Public Works Department and/or Housing Committee at the time of the original decision.

Chief and Council may, after consideration of all the information presented during the appeal hearing:

- a. Request the Public Works Department and/or Housing Committee review its decision based on a corrected understanding of the policy.
- b. Order the Public Works Department to follow the ratified policy and priorities previously established by Council.
- c. Affirm the decision made by the Public Works Department and/or Housing Committee.

The decision of Chief and Council is final.

Section 4.17 Access to the Residential Unit

The tenant shall permit a representative of the RRFNs Public Works Department to enter a unit at all reasonable times to examine the condition of the unit.

The RRFNs Public Works Department shall not enter the unit unless either:

- a) An emergency exists; or
- b) The tenant consents at a time of entry; or
- c) The tenant gives consent, not more than one (1) month before the time of entry, for the RRFNs Public Works Department to enter for a specific purpose; or
- d) The RRFNs Public Works Department has given written notice of entry for a reasonable purpose no less than 24 hours prior to the time of entry;
- e) The RRFNs Public Works Department has reasonable grounds to believe that a tenant has abandoned the unit.

Except in cases of emergency, the RRFNs Public Works Department shall only enter a residential unit between the hours of 8:30 a.m. to 4:30 p.m. from Monday to Friday.

In the event of an emergency requiring entry into a unit, the RRFNs Public Works Department Representative entering the unit will be joined by a witness, such as a member of RRFNs

Administration or the Fire Chief. Following the resolution of the emergency situation, the tenant will receive written notification detailing the occurrence and the reasons for the entry. This notification will be provided after the RRFNs staff has entered and addressed the emergency situation.

At no time is the tenant permitted to change (alter or add to) the locks or access to the residential unit to prevent authorized entrance by RRFNs Staff. A tenant may change the lock if required, and with written authorization, if a copy of the key is provided to the PW Department. If locks are changed without permission and a key is not provided to the PW Department then the door lock will be drilled, or other methods of entry may be required. Any damage caused by this will be the responsibility of the tenant.

Section 4.18 Residential Unit Inspections

The Public Works Department, or its duly authorized designate will inspect each home annual to ensure that it is maintained in good condition. The Public Works Manager and Department Staff will ensure that inspection standards are adopted.

Inspections must be specific enough so that a reasonable person can tell the difference between “normal wear and tear” and “excessive use” damages. Residents are required under this policy to participate in pre-occupancy, annual, pre-moveout and final move out inspections. Failure of tenant to participate in the required inspections may result in the termination of the Tenancy Agreement pursuant to this policy at the discretion of Council.

Whenever practical a video of the inspection and/or photographs will be taken for the record.

1. *Decent, safe and sanitary condition:* PW Department or its authorized designate have the right and obligation to make inspections of a home at any time, with prior notification to the residents, if staff has reason to believe that part of the interior or exterior of a home is not maintained in a decent, safe, clean and sanitary condition. Staff may elect to video or photograph the unit at their discretion. Notification will be made in writing given to the resident at least twenty-four (24) hours prior to the inspection.
2. *Pre-Occupancy Inspection:* Prior to the move in or no later than the date of occupancy the resident and staff will conduct a pre-occupancy inspection to document the existing condition of the home. The pre-occupancy inspection will become part of the resident's file and will be used for future reference, should the resident or RRFN terminate the Tenancy Agreement. The resident and Public Works staff will sign the inspection form.
3. *Annual Inspections:* The resident and the RRFN Public Works Department staff will conduct annual inspections of each home to ensure that it is properly used and maintained. The annual inspection also documents the condition of the home for the tenant's file and provides the RRFN Public Works Department staff with a basis for providing counseling on home use or maintenance. If there is reason for concern, such as the unit not being in good condition more frequent inspections will be scheduled.

An inspection may result in mandatory maintenance being required of a tenant on his/her unit. In this case, a plan of action will be developed between the Public Works Department and Tenant listing specific maintenance actions needed and target dates.

Staff will follow up with subsequent inspections on those dates to ensure that necessary compliance by the tenant.

4. *Pre-Move Out Inspection:* The pre-move out inspection is scheduled at the time the tenant notifies staff with his/her thirty (30) days notice of intent to move out and terminate their Tenancy Agreement. The pre-moveout inspection is conducted to provide the resident with assistance in maintenance items that are required to be repaired/replaced or cleaned prior to the RRFN Public Works Department regaining possession of the home.
5. *Eviction Inspection:* Staff will perform an inspection of the premises whenever it takes action to terminate a Tenancy Agreement. The premises will be inspected prior to the resident moving out.
6. *Final Move Out Inspection:* The final move out inspection documents the condition of the home at the time of the RRFN Public Works Department gains possession of the home. Any items needing repair or replacement beyond “normal wear and tear”, or cleaning will be documented for the file. Any charges for rehabilitation of the home will be made according to this policy. It is the policy of the Public Works Department that the tenants are responsible for all damages to the unit and all routine and non-routine maintenance of the unit.

Section 4.19 Responsibility of the Public Works Department to the Tenant

- a) To make sure the unit is clean and ready by the agreed upon Tenant move-in date.
- b) To do a walk through the unit with the Tenant to complete a unit condition review and answer any questions about the unit the Tenant may have. (how the HRV works, how to change the furnace filter, when to call about emergency maintenance, etc).
- c) To perform annual inspections on the unit
- d) To perform annual fire inspections with the RRFN Fire Chief to ensure that smoke alarms, carbon monoxide, fire extinguishers and electrical plugs are functional and in good condition.
- e) To do repairs and maintenance to heating, plumbing, electrical, roof and appliances that come with the unit and are the property of the Public Works Department. If damage is done by the Tenant, the Tenant is responsible for the cost of repair(s).
- f) To investigate complaints about a Tenant disturbing another Tenant or neighbours. After 3 complaints the situation will be escalated and further consequences considered.
- g) To provide documents to the Tenant – a copy of your Tenancy Agreement, the Tenant Handbook, the Housing Policy, and rent receipts.
- h) To make sure the Tenant understands their responsibilities as a householder prior to moving in.

Section 4.20 Responsibility of the Tenant as a Householder

Understanding your responsibilities as a Tenant is one of the most important factors to ensuring the Rainy River First Nations Housing Program runs efficiently and effectively so all members living in Rainy River First Nations Housing units can enjoy a safe and healthy home.

Any Tenant of the Rainy River First Nations Housing Program is required to adhere to the following:

- a) To pay their rent each month on time.
- b) To be responsible for the routine care and maintenance of the home, including all repairs and replacements (including repairs and replacements necessitated by damage from any cause). The RRFN Public Works Department shall not be obligated to pay or provide any maintenance of the home for any items that do not fall within the responsibilities of Public Works Department to the tenant.

Routine Maintenance includes, but is not limited to, the following:

- a. Cleaning/changing filters (recommended once every 3 months, or at minimum annually);
 - b. Cleaning/maintenance of appliances;
 - c. Clean behind appliances every six (6) months;
 - d. Change lightbulbs as required;
 - e. Regular floor and carpet care;
 - f. Keeping all screens in good repair;
 - g. Maintain smoke and carbon monoxide detectors. Inform the RRFN Public Works Department immediately if a smoke detector is not working correctly;
 - h. Bathroom fan cover kept clear of accumulated dust – wipe down every six (6) months;
 - i. Maintain yard/grass – cut and keep free of debris
 - j. Wash siding annual; and
 - k. Snow removal from walkways and driveway in the winter for safe access to and from the housing unit.
- c) To be responsible for cleaning all areas of the unit, including but not limited to, living room, dining room, kitchen, hallways, laundry room, bedrooms, closets, bathrooms, outdoor walkways, yard and parking spaces.
- d) To ensure written approval is obtained from the RRFNs Public Works Department **PRIOR** to doing any modifications or renovations to the housing unit. Any costs for modifications or renovations done to the housing unit without prior consent will not, under any circumstances, be reimbursed by RRFNs or the RRFNs Public Works Department.
- e) To prevent the infestation of rodents and insects, Tenants must remove any collected trash and food waste from their housing unit at least once a week
- f) Carpets and rugs should be vacuumed at least once a week. Hardwood floors or tiles should be swept once a week. Bathrooms must be cleaned regularly, and as frequently

as needed to prevent the formation of mold and mildew.

- g) To pay for and repair any damage they or their guests cause, as soon as possible to an acceptable standard (or pay the RRFNs Public Works Department for repairing the damage) within a reasonable time after receiving a written notice to do so by the RRFNs Public Works Department.
- h) To maintain the yard
- i) To make sure they and their guests do not disturb others property.
- j) To make sure they do not endanger the safety of others in their housing unit or any other Rainy River First Nations housing unit.
- k) To respect the RRFNs Housing policies.
- l) To notify the RRFNs Public Works Department of any income changes that may affect payment of rent on time.
- m) To notify the RRFNs Public Works Department of changes from Social Assistance to Employment status as soon as possible.
- n) To respect the Tenancy Agreement.

Tenant Damage

When reports of damages are submitted to the RRFNs Public Works Department, they may, at all reasonable times, and with 24 hours written or verbal notice to the tenant, enter the residential unit to examine its condition.

The tenant is responsible to pay repair costs for damage to the unit that is a result of willful damage neglect, vacated/abandoned by the tenant, their guests, or their pets. In such cases the following procedures shall apply:

- a) All incidents of damage will be handled according to the eviction and arrears collection policies.
- b) The Public Works Department shall complete an inspection and a written report to confirm the repairs required as a result of willful damage, neglect, vacated/abandoned. The report shall include an estimate of costs (materials and labour) for the repairs.
- c) Within five (5) working days of receiving the inspection report, the Public Works Department shall issue a written notice of tenant damage to the tenant to confirm the repairs and offer to repay the costs of repairs. The options shall include:
 - a. Security deposit to be held until the end of tenancy; or
 - b. Where the cost of repairs exceeds the security deposit, the tenant can pay the cost of repairs in full or enter into a repayment agreement with the housing department.
- d) Where a repayment agreement is entered into shall be on a case-by-case basis, the tenant shall pay a minimum of 15% of the estimated costs by cash, money order or certified cheque on the date the agreement is entered into.

Where the tenant does not pay for the repairs within the date specified or, enters into and does not honour a repayment agreement for the repairs, the Public Works Department shall enforce

the consequences for a break of the tenancy agreement as confirmed within this policy. All instances of tenant damage shall be recorded in the tenant's file and remain on the file indefinitely.

Where, during the move-out inspection there are repairs required as a result of the willful damage or neglect, the Public Works Department shall notify the tenant in writing of the amount of repairs and shall apply the security deposit toward the cost of repairs. Where repairs costs exceed the security deposit the housing department shall:

- a) Forward written confirmation to the former tenant, where a forwarding address has been provided/or is known, and demand payment of the repair costs; and/or
- b) Note the value of the repair cost as an account owing against the former tenant.

Where the former tenant is charged for the cost of repairs that are confirmed to be a result of willful damage neglect, vacated/abandoned the former tenant shall not qualify for the RRFNs Housing Programs until such costs have been repaid in full or where a repayment agreement is in place within this policy.

Section 4.21 Non- Routine Maintenance of the Housing Unit

Bed Bugs

- a) If a Tenant, who is a signatory on the Tenancy Agreement, is on Social Assistance and finds that their unit has Bed Bugs, the Tenant will qualify for Bed Bug removal covered by the Social Program
- b) If a Tenant, who is a signatory on the Tenancy Agreement, and who is employed, finds that their unit has Bed Bugs, the Tenant will be responsible for the cost of Bed Bug removal.

Emergency Maintenance

Emergency Maintenance are issues that require the Public Works Department to act sooner rather than later. This type of maintenance gets prioritized and taken care of ahead of non-emergency maintenance items.

Please make a request for Emergency Maintenance through the Public Works Department during regular business hours the PW On-Call Phone afterhours for any of the following issues:

- a) Electrical and Wiring
 - i. If lights dim when multiple appliances are on
 - ii. If circuit breakers trip frequently
 - iii. If outlets are hot to touch
 - iv. If there is electrical sparking from any source of electricity
- b) Roof Damage
 - i. Water pooling on roof, or ice damming
 - ii. Water damage on ceiling or walls around the ceiling
 - iii. If you notice a moldy damp smell
 - iv. Damage to shingles
 - v. Algae growth

- c) Basement and Foundation (Structural)
 - i. Sagging beams
 - ii. Large cracks in the foundation
 - iii. A new dip or slant in the floor
- d) Gutters and Drainage
 - i. Damaged, dented or split gutters and downspouts that don't connect.
- e) Heating/Furnace and HRV
 - i. If the furnace cannot regulate the temperature in your unit
 - ii. If the furnace seems to be struggling to start
 - iii. If the HRV isn't working correctly
- f) Plumbing
 - i. Break or defect in interior, or exterior plumbing, septic and/or wells.
- g) Any item that presents a hazard to the immediate health or safety of the occupant.

Section 4.22 Unit Adjustments and Material Purchasing by Householders

- a) A Tenant shall not make major adjustments (modifications or renovations) to a housing unit without **PRIOR** consent of the Public Works Department. Major adjustments include, but are not limited to:
 - i. Flooring
 - ii. Additions/Extensions to the unit
 - iii. Changing countertops, cabinetry
 - iv. Bathroom renovations
 - v. Removal of wall(s) or other structural items that could compromise the structure of the unit.

Please speak to the Public Works Department if you are considering making adjustments to your unit.

- b) Tenants who make major adjustments without prior consent of the Public Works Department, will not, under any circumstances, be reimbursed for materials and/or labour and may be evicted.
- c) Major adjustments completed without prior consent of the Public Works Department will be considered damage and the Tenant will be held responsible.
- d) All approved major adjustments are subject to inspection by the Public Works Department, regardless whether the work was carried out by the RRFNs Public Works Department or the Tenant. RRFNs reserves the right to halt construction at any point of construction until approval is given, defects are fixed or the required inspections are completed.

Section 4.23 Collection of Rent/User Fees/Damage Deposit

Rent Collection

The monthly rent for all residential units on Rainy River First Nations, both band-owned and CMHC units will due on or before the first of every month. Band members will be responsible for providing the monthly payments to the Finance Office. Various payment schedules will be offered to Band members for a rental unit. (I.e., Payroll deduction). Changes can be made to Rental Agreements when conditions change.

If the band member does not provide the monthly rent by the due date, then the arrears management procedure will be followed.

Rent Increase

RRFNs recognizes that as the cost of maintenance of the residential units increase the need for rental increase also exists. RRFNs reserves the right to increase the rent by a reasonable amount as necessary but not more than once per fiscal year. There shall be no rent increase within the first year of the tenancy agreement.

Where a rental increase is necessary the RRFNs Public Works Department will provide the tenant with a written notice of rent payment increase at least sixty (60) days prior to the effective date of the increase.

Rent Incentive

After twenty-four (24) consecutive months of on-time payment of rent the tenant will receive credit of one (1) month of rent as a reward for paying their rent in a timely fashion.

Damage Deposit

All tenants moving into a unit will be required to pay a damage deposit of \$150 prior to their move-in date. If the tenant does not pay the damage deposit, they will not move into the assigned unit and may lose their priority on the waiting list.

On termination of the tenancy agreement the security deposit, less any costs incurred by RRFNs related to the loss of rental income or willful damage or neglect by the tenant, their guests or their pets shall be reimbursed to the tenant by cheque within 30 days of termination of the lease agreement.

Other Housing Charges

A tenant is responsible to pay all charges for hydro, electricity, heat, telephone, tv services and other services or any other amenities to which the tenant may subscribe or install, unless otherwise indicated in the lease agreement. RRFNs is not responsible for any unpaid or terminated services.

Methods of Payment

RRFNs recognizes the following payment methods when it comes to paying rent, fees or other accumulated charges.

- a) Cash, Money Order, Personal Cheque or Electronic Money Transfer (EMT).

Rent payments made by money order or personal cheque are to be made payable to

Rainy River First Nations. If a payment is made by personal cheque and is returned by the bank as non-sufficient funds (NSF) twice cheques shall no longer be an acceptable method of payment for the tenant.

Where RRFNs is charged a fee for the NSF cheque, the amount of the fee shall be charged to the tenant's rent receivables account so that RRFNs recovers this cost.

Cash payments are to be made out to the RRFNs Finance Department. A receipt will be issued for all transactions.

b) Payroll Deduction

Where a tenant is a full-time, part-time, contract, contractor, casual and/or season employee they will be expected to enter into a payroll deduction agreement with RRFNs to have their rental payment deducted from their pay. Money deducted will be posted to the tenant's account.

In situations where the tenant owes rental arrears an automatic deduction as per the approved arrears policy will be followed. This deduction does not include cheques made to the tenant for reimbursement of goods purchased on behalf of the Nation or honorariums.

c) Social Assistance (Ontario Works)

Where a tenant is eligible to receive social assistance through the RRFNs Ontario Works Program the tenant is responsible to complete the necessary forms and obtain approval through the RRFNs Social Services Department. The tenant is responsible for submitting rent payment information to social services on a month-to-month basis or as required.

Section 4.24 Housing Arrears Management Procedures

The Housing Arrears Management Procedures will be applied in accordance to the RRFNs Arrears Policy. This policy outlines in details how RRFNs will approach arrears, the deductions and consequences of outstanding arrears.

Application of these Procedures

These procedures apply to the following situation:

1. Residential tenants of Rainy River First Nations that have a written tenant agreement;
2. Occupy accommodations/premises designated as rental space with Rainy River First Nations;
3. Owes money for previous rental, water bills, sewer bills, utility payments, etc; and,
4. Renovation Loans

Obligations of Tenant and Landlord

1. It is the legal and contractual obligation of the tenant to make payment of rent on or before the first day of every month.
2. It is the legal and contractual obligation of the Council to receive rent payment, to record the transaction and to issue a receipt of payment to tenants.
3. The Ontario *Tenant Protection Act* (formerly known as *Landlord & Tenant Act*) does not apply to tenancies on Rainy River First Nations because it is inconsistent with the federal *Indian Act* system of landholding and RRFNs Land Code.

Notification

1. Whenever rent is more than **fourteen** (14) calendar days past due, the Public Works Department shall make an effort to contact the tenant by telephone and, if unsuccessful, by Letter A. If contact is made by telephone, it will be logged to the rental file.
2. In the event that the Public Works Department is unable to contact the tenant or the tenant appears to have ignored the first contact and/or rent remains unpaid after the payment is an **additional fourteen** (14) calendar days past due (**28 calendar days**), the Housing Department shall send Letter B requesting payment of rental arrears and attempting to arrange a meeting. (To be a registered letter) COPY TO HOUSING COMMITTEE AND CHIEF AND COUNCIL.
3. Allowances for exceptional circumstances (such as sickness or loss of immediate family) may be allowed on a case-by-case basis, and reported to the Housing Committee.
4. An “Arrears Recovery Agreement” (Attached) can be developed to cover for exceptional circumstance, or to recover payments that have been missed by the tenant.
5. On **forty-three** (43) calendar days, in the event that the tenant does not respond, or does not honour the Arrears Recovery Agreement, the Public Works Department shall issue a Notice of Eviction and Demand for Rental Arrears to be sent to the tenant by delivered certified mail (Canada Post Acknowledgement put on file) or personally delivered by the Public Works Department to the tenant. The Notice shall specify a date for the tenant to be out which is immediate from the date of delivery or mailing (not counting the date mailed/served; but, counting the date of eviction). Any such letters will be discussed at the next meeting of both Council and the Housing Committee.
6. In the event that the tenant fails to remove their personal possessions upon vacating the premises the tenant’s possessions will be removed and stored for thirty (30) days at a cost of \$200.00. Rainy River First Nations accepts no liability for any damage to the tenant’s possessions. After thirty (30) days, the property will be disposed of at the cost of the tenant.
7. In the event that the tenant willfully resists giving up possession of the premises, Rainy River First Nations may proceed to obtain an Ontario Court of Justice General Division Write of Possession and have it enforced by the Sheriff of the District of Rainy River, with the assistance of Treaty Three Police Officers, and supports, if necessary, to keep the public peace.
8. In the absence of any reasons to the contrary, Rainy River First Nations will pursue the

collection of unpaid rent against tenants and former tenants. Such collections will include, where applicable, legal/professional costs associated with the eviction, storage and disposal costs and any unreasonable damage to the house. An interest rate of 6% compounded annually will be applied to outstanding accounts. The pursuit will include but not be limited to Court Actions (Guaranshee), Credit Bureau reporting, and any or all means necessary to collect arrears.

Default Procedures

The following Default Procedures will be reviewed with each Tenant when signing a rental agreement for a new home/rental home.

Notice of default will begin for the tenant immediately after one payment has been missed. The following procedures will apply.

1. On the 4th day after the first of the month, a reminder will be sent or a call to the tenant reminding the tenant that payments are due on the first of the month.
2. A first notice will be sent to the tenant, after 15 days, notifying them that they are now in default of their loan agreement and must provide payment immediately. The tenant will have the opportunity at this time to make an appointment with the Public Works Coordinator to discuss a payment schedule the will bring the payments up to date.
3. If after 30 days, no payment has been received, a second notice will be sent immediately after the second payment date has been missed. This notice will include a date for an interview meeting with the Public Works Coordinator to discuss a payment schedule the will bring the payment up to date.
4. If after 30 days from the second notice, no payment or no agreement has been made, a third notice by Registered Mail, will be sent immediately after the third payment date has been missed or payment has been missed according to the second agreement. This notice will advise the tenant that a foreclosure process will begin, if payment in full is not received or a payment agreement is not signed with the First Nations within 30 days.
5. If after 30 days, of the registered mail notice, and payment is not received in full or an agreement has not been made, the Chief and Council will be advised of the foreclosure and this process will begin immediately.

Proper documents should be signed and agree to by Chief and Council as to how the foreclosure procedure will occur and who will handle the foreclosure process.

Reports

The Public Works Department of Rainy River First Nations shall provide the Manager of Administration (MOA), Chief Finance Officer (CFO) and Rainy River First Nations Band Council, and Housing Committee with a monthly report of rental arrears containing the following information:

- i. name of tenant
- ii. date when rent was last paid
- iii. amount of rent last paid

- iv. monthly rent obligation
- v. number of months in arrears
- vi. total arrears owing
- vii. comments and recommendations of Public Works Department, if any.

Denied Services

Until a working Re-payment plan is mutually developed and accepted, any housing related services will be denied until proof has been established that the repayment plan is working. The Amounts and time frames are:

- | | |
|-------------------------------|--------------|
| a. Less than \$1000 | N/A |
| b. Between \$1000 - \$2000 | 6 months |
| c. Between \$2000 - \$5000 | 9 months |
| d. Between \$5000 - \$15, 000 | 18 months |
| e. Over \$15, 000 | Total repaid |

Deduction Rate to Renumeration for Members with Rental Housing Arrears Account Receivable

Effective May 1, 2018, the applicable deduction rate to remuneration paid by RRFNs to those employee's, contractors, purchase fee for services sold, etc. is set at 20% of the gross payment. This deduction applied to anyone on or off-reserve who are in rental arrears or any account receivables for any purpose.

Persistently Late Payments

If rental payments are persistently late, the Public Works Manager will, by special report to the housing committee, inform the committee that the tenant has a problem with prompt payment. The Public Works Manager will advise the Housing Committee and Chief and Council, with a recommendation along with, other options and actions that can be taken with these tenant(s).

Section 4.25 Possibility of Ownership of Residential Unit

Should a tenant choose, and Rainy River First Nations agree, a tenant may assume ownership of the unit they are residing in upon amortization of the unit's mortgage. This process will follow the RRFNs CP Policy and be in accordance to Land Code.

Ownership (and associated costs) will be dependent upon the tenant paying their rent and on how many years the tenant has been residing in the amortized unit. A tenant will be required to have lived in the unit for 25 years (300 payments) and have no outstanding arrears.

Should a tenant and Rainy River First Nations agree to allow a tenant to purchase a housing unit that has been fully amortized (paid off), the new owner will be fully responsible to undertake all future repairs and renovations on their unit – Rainy River First Nations will not be any under obligation to provide funding, materials or labour on an owned housing unit.

Section 4.26 Use of Unit and Property

The residential unit and property are intended to be used only for the purpose of a family

residential dwelling by the tenant and occupants listed on the Tenancy Agreement.

A tenant wishing to operate a home-based business from the unit may not do so unless they have received prior written approval from the PW Department. The tenant shall submit a written request to the Public Works Department which details the activities of the business and potential impact on the unit (e.g. increase in use of services) and property (e.g. signage, work areas, equipment storage) and surrounding areas (e.g. increased traffic, parking, noise and disturbance to neighbouring properties).

The Public Works Department may deny a request to operate a home-based business for any of the following, but not limited to safety reasons:

- Increased fire hazard due to the potential of overloaded circuits, improper storage of flammable materials or inadequate fire prevention methods available for the type of business being requested.
- Chemical exposure – if the use of chemicals or materials in the proposed business pose health risks to the tenant, other occupants or neighbours.
- Noise Disturbances – the operation of the home business will cause a significant increase in noise to the neighbourhood effecting other residents.

Where a tenant submits a request to operate a home-based business, the Public Works Department shall obtain confirmation from its insurance provider as to any increase in premium that may be charged to insure the unit against liability or other damages or loss as a result of the home-based business. Where the insurance provider confirms an increase in the premium the Public Works Department shall confirm to the tenant the annual amount of the additional insurance premium and the tenant shall be required to pay this amount in full to the RRFNs, for every year the home-based business is in operation. Failure by the tenant to pay the additional premium shall result in the withdrawal of approval to use the unit as a home-based business.

The Public Works Department shall confirm that the request meets the zoning requirements as set out within the Rainy River First Nations Land Use Plan.

Public Works may refuse to approve the use of the unit as a home-based business, or after having provided approval, may withdraw such approval at its discretion, for safety based reasons.

Section 4.27 Guest Policy

A tenant shall be permitted to allow a guest (a person who is not listed in the Tenancy Agreement) to occupy the unit on a temporary basis of a period not to exceed 30 consecutive days OR 60 non-consecutive days in a six (6) month period.

Where the tenant wishes for a guest to remain longer than 30 consecutive days or 60 non-consecutive days in a six (6) month period, the tenant shall submit a written request to the RRFNs Public Works Department requesting approval to do so. The following shall apply:

- a. Where the RRFNs Public Works Department determines that continued occupancy by the guest creates an overcrowding situation, the request shall be denied; and/or
- b. Where the RRFNs Public Works Department approves the request the additional period of temporary occupancy by the guest shall be confirmed in writing by the Public Works Department and this period of time shall not be exceeded. The tenant shall be responsible for the conduct of their guest which must be in accordance with the terms of

- c. the rental agreement and this housing policy; and/or
- c. Where the RRFNs Public Works Department denies the request, they shall notify the tenant in writing and the occupancy requirements as detailed within this housing policy shall be applied.

Section 4.28 Pet Policy

This policy does not override the Animal Control By-Law put in place by Chief and Council but is meant to supplement and add further restrictions.

- a) Tenants may have up to two (2) domestic pets as per the RRFNs Animal Control By-Law.
- b) Tenants MUST inform the Public Works Department of all pets being kept in the unit.
- c) All pets will have the required shots.
- d) All pets will be kept in the proper care and control of the Tenant always. For example: dogs will be properly leashed, etc.
- e) The Tenant is responsible for cleaning up excrement from the pet, both inside and outside the premises.
- f) The Tenant is responsible to pay for any damage the pet may do to the Premises. Example: chewing/gnawing on walls/cupboards/carpet; pet stains on carpets; etc.
- g) If any part of this Pet policy is violated, or the pet becomes a nuisance or a hazard to others, the First Nation, through the Public Works Department, can require the pet to be removed or can terminate the tenancy agreement. If the pet is removed, there will be no effect on the validity of the tenancy agreement.

Section 4.29 Right to Occupy a Unit (Marital/Relationship/Family Breakdown)

- a) If the householders are married or have been living common law for over one (1) year, and if both are members of Rainy River First Nations, then the unit will be held in joint tenancy.
- b) If a couple separates, the parent who has custody of the child(ren), and who is a member of Rainy River First Nations shall be the householder and will have the right to continue residing in the unit.
- c) If the custodial parent is not a member of Rainy River First Nations, and the children are under the age of 18 and are registered members of Rainy River First Nations, the custodial parent will be the householder until the youngest child turns 18.
- d) When custody of multiple children is split between the two parents, the right to occupy the unit shall fall to the parent who has custody of the majority of children who are members of Rainy River First Nations.

- e) Should a situation arise where an equal number of children, whom are members of Rainy River First Nations, are in the custody of each parent, the Public Works Department shall address the matter with both parents and attempt to reach a solution that is agreeable to all parties. If this is not possible, the Public Works Department will review the facts of the matter and make a recommendation to Council as to who should occupy the unit.

Section 4.30 Community Care Program

- a) Should the situation warrant it, and the parent(s) and/or guardian(s) request arrangements can be made for the children to remain in the house while the parent(s)/guardian(s) seek the help they require.

Section 4.31 Death of a Householder

- a) If a householder, who is the primary tenant and whose name is on the lease, passes away, the unit will revert to the care and control of the RRFNs First Nation Public Works Department and will be considered a vacant unit.
- b) If a householder, who is a co-tenant and whose name is on the lease, passes away, the unit will revert to the surviving co-tenant listed on the lease only if the surviving co-tenant is a RRFNs member, and that person will become the primary tenant, if he or she so wishes.

If the surviving co-tenant does not wish to remain in the unit, it will revert to the care and control of the RRFNs First Nation Public Works Department and will be considered a vacant unit.

- c) If the surviving co-tenant is not a member of RRFNs, he or she will have one hundred and eighty (180) days to vacate the unit, unless the co-tenant is a parent or guardian to children under the age of 18, who are RRFNs members and who live in the unit with the surviving co-tenant. In this situation Section 4.29 clause c is applicable and will be followed.
- d) Rainy River First Nation understands that extenuating circumstances will arise. These will be evaluated on an individual basis by the Housing Committee and/or Public Works Department Staff for a recommendation to Council within the guidelines of the RRFNs Housing Policy.

Section 4.32 Transfer/Relocation of Tenant(s)

RRFNs retains the right to transfer or relocate any tenant(s) in the following situation:

1. Over-Housed Household
 - a. Where the number of permanent occupants in the unit household equals fewer persons than the number of bedrooms required according to the recommended occupancy guidelines noted within this policy, shall mean that the household is over-housed.
 - b. Where the household is over-housed and the Public Works Department confirms that a replacement band-owned rental unit is available for occupancy and that

the unit meets the needs of the household size based on the recommended guidelines, the Public Works Coordinator may transfer the tenant to the replacement unit.

- c. Transfer of the tenant(s) shall be confirmed with a minimum of ninety (90) days written notice to the transferring tenant(s).
 - d. The Public Works Department shall complete a home visit with the tenant(s) to confirm the details and timing of the transfer/relocation which shall include:
 - i. Where the transfer/relocation is at the request of the housing department, the housing department shall pay relocation costs of the contents of the home (excluding any equipment, recreational vehicles, non-functioning vehicles, etc.) to a maximum amount of \$5,000.00; and
 - ii. The tenant(s) shall sign a new rental agreement for the replacement unit.
2. Transfer at the Request of the Tenant(S)
- a. An existing tenant who occupies a band rental unit and wishes to transfer to an alternate band rental unit shall submit a letter of interest to the Public Works Department as outlined in this housing policy. The tenant's expression of interest and any subsequent application for an alternate rental unit shall be considered equally with all other applications and all eligibility criteria noted within this policy shall apply and, the tenant shall not be in breach of their rental agreement or the housing policy.
 - b. Where an application for an alternate band-owned rental unit for an existing tenant is approved, the existing tenant shall sign a new rental agreement and shall be responsible for all costs associated with the transfer.

Section 4.33 Subletting

A tenant has no authority to authorize other tenants to move into the unit and no right to lease or sublet the unit.

Where a tenant leases or sublets a unit, this is a breach of the Tenancy Agreement and the Housing Policy. If it is found that a householder is subletting or has "sold" their CMHC or Band-owned unit to another person, the Tenant Agreement will be deemed null and void and both the householder and the current occupant will be evicted. The unit will revert to the care and control of the RRFNs Public Works Department.

Section 4.34 Vacating or Temporarily Vacating of Units

- a) Any householder who wishes to vacate their unit, may do so provided thirty (30) days' written notice is provided to the RRFNs Public Works Department. Upon-receiving notice the RRFNs Public Works Department will schedule a pre-move out inspection as well as the final inspection dates.
- b) At no time, shall a tenant vacate their unit and sublet to another person. All rent paid on any RRFNs housing unit is payable to Rainy River First Nations.
- c) At no time, shall a householder "sell" their unit to another person. All CMHC and band-owned housing on Rainy River First Nations is owned by Rainy River First Nations.
- d) If a householder is going to be away from their unit longer than fifteen (15) days, they must advise the Public Works Department, in writing, stating the reason for their

absence, how long they will be away and who, if anyone, will be staying in the house during their absence.

Section 4.35 Vacating of Units in Poor Condition

- a) If a unit is vacated because of its poor state of repair, it is to be inspected by the Public Works Department. If, in the opinion of the Public Works Department, the unit is unfit for use as a dwelling and poses a threat to the health and safety of any occupant, the Public Works Department shall prohibit occupancy.
- b) The Public Works Department shall make a full report on the condition of the vacant unit to the Housing Committee, who shall determine what recommendation should be made to Council (eg: demolition or major repair and renovation).

Section 4.36 Abandoned Units

- a) If a housing unit has been unoccupied for a period of fifteen (15) days and notice was not provided to the Public Works Department, the department will reach out to investigate the reason. If the PW Department investigation does not yield a valid reason or cannot determine the reason the unit has been unoccupied then the unit will be considered abandoned and will return to the care and control of the RRFN Public Works Department.
- b) Once a housing unit has been deemed abandoned, the Tenancy Agreement will become null and void and the Public Works Department will seek to recover any lost rent for the unit from the former Tenant.
- c) Any belongings left in the housing unit will be sent to storage for a period of thirty (30) days. It is the former Tenant's responsibility to pay for storage if they wish to recover their belongings. After thirty (30) days, all belongings left in storage will be disposed of. Storage, cleaning and removal fees will be billed to the former tenant.
- d) Once the abandoned unit has been cleaned and necessary repairs have been made, it will be allocated to a new tenant according to the waiting list and tenant selection criteria.
- e) Any damage to the unit that is not considered normal wear and tear will be the responsibility of the former tenant. Costs for repair will be billed to the former tenant.
- f) A former tenant who has abandoned their unit will not be eligible for a housing unit in Rainy River First Nations for a period of three (3) years. Should the former tenant wish to apply for housing after three (3) years, they may. Their application will be assessed by the Public Works Department and Housing Committee for recommendations to Council. The former tenant must be in good standing with Rainy River First Nations and may be asked to appear before the Housing Committee and/or Council for an interview prior to their application being considered.

Section 4.37 Eviction & Eviction Procedures

Rainy River First Nations remains responsible and accountable for the proper use and

maintenance of the RRFNs housing assets. RRFNs, therefore, reserves the right to evict an occupant of a Rainy River First Nations' house.

An occupant(s) who fails to comply with the occupancy agreement, policy, and laws that govern Rainy River First Nations may be subject to eviction.

Eviction is, essentially, the removal/expulsion of an occupant from a housing unit.

The following will be deemed to be "just cause" for the eviction of a RRFNs housing unit occupant:

- It comes to light that Tenant has made a false declaration in their application;
- Regular and/or serious damage to, or abuse of, the RRFNs housing unit; including serious neglect of the maintenance and repair of the RRFNs housing unit;
- Refusal by the occupant to pay rent or maintenance fees; an eviction notice will be served to the occupant if rent has not been paid within one month and two weeks of due date;
- Outstanding Arrears with no attempt to enter an Arrears Repayment Agreement;
- Refusal of the occupant to renew their Tenancy Agreement on an annual basis;
- Repeated abandonment of the house;
- Repeated cases of criminal activity within the house;
- Should the primary resident be charged, convicted and imprisoned for a period greater than ninety (90) days, the occupant forfeits their privilege of residing in the RRFNs housing unit and the house may be reallocated to another RRFNs member. In instances of incarceration, the occupant and the occupant's family must meet with the Housing Committee within thirty (30) days to deal with tenancy issues, storage of possessions and other related issues.

Procedure

- a) an occupant(s) who is in serious breach of the occupancy agreement, policy or laws may be subject to eviction;
- b) the following steps will be used to address eviction procedures:
 - 1) a verbal warning will be provided to the occupant by the Public Works Department informing the occupant of the misconduct. A verbal warning be issued and noted in the occupant(s) file. Should the misconduct reoccur, the next steps for eviction will be initiated (see 2));
 - 2) an interview will take place between the occupant(s) and the Public Works Department to address the misconduct of the occupant(s). Interview notes will be placed in the occupant(s) file. Failure to cooperate/attend the meeting will result in moving directly into the next step. If the conduct reoccurs, the eviction procedure process will continue (see 3));
 - 3) a written warning will be provided to the occupant and, the occupant and the Public Works Department will develop an action plan to immediately correct the behavior that warranted the written warning. The written warning will be noted in the occupant(s) file. If there is no change in the occupant's behavior then (see 4));
 - 4) After all efforts to correct the occupancy have been exhausted by the Public Works Department a report will be compiled, outlining all the steps taken above

with a recommendation for Council. If Council approves the recommendation an eviction notice will be provided to the occupant(s).

- c) every attempt will be made by the Public Works Department to provide an occupant(s) with the opportunity to correct their misconduct/issues (i.e. arrears, noise complaints, damages to unit, neglect of unit, etc.).
- d) RRFNs reserves the right to immediate evict all occupants of the residence if it has been determined that continued occupancy will cause serious damage, destruction or immediate risk of injury to the residents. Communication in the result of an eviction will be through registered mail.

SECTION 5 Appendices

Appendix A – Housing Committee Confidentiality and Non-Disclosure Agreement

Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement is given to Rainy River First Nations Chief and Council in consideration of my position as a member of the Rainy River First Nations Housing Committee (“the Housing Committee”).

I, _____, acknowledge that as part of my role on the Housing Committee, I will be given access to information that is of a personal, confidential and/or proprietary nature, for example: personal information related to staff, Chief and Council, and members of the Rainy River First Nations, such as names, email addresses, income information, marital/family status, and financial information (“Confidential Information”), to fulfill my obligations as a member of the Housing Committee.

I therefore agree:

1. To hold all Confidential Information in trust and strict confidence and agree that it shall be used only for the purposes required to fulfill my Housing Committee obligations, and shall not be used for any other purpose, or disclosed to any third party.
2. To keep any Confidential Information in my control or possession in a physically secure location to which only I and other persons who have signed a confidentiality agreement for the Housing Committee have access.
3. To not remove any Confidential Information from the RRFNs Public Works Department unless, and to the extent that, I obtain written pre-authorization from the Public Works Manager. Whenever I am pre-authorized, I agree to take all necessary steps to keep such Confidential Information secure and to protect such Confidential Information from unauthorized use, reproduction or disclosure.
4. To maintain the absolute confidentiality of personal and confidential information in recognition of the privacy rights of others always, and in both professional and social situations.
5. To comply with all privacy laws and regulations, which apply to the collection, use and disclosure of personal information.
6. After any discussions, or at the request of management, to return all Confidential Information, including written notes, photographs, memos or notes taken, to the RRFNs Public Works Department possession and the responsible manager/director.
7. To not disclose confidential and/or personal information to any employee, consultant or third party unless they agree to execute and be bound by the terms of this agreement and have been approved by Rainy River First Nations in an official capacity.

I understand that a breach of confidentiality or misuse of information could result in disciplinary action up to and including termination of my role on the Housing Committee.

I understand that this undertaking survives the termination of my tenure on the Housing Committee.

The laws of Canada, shall govern this Agreement and its validity, construction and effect.

I fully understand and accept responsibilities set above relating to personal, confidential and/or proprietary information.

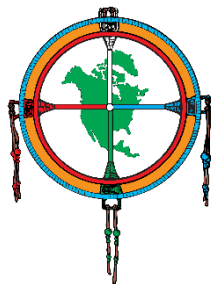
Name: (please print) _____

Signature: _____ Date: _____

Witness Name: (please print) _____

Witness Signature: _____ Date: _____

Appendix B – Housing Application



RAINY RIVER FIRST NATIONS

HOUSING APPLICATION

The information requested in this application is based on the Rainy River First Nations (RRFNs) Housing Program Policy approved by RRFNs Chief and Council. The purpose of the application is to collect information which shall confirm whether the applicant is eligible to receive rental housing assistance, and the priority of their request for housing assistance.

Eligibility

An applicant is eligible to receive housing assistance if:

1. The primary applicant is a band member over the age of 18 or an applicant who is 16 or 17 and has been emancipated.
2. Applicant has an up to date application on file with RRFNs Public Works Department. (Semi-Annual)
3. Applicant has provided the required information in the application.
4. The Applicant does not own housing, and the house being applied for will be the primary residence.

Ineligibility

An applicant will be considered ineligible for allocations if:

1. If the applicant and/or spouse does not have good standing with RRFNs and/or is the subject of a BCR to that extent.
2. If the applicant and/or spouse already hold a Certificate of Possession or Deed for housing.
3. If the applicant, or co-applicant are in housing payment and/or rental arrears and/or band receivables, are over \$1,000.00 and has not been attempting to repay or set a payment schedule.
4. An applicant that has a history of poor tenancy within the last three (3) years (cited for Tenancy Agreement violations where notice to correct or vacate was issued).

Application Completion & Submission

The application shall be completed fully in ink and printed clearly. An incomplete application will be returned to the applicant or the RRFNs Public Works Department shall ask an applicant to provide the additional required information.

All information provided on the application, a false statement may result in the denial or immediate eviction in the event that the applicant is successful and the false statement was relied upon when a rental housing unit was awarded.

The completed application shall be submitted by hand or email to the RRFNs Public Works

Department.

Household Information

Please list the names of all the individuals who will be living in the rental unit. The first names on the list are the primary applicant (head of household) and secondary applicant (spouse/partner) where applicable. For dependents, in the column “relationship to primary occupant” this could be son/daughter, and for the “other occupants” this could be aunt, grandparent or, someone not related to the primary or secondary applicant.

Name (First and Last Name)	Date of Birth	Male/ Female	Relationship to Primary Applicant	Band No.
Primary Applicant:				
Secondary Applicant* (where applicable):				
<i>Dependents (please list all dependents that will be living in unit)</i>				
<i>Other Occupants (Please list all other occupants that will be living in the unit)</i>				

Contact Information

Current Mailing Address

Telephone

Email Address

Income Information & Employment History

Primary Applicant

Source of Income (Please check those that apply)

☐ Employed Full-Time

☐ Social Assistance

Rainy River First Nations – Housing Policy Manual
Date Approved by Council:

- ☐ Student
☐ Employed Part-Time

- ☐ Employment Insurance
☐ Other (Specify):

If employed:

Employer Name: _____

Employer Address: _____

Employer Telephone Number: _____

Length of Employment: _____ years _____ months _____ weeks

Secondary Applicant

Source of Income (Please check those that apply)

- ☐ Employed Full-Time
☐ Social Assistance
☐ Student

- ☐ Employed Part-Time
☐ Employment Insurance
☐ Other (Specify):

If employed:

Employer Name: _____

Employer Address: _____

Employer Telephone Number: _____

Length of Employment: _____ years _____ months _____ weeks

Total Household Income \$ _____
Consent for Financial Disclosure

- ☐ **Attach Worksheet #1**
☐ **Attach Worksheet #2**

Are arrears owed to Rainy River First Nations _____

Current Accommodation

What is your current address?

Street No. & Name / P.O. Box Number / R.R. #

City Province Postal Code

What type of residence do you currently reside in? (Check one that applies)

- ☐ Townhouse ☐ Apartment ☐ House ☐ Basement Suite ☐ Other _____

How many bedrooms are in the residence? _____

How long have you resided here? _____

Do you own this residence? ☐ Yes ☐ No

If you pay rent, what is the monthly rent? _____

Do you own any other residences? ☐ Yes ☐ No If yes, how many? _____

Please describe the reason(s) you are applying to move from your current residence:

If you have listed a disability/medical condition as a reason for the move, please provide a letter signed by a certified health professional that confirms the nature of the disability:

Requested Accommodation

New Construction _____ Number of Bedrooms _____

Band Rental _____ Number of Bedrooms _____

Apartment _____ Number of Bedrooms _____

Accommodation References

Please provide information on your current and last residence:

	<i>From Date</i>	<i>To Date</i>	<i>Name of Landlord (if applicable)</i>	<i>Phone Number for Landlord</i>
<i>Current Address</i>				
<i>Previous Address</i>				

Please fill out at attach Worksheet # 3 – Rental Reference

Declaration

All information provided shall be kept confidential and used for the purposes described herein:

- I/we the undersigned consent to the obtaining of such information as Rainy River First Nations may deem necessary at any time in connection with the undersigned, in conjunction with the housing hereby applied for, or any renewal, or extension thereof; and
- I/we the undersigned consent to the disclosure of any information concerning the undersigned to any credit reporting agency or person with whom the undersigned has or proposes to have financial relations with; and
- I/we the undersigned warrant that all information presented herein is correct and I/we acknowledge that the submission of incorrect information may result in the application from being excluded for consideration; and

Date Approved by Council:

- d. I/we the undersigned acknowledge that submission does not obligate Rainy River First Nations to provide rental accommodations.

<i>Primary Applicant (please print)</i>	
<i>Signature</i>	<i>Date</i>

<i>Secondary Applicant (please print)</i>	
<i>Signature</i>	<i>Date</i>

Office Use Only

Date Received	_____	Received By	_____
Received By	<input type="checkbox"/> Hand <input type="checkbox"/> Mail	Application Complete	<input type="checkbox"/> Yes <input type="checkbox"/> No
Application Eligible	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, details	_____

RRFNs Housing Application – Worksheet # 1: Total Annual Household Income

As part of the application process for RRFNs Rental Housing Program, you shall provide information on the total household income which is the gross current year's income (before deductions) of everyone who will be living in the rental housing unit. **Please complete the chart below for every adult (18+) member of the household listed on page 2 of the application form.**

	Source of Income	Name	Name	Name	Name	Name
1	Employment					
2	Child Tax Benefit					
3	Employment Insurance Benefits					
4	Social Assistance, Workers Compensation, Other Benefits					
5	Old Age Pension, Canada Pension, Disability Pension, Veterans Allowance					
6	Alimony or Child Support Payments					
7	Self/Seasonal Employment					
8	Other Income					
Total Income from All Sources						

ADD: All Columns: TOTAL ANNUAL HOUSEHOLD INCOME: _____

RRFNs Housing Application: Worksheet # 2 – Request for Rental Reference

RE: _____
Applicant for Housing

Date: _____

Dear

I/we have applied to Rainy River First Nations for a rental housing unit and are required to provide confirmation of our tenancy record. Please complete the following:

Applicant rented from you from: From _____ To _____

Address of Rental Property: _____

	YES	NO
Did the applicant give you the required notice prior to vacating the unit?		
Did the applicant maintain the unit according to the terms of the rental agreement/lease during occupancy?		
Were there any valid complaints lodged against the applicant?		
Was the rent paid each month, by the due date?		
Is there a balance owing for rent, damages or other charges?		
Any Other comments:		

Landlord's Signature

Date

I, _____, do hereby give my consent to release the above information.

Signed _____
Primary Applicant

Date

Signed _____
Secondary Applicant

Date

Appendix C – Criteria for Point Allocation

Rainy River First Nations allocates points as follows:

1. (A) One (1) point for each band member who currently lives with the primary applicant and/or will be residing in the unit. (B) A Half (0.5) point for each non-band member who currently lives with the primary applicant and will be residing in the unit and/or is a dependent of the band member on the application. Proof that the children on the application will reside with you if allocated a unit is required;
2. One (1) point if you are eligible to open as a caregiver home with a support letter from the Community Care Program (CCP) or other applicable agency is provided with the application.
3. Five (5) points are granted to the applicant if:
 - a) the Applicant's present living conditions are substandard or a hazardous to their health and safety.
 - b) the Applicant is currently homeless, including if a an applicant is living in a tent or couch surfing.

All of these clauses require third party documentation supporting the claim. This can include:

- Housing Inspection Report
 - CHR Report
 - Health Canada Report
 - Doctor's Note
4. One (1) point for each band member or dependent, half (0.5) points for non-band members that result in an overcrowding situation in their current residence and will reside with the applicant. The definition of overcrowding can be found in the definition section of the Housing Policy;
 5. One (1) point is given if the applicant provides sufficient evidence that they have the means to afford the residential unit. The means test is completed by taking the gross monthly income and dividing it by the rent assigned for the residential unit. If the answer is above 3.0 then they are utilizing less than 1/3 of their monthly income and have the means to support the residential unit.
 - a) When determining if an Applicant who is utilizing the Ontario Works program can support the residential unit you must take into consideration the rent plus the estimated utilities for the unit. If the combined estimate is below the maximum shelter allowance, they pass the means test;
 6. One (1) point, if they have a positive reference check (one from previous landlord, if applicable);
 7. One (1) point for each consecutive year the applicant has had an active file up to five (5) years from the date of application. Should an applicant be offered an allocation and

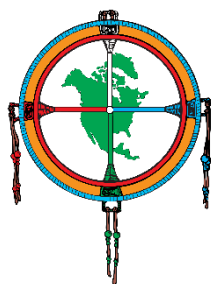
either accept the allocation and reapply or turn down an offer this count will be reset to zero.

If a tie should exist, the tie shall be broken by means of, who applied as a housing applicant first. (Recorded dates of when received).

Seniors maybe treated differently than above, due to income restrictions.

DRAFT

Appendix D – Eviction Notice



Rainy River First Nations

Notice of Termination of Tenancy Agreement

Date: _____

Primary Tenant: _____

Secondary Tenant: _____

Address of Unit: _____

This notice was delivered by:

- ☐ Hand-delivered to the tenant
Date: _____
- ☐ Hand-delivered to an adult who lives with tenant
Date: _____ Name: _____
- ☐ Attached to the front door
Date: _____
- ☐ Registered Mail
Date: _____

Notice of Termination, Notice to Quit, Demand for Possession

You are in default of your obligation to follow the terms and conditions of the Tenancy Agreement for continued use and occupation of the residential unit. Notice of termination is provide for the following reason(s):

- ☐ Tenant knowingly gave false information to Rainy River First Nations (hereinafter referred to as 'the landlord').
- ☐ Tenant is in arrears of the rental payment.
- ☐ Tenant or person permitted on property by the tenant, or the tenant's pet(s) has:
 - ☐ Significantly interfered with the reasonable enjoyment of either the landlord or another tenant; and/or
 - ☐ Significantly interfered with another lawful right, privilege or interest of the landlord or another tenant; and/or
 - ☐ Endangered persons or property in the premises; and/or
 - ☐ Seriously jeopardized the health or safety or lawful right of another occupant, neighbouring occupant or the landlord.
- ☐ Tenant has performed illegal acts or carried on illegal trade that has or is likely to:

- ☐ Damage the landlord's property; and/or
- ☐ Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.
- ☐ Tenant or a person permitted on the property by the tenant, or the tenant's pet(s) have damaged the rental unit or complex either willfully or negligently.
- ☐ Tenant has failed to notify the landlord of a change in the number of people living in the unit.
- ☐ Tenant has caused serious damage or abuse to the residential unit.
- ☐ Tenant has failed to maintain the premises and any property rented with it in a reasonably clean condition.
- ☐ Tenant has used the premises for other than residential purposes.
- ☐ Tenant has abandoned the unit

Notice to Quit and Demand for Possession

Civic Address
No later then

Rainy River First Nations (landlord) hereby gives you notice to vacate the residential unit located at: _____ No later then 12:00 p.m. CST on _____ Failure to do so shall result in the landlord contacting legal authorities to escort you out and you may lose your possessions remaining in the unit.

If you do not agree with this notice, you must speak to the Public Works Department, within 48 hours of receiving this notice. The Housing Department can be reached at (807) 482 – 2479 ext. 253 or ext. 222.

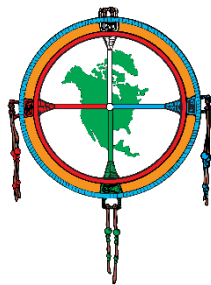
Signed

Manager of Administration
Rainy River First Nations
(807) 482 – 2479

Public Works Manager
Rainy River First Nations
(807) 482 - 2479

cc. Rainy River First Nations Chief and Council
Rainy River First Nations Public Works Department Records

Appendix E – Arrears Repayment Agreement



Arrears Recovery/Repayment Agreement

DATE: _____

Tenant Name: _____

Account Number: _____

Monthly Payment Charge: _____ Arrears Balance: _____

Agreement to repay arrears between

The Tenant(s) _____

Primary Tenant

Secondary Tenant

- and -

Rainy River First Nations

I/we the Tenants, acknowledge the amount of arrears owing on our account of _____
To repay full amount of arrears I/we agree to pay the regular monthly payment due on the first
of each month plus an additional amount for the period noted below, as follows:

Regular Monthly Payment Amount		Arrears Recovery Amount		Total Due Each Month
\$	+	\$	=	\$

- I/we hereby submit a payment of \$(Preferred to be *20% of the total arrears but recognize in some situations it may need to be lower*) as an initial repayment of the arrears.
- I/we understand that failure to meet the repayment arrangements as noted above constitutes grounds for Rainy River First Nations to take corrective action as outlined in the Housing Policy.

Primary Tenant Signature _____ Date: _____

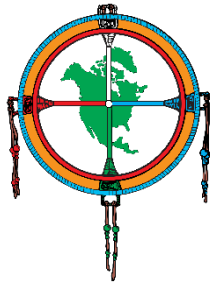
Secondary Tenant Signature _____ Date: _____

RRFNs Public Works Manager _____ Date: _____

Witnessed by: _____ Date: _____

Public Works Coordinator

Appendix F – Housing Appeal Form



Rainy River First Nations Housing Programs & Services

Notice of Appeal

To: Public Works Coordinator
Rainy River First Nations
6 Manitou Rapids Drive
Emo, ON P0W 1E0

From:

Name of Applicant(s)/ Tenant(s):

Address:

Phone Number(s):

Date of decision being appealed:

Description of the decision being

Appealed:

An individual applying for housing or a tenant occupying a unit may appeal a decision made under the housing policy. The appeal must be based on one or more of the grounds for appeal noted on page 2 of this form. If you have any additional documentation to support the appeal, please note this in the space provided below and attach to this form. A copy of the housing policy on which the housing decision was based is available from the Public Works Coordinator.

Important: An applicant/tenant who wishes to appeal any decision shall submit their appeal in writing to the Public Works Coordinator within five (5) working days of having been advised of the decision.

Grounds for an Appeal:

I/We submit this appeal on the following grounds (please check one/all that apply):

- ☐ The housing policy was not applied which impacted the outcome of the decision being appealed; and/or
- ☐ There was a lack of procedural fairness which impacted the decision being appealed (i.e. any procedural error, improper investigation, or discrimination); and/or
- ☐ The policy is unreasonable (i.e. the housing policy cannot be rationally supported or there is a defect in the policy which is immediate and obvious).

Additional Information to support the appeal is included, as noted below, and is attached:

Delivery of the Notice to Appeal

I/we have delivered this notice to Rainy River First Nations (please check one):

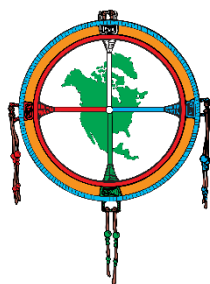
- ☐ In person to the Public Works Coordinator; or
- ☐ By registered mail with the delivery date to be within five (5) days after having been advised of the decision.

_____ Applicant/Tenant Signature	_____ Date
_____ Applicant/Tenant Signature	_____ Date

FOR OFFICE USE ONLY

Received By:	_____
Date:	_____
Notice Sent to Housing Committee:	_____
Meeting Date Set:	_____
Date Decision was Delivered to Appellant	_____

Appendix G – Unit Condition Report



Rainy River First Nations

Residential Unit Condition Report

This form is to be completed by a representative of the Landlord (RRFNs) and the tenant(s). Provide comments and initials on pages 1 & 2. Original to RRFNs and copy to tenant(s).

Primary Tenant

Secondary Tenant

Residential Address

Inspected By

Date of Inspection

Inspection Type

☐ Move-In

☐ Annual Inspection

☐ Move-Out

☐ Other

Key Codes		NC – needs cleaning; NP – needs painting; RP – replace; NR – needs repair; NS – needs spot cleaning; NM – needs major cleaning; SC – scratched; OK – indicates item is in good working order/undamaged			
	Comment	Responsibility		Comment	Responsibility
LIVING ROOM			KITCHEN		
Floor			Floor		
Walls			Walls		
Ceiling			Ceiling		
Doors			Doors		
Windows			Windows		
Screen			Screens		
Closet			Cabinets		
Elec. Fixtures			Drawers		
Other			Sink/Faucet		
FRIDGE			Counters		
Interior			Fan/Light		
Exterior			Other		

Key Codes		NC – needs cleaning; NP – needs painting; RP – replace; NR – needs repair; NS – needs spot cleaning; NM – needs major cleaning; SC – scratched; OK – indicates item is in good working order/undamaged			
	Comment	Responsibility		Comment	Responsibility
STOVE/OVEN			DINING ROOM		
Interior			Floor		
Exterior			Walls		
Burners			Ceiling		
Vent			Doors		
Control			Windows		
Light			Screens		
Oven Racks			Elec. Fixtures		
Other			Other		
BATHROOM			ENTRY/STAIR		
Floor			Floor		
Walls			Walls		
Ceiling			Ceiling		
Doors			Doors		
Windows			Elec. Fixtures		
Screens			Handrails		
Cabinets			Other		
Drawers			BEDROOM # 1		
Sink/Faucet			Floor		
Mirror			Walls		
Tub/Shower			Ceiling		
Caulking			Doors		
Countertop			Windows		
Fan			Screens		
Bowl/Seat			Closet		
Towel Racks			Elec. Fixtures		
Elec. Fixtures			Other		
Other			BEDROOM # 2		
HALLWAY			Floor		
Floors			Walls		
Walls			Ceiling		
Ceiling			Doors		
Closet			Windows		
Doors			Screens		
Elec. Fixtures			Closet		
Other			Elec. Fixtures		
			Other		

Key Codes	NC – needs cleaning; NP – needs painting; RP – replace; NR – needs repair; NS – needs spot cleaning; NM – needs major cleaning; SC – scratched; OK – indicates item is in good working order/undamaged				
	Comment	Responsibility		Comment	Responsibility
BEDROOM # 3			BEDROOM # 4		
Floor			Floor		
Walls			Walls		
Ceiling			Ceiling		
Doors			Doors		
Windows			Windows		
Screens			Screens		
Closet			Closet		
Elec. Fixtures			Elec. Fixtures		
Other			Other		
BEDROOM # 5			BEDROOM # 6		
Floor			Floor		
Walls			Walls		
Ceiling			Ceiling		
Doors			Doors		
Windows			Windows		
Screens			Screens		
Closet			Closet		
Elec. Fixtures			Elec. Fixtures		
Other			Other		
FRONT STEPS			BACK STEPS		
Elec. Fixtures			Elec. Fixtures		
Steps			Steps		
Other			Other		
BASEMENT			MECHANICAL		
Floor			Water Tank		
Walls			Smoke Detector		
Ceiling			Thermostat		
Windows			Furnace		
Screen			Other		
Elec. Fixtures			ENTRY WAYS / OTHER ROOMS		
EXTERIOR			Front Door		
Yard			Back Door		
Fencing			Laundry		
Storage			Entry		
Driveway			Other		
Other					

Comments

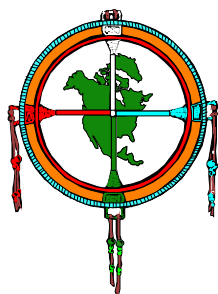
I/we (the tenant(s)) understand that unless otherwise noted, all discrepancies are the tenant's responsibility and costs will be deducted from the security deposit or added to accounts receivable at time of move-out.

Tenant (check one that applies)

- ☐ I agree that this report fairly represents the condition of the premises.
- OR
- ☐ I disagree that this report fairly represents the condition of the premises for the following reasons:

<hr/> Primary Tenant Signature	<hr/> Date	<hr/> Tenant's Forwarding Address
<hr/> Secondary Tenant Signature	<hr/> Date	<hr/> Tenant's Forwarding Address
<hr/> RRFNs Representative	<hr/> Date	

Appendix H – Notice to Access the Premises



Rainy River First Nations Manitou Rapids

P.O.Box 450
Emo, Ontario P0W 1E0
Phone: (807) 482-2479
Fax: (807) 482-2603

DATE: _____

To: _____ & _____
Primary Tenant Secondary Tenant

House Unit Identification:

Notice to Access Premises

Rainy River First Nations hereby gives notice of intent to access the premises to carry out:

- ☐ Repairs or Maintenance Work
- ☐ An Inspection of Repairs/Renovations
- ☐ Annual Inspection
- ☐ Move-In Inspection
- ☐ Move-Out Inspection
- ☐ Other:

The authorized representative of Rainy River First Nations intends to access the property on:

_____ at approximately _____
Date Time

Please contact the Public Works Department at (807) 482 – 2479 ext. 253 or ext. 222 if this time is not appropriate and to schedule another date/time to access the unit within the next two-week period. Failure to do so shall require the Public Works Department to provide 24-hours' notice to enter the unit without consent and shall do so accompanied by a witness to the inspection.

Please note that the Rainy River First Nation representative is required to identify themselves before entering the unit. If you have any questions or concerns, please contact the Public Works Department at the above-mentioned numbers.

Regards,

Public Works Manager
Rainy River First Nations.

Appendix I – Rainy River First Nations Rental Home Repairs Priority

Rainy River First Nations, through its Public Works Department is responsible to maintain the premises in a good state of repair, to carry out preventative repairs and maintenance and to comply with health and safety standards to extend the useful life of a residential unit.

The RRFNs Public Works Department is responsible to carry out major repairs or repairs arising from the normal wear and tear of the residential unit. This includes repairs related to building structure whether deemed to be major or minor, heating, electrical, water or a major deficiency not attributed to or caused willfully negligently, by the tenant or the tenant's guests.

As repairs are brought to the attention of the RRFNs Public Works Department they are put on a priority list to be completed. Repairs required for the Health and Safety of the Tenant and Occupants are prioritized first followed by repairs required for increasing or maintaining the life expectancy of the residential unit and lastly cosmetic repairs requested will be completed based on the availability of funding.

Please note that repairs of residences that are classified as Individually Owned or that are held under a Certificate of Possession are not under the purview of the RRFNs Housing Program. Any renovations or repairs requested to be paid for by the Band will have to go through Chief and Council for approval.

Welcome Home!

Rainy River First Nations Tenant Manual



Rainy River First Nations Housing Program Welcomes You

The Rainy River First Nations Housing Committee and Public Works Department welcome you as a new tenant. To help ensure a successful Tenant/Housing Committee relationship, we have prepared this Tenant Manual to help with your tenancy.

We recommend keeping it in a handy spot so you can refer to it easily.

You'll find maintenance guidelines, rental payment instruction, general information, tenant responsibilities and more.

Right below, you'll find the names and contact information for the RRFN Public Works Department. They are responsible for the day-to-day management of all rental housing units on Rainy River First Nations.

Whether your issue is big or small, these are the people to call.

Any housing issues brought directly to a member of the Housing Committee or Chief and Council will be redirected to our Public Works Department to handle.

The Public Works Department is located at the band office in 234.

Phone:	(807) 482 – 2479 ext. 222 ext. 253
Fax:	(807) 482 - 2603
Office Hours:	Monday to Thursday 8:30 – 4:30 Friday 8:30 – 4:00
After Hours/Emergency #:	(807) 271 - 5831

Public Works Manager
Public Works Coordinator
Maintenance Supervisor
Water Plant & Assets Manager

Kyle Kellar

Craig Jourdain
Wes Morrisseau

Tenant Communication

Telephone Calls During Office Hours

During office hours, we make every attempt to ensure your call is answered in person. If you get our voicemail, this typically means we are on another call, it is the lunch hour or we are in a meeting. Our office is closed each day between 12:00 – 1:00 for lunch.

Voicemail

If, during the day, you reach our voicemail, we make every attempt to return that call within one business day

After Hours/Emergency Calls

During normal office hours, immediately state if you have an emergency. If you reach the voicemail system during office hours, or after the office is closed, immediately hang up and call the emergency number, **(807) 271 – 5831**.

Maintenance Requests

If you have a maintenance issue, send a written request, in person or by email to: kyle.kellar@manitourapids.ca. You may also call our office at **(807) 482 – 2479 ext. 222**

If you are leaving a message on voicemail, please describe the issue in detail. Also, be sure to leave your property address and a contact phone number so we can get back to you.

Email

This is the preferred method of communication to/from you. We send out notices, requests and general correspondence using this method of communication. If you do not have email, we will send this information to you in the mail or leave a voice message.

Change in Contact Information

Please notify our office if you change your phone number or email address.

Renters Insurance

Rainy River First Nations, Housing Committee, or Public Works Department shall not be liable or responsible for loss or damages to articles or property belonging to the tenant.

It is highly recommended, if possible, that the tenant obtains Tenant Insurance for their personal property as well as liability insurance coverage. We are happy to refer you to an agent if you need one. For a reasonable monthly fee, you could save yourself tens of thousands in the event of a loss.

Paying Rent

- Rent is due on the 1st of each month. It is considered late when received after 4:30 pm on the 5th of each month.
- Make cheques payable to **Rainy River First Nations**
- Rent may be paid by cheque, money order, electronic money transfer (EMT) or cash.

Change in Tenant(s)

While the Primary Tenant will remain the same on a Tenancy Agreement until the expiry date, other occupants/tenants may be added or removed from the Tenancy Agreement with notice, in writing or in person, to the Public Works Department.

It is mandatory to update this information when tenants change as it could impact rent, continued RRFNs Housing Services and/or continued occupancy of the RRFNs Residential Unit.

Tenant Responsibilities

The following items are the responsibility of the tenant at their expense while they are living at the property.

- Replacement of light bulbs with the correct wattage
- Replacement of furnace filters every three months
- Reporting non-functioning smoke alarms immediately if battery replacement does not solve the problem.
- Reporting all necessary repairs.
- Cleaning of carpets while living in the home.
- Normal insect control (bees, spiders, ants, etc)
- Normal rodent control, such as mice.
- Keeping the property clean, inside and out, free of grease, mold, mildew, cobwebs, etc.
- If you are responsible for your lawn maintenance, you need to mow, water, weed and dispose of all yard debris on a regular basis.

- If you have a pet, you are responsible to clean and dispose of all pet droppings – on your property, other property or community spaces.

Care of Property

When you move into your unit, it is helpful to know where important items are located. The RRFNs Public Works Department will do a walk-through with you in your unit and answer any questions you might have. In particular, you should know where to locate the:

- Main circuit breaker in case the power goes out
- Gas shut off valve – turn off during emergencies/disasters for safety
- GFI plug(s) – so you can test them to make sure they are functioning properly if your appliances fail to work
- Electric and/or gas meters to check your utility bills
- The main water shutoff valve in case of major flooding
- Water shutoff valves below the sinks and behind toilet(s) in case of water leaks
- Method of cleaning the oven so you use the right products

Maintenance

Unit Adjustments and Material Purchasing by Tenants

It is the RRFNs Public Works Department's policy that tenants do not make major adjustments to their units without PRIOR consent from the Public Works Department.

Under no circumstances, will any unit adjustment (renovations/alternation) be reimbursed if prior consent has not been obtained.

Unit adjustments include, but are not limited to:

- Flooring
- Additions or extensions to the unit
- Changing countertops, cabinetry
- Bathroom renovations

Please speak to your Public Works Department if you are considering making any adjustments to your unit.

Maintenance Requests

If you have a maintenance issue, please submit in writing to the Public Works Department. Our Maintenance crew will be in contact with you to schedule the repair. Please be advised that all repairs are prioritized based on the urgency of the matter.

Emergency Maintenance

If you have a maintenance emergency and our office is closed, please call **(807) 271 – 5831**.

Emergency maintenance includes:

- Electrical and Wiring – shut off main breaker and call
- Roof Damage
- Basement and Foundation (Structural)
- Gutters and Drainage
- Heating/Furnace and HRV – if you smell gas, turn off gas valve and call
- Flooding in basement or backed up plumbing – stop using and call

Preventative Cleaning Tips

Cleaning is always easier when you use a preventative approach. Here are some helpful cleaning tips for you.

- Always put away food and wipe up food debris
- Clean pet bowls regularly to avoid attracting ants and other insects
- Do not allow grease to build up in the kitchen – use a sponge and soapy water regularly on counter tops, stovetops and hood filters
- Avoid cooking with very high heat. This will add to more grease build-up and cause damage to appliances. It can also be dangerous.
- Avoid mildew by venting rooms and bathrooms properly, especially after showers or baths
- Clean bathroom tile or other surfaces regularly (once a week) to prevent grime build-up
- Clean toilets regularly to avoid grim build-up, rings, and mildew
- Sweep and mop tile, wood, linoleum to get rid of dust bunnies and grime build up
- Vacuum all flooring surfaces regularly, particularly carpets. This will save carpet cleaning bills.
- If you have a pet, regularly pick up debris and pet feces.

Additional Cleaning Tips

Cleaning products can be expensive but it's not always necessary to purchase these expensive items. Vinegar, baking soda, ammonia and salt are some inexpensive cleaning products with many uses. They are also helpful for people who have allergies or may be sensitive to cleaning products. And they can be better for the environment than commercial products.

- Air freshener:
 - Place a bowl of vinegar in the kitchen or bathroom to absorb odors
 - Place a bowl of baking soda with a few drops of your favourite essential oil in any room for a fresh scent
- Drains:
 - For a great once-a-month drain cleaner, pour ½ cup baking soda into the drain, follow with ½ cup white vinegar – it will foam. Cover and let sit for 30 minutes and then flush with cool water.
 - For stubborn, slow running drains, pour 1-cup baking soda and 1-cup salt down the drain. Follow this with 2 quarts boiling water. Let sit for 30 minutes and then flush with cool water.

- Tiles:
 - To clean ceramic tile, where mold and mildew accumulate, use a combination of ¼ cup baking soda, ½ cup white vinegar, 4-litres warm water and -cup ammonia.
 - Alternatively, regularly clean these surfaces by using a spray bottle mixed with ½ cup vinegar and 1 litre of water.
- Glass Cleaner:
 - When glass cleaning products leave residue on bathroom mirrors, mix 3 tablespoons of vinegar with a quart of water in a clean plastic spray bottle (can be found at your local dollar store)
 - Spray glass and wipe clean with a paper towel.
- Refrigerator:
 - Clean regularly and place a cup of baking soda in a bowl on a fridge shelf to absorb odors
 - A cup of dry unused coffee grinds can also absorb odors when placed on a fridge shelf
- Washing machine:
 - A half cup of baking soda can be added to the washing machine with regular detergent to help with mild odors
- Toilets:
 - Remove waterline marks in the toilet bowl by pouring in 2 cups of white vinegar. Let soak overnight, then flush to rinse. If this does not work, scrub the waterline mark with a wet pumice stone or toilet brush.
- Carpet stains:
 - Vacuum the carpet if the stain is dry.
 - If the stain is still wet, blot gently to remove excess – BLOT, do not rub.
 - Lightly soak the carpet stain with clean water first to remove the stain – BLOT, do not rub.
 - If the stain remains, mix 3 tablespoons of vinegar with a quart of water in the spray bottle and spray the stain again; blot again, do not rub.
 - If this fails, consult a professional carpet cleaner immediately; the longer you wait may mean the stain will not come out.
- Carpet odor:
 - Regular vacuuming cures most carpet odors, but if the carpet odors persist, lightly sprinkle the carpet with baking soda and vacuum thoroughly, removing all baking soda from carpet. Repeat if necessary.

Energy Saving Tips

To lower your Hydro bills:

- During cooler months, keep all windows and doors tightly closed
- Report any major drafts to the Public Works Department
- Use a reasonable level of heat in the home – sometimes turning down the heat just a few degrees can reduce your hydro bill
- Turn the heat down during the night and use warm covers and comforters
- When leaving the home, turn down the temperature on the thermostat
- Do not turn the heat completely off. It will take more heat to heat a cold house than it will save. In addition, this can cause pipes to freeze which will cause more problems
- If there is a woodstove, close the damper if you are not using it, but please be sure to open it again if you do start a fire
- Replace the furnace filter often, at a minimum of every three months. A clean filter helps the furnace run more efficiently.

Safety Tips

The safety of you and you family is important to us. Here are some tips to follow:

- Window screens are not a safety device – do not leave your children unattended near open windows
- Unplug all heat-producing appliances like toasters, irons, coffee makers and curling irons when not in use to prevent fire hazards
- Never leave heating pads or electric blankets on indefinitely and turn them off when you leave the residence to prevent fire hazards
- Never leave water running unattended in a plugged bathtub or sink or when leaving the residence
- If you have an upstairs bathroom and you see water in the ceiling below, particularly in the light fixture, report the leak immediately to our office
- Do not operate electrical appliances while standing or sitting in water
- If you have small children, use child protector plugs when you are not using outlets
- Do not overload extension cords with too many appliances
- Place lamps on level surfaces and use the correct wattage
- Avoid running extension cords over walkways, under rugs, or any other place that could cause tripping.
- If you suspect an electrical problem, report it to the housing department immediately. If it is after hours, please call our emergency line
- Do not remove smoke alarms, even if they are beeping. Smoke alarms are for safety and Rainy River First Nations is required to have them in every housing unit as the landlord. Removing them can endanger all residents and guests in the unit
- Do not allow children to leave toys on walkways or on/near the road

- Replace outside light bulbs so you can utilize lights properly when it is dark
- Report any exposed tree roots to our office
- If you use a grill or BBQ, use common sense and never leave the grill unattended. Do not set grills up against the house
- If you have a woodstove, be sure to store hot ashes and coals away from the residence. Do not place ashes in garbage bins/cans unless certain they are cold
- Always be certain the damper is open before starting a fire in the woodstove
- Do not build “roaring” fires in the woodstove – build reasonable fires suited to the size of the woodstove
- Leave candles unattended.

Vacation Checklist

It is important to let the Public Works Department if you are going away for an extended amount of time – any time away that is one week or longer should be reported to the Public Works Department.

The reason for this is to keep your unit safe. If the Public Works Department is aware of your extended absence, we can plan to have the house checked on while you're away.

It also benefits you in case there is any damage done to the unit while you are away – if we don't know you're gone, you will be responsible for any damage done in your absence.

Here are some items to check before you go:

- If you are going away for an extended period, please let the Public Works Department know how long you will be gone and supply an emergency telephone number – then if any problems arise with your unit, we are able to get a hold of you to let you know.
- Check your rent payment to make sure it is not late.
- Notify all necessary/trusted parties such as your family and neighbours.
- If you're leaving a vehicle in your driveway, remove all valuables.
- Avoid leaving a message on your voicemail that says you are away.
- Avoid posting your absence on social media.
- Be sure to check all windows, window locks and doors before leaving.
- Turn off/unplug all appliances, large and small (coffee pots, irons, curling irons, etc.)
- Unplug TVs and computers in the event of lightening or power surges.
- Turn your water heater to low or “vacation” setting, but do not turn it off.
- Anything else living in your house besides you? Such as pets or plants? Then be sure to water plants and have someone take care of your animals. Do not leave pets in the house unless a reliable person is going to care for them daily.