



Rainy River First Nations **MANITOU RAPIDS**

Housing Policy Manual

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**RESOLUTION OF THE
COUNCIL OF RAINY RIVER FIRST NATIONS**

Rainy River First Nations Housing Policy

WHEREAS Rainy River First Nations (RRFN) Chief and Council are responsible for ensuring fair, transparent and accountable housing management on behalf of the Membership;

AND WHEREAS: the development and implementation of a formal Housing Policy supports consistent decision-making, effective housing administration, and the long-term sustainability of community housing assets;

THEREFORE BE IT RESOLVED THAT RRFN Chief and Council hereby approve and adopt the *Rainy River First Nations Housing Policy* as presented.

BE IT FURTHER RESOLVED THAT the Housing Program, under the umbrella of the Public Works Department is authorized to implement and administer the policy effective immediately;

BE IT FURTHER RESOLVED THAT any previous housing policies and or directives inconsistent with this new policy are hereby repealed; and

BE IT FINALLY RESOLVED THAT this approval is attached to the *Rainy River First Nations Housing Policy* to show its ratification.

Dated at Rainy River First Nations, Province of Ontario on this 5 day of November 2025.

Quorum: 3

Chief Marcel Medicine Horton

Dorothy Hutikka
Councillor Dorothy Hutikka

Karen Oster-Bombay
Councillor Karen Oster-Bombay

Kimberly Detweiler
Councillor Kimberly Detweiler

Robert Bombay
Councillor Robert Bombay

Councillor

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SECTION 1 GENERAL

Section 1.01 Background and Introduction

RRFN's Public Works Department recognizes that shelter is fundamental to individual and family well-being. The purpose of the Housing Program is to provide Members with rental accommodations, subject to the availability of accommodations and funds. The 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 Members in a fair and equitable manner and will benefit the Community as a whole.

The Housing Program provides rental accommodations in single-detached units, duplexes, modular units and multi-residence complexes. RRFN constructs these units utilizing Band funds or funds borrowed from the CMHC. Tenants occupying Residential Units pay Rent, and RRFN and/or CMHC provide a monthly subsidy to repay the borrowed funds and pay for on-going operational costs.

This Housing Policy does not govern Certificate of Possession (CP) residential homes.

Chief and Council have approved this Housing Policy to guide the administration of the Housing Program.

Section 1.02 Purpose of the Policy

The objectives of Chief and Council, as expressed in this Housing Policy, are to fulfill their commitment to provide better living conditions for Members, while operating in accordance with clear business principles and remaining fiscally responsible and accountable to the Membership.

This Housing Policy is based on the following principles:

- (a) That Membership is aided in the provision of their basic housing needs on-reserve;
- (b) That continuous effort is made to achieve steady improvements in the quality of life on-reserve;
- (c) That the Housing Program be administered in a cost-effective, service-oriented and accountable manner; and
- (d) That all Members be treated in a fair and equal manner with respect to the allocation and distribution of RRFN housing.

This Housing Policy is designed to serve as:

- (a) A guide for the Housing Department to use in determining eligibility, admission of Applicants, Tenant Selection Criteria and occupancy standards;
- (b) A document that provides for consistent, equitable, and uniform treatment of Applicants and Tenants;

- (c) A basis for decision-making by Staff; and
- (d) A training manual for newly-hired or appointed Staff.

This Housing Policy has been developed to ensure the Housing Program Mission Statement and mandate of the Public Works Department can be reached. All 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 Council for subsequent approval.

Under this Housing Policy all Participants 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 Housing Committee shall present any proposed policy amendments to Council for approval. Council may consult with the Public Works Department, the Housing Committee, and/or 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 Housing 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 thirty (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 ninety (90) days prior to the effective date of rental increase.

Section 1.04 Housing Program Mission Statement

The Housing Program shall strive to meet the individual and unique housing needs of Members now and for generations to come. The Housing Program is designed to provide decent, safe, sanitary and affordable housing to its Members through the elimination of substandard conditions, and 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 RRFN duly elected Chief and Council, the Public Works Department and Housing Committee are governed by the Mission Statement, and terms and standards established in the Housing Policy.

Section 1.06 Definitions

Administration, Administration Department or Band Administration means the office that is responsible for governing the Community and overseeing all Community programs, services and facilities.

Administration Office is the office of the Administration Department located at 6 Manitou Rapids Dr, Emo, ON P0W 1E0, or other locations as determined by the Council, and includes the Finance Office.

Administration Staff means the employees responsible for day-to-day operations of the Administration Department.

Allocation Appeal Committee means a special committee formed to hear Appeals for Housing Allocations.

Animal Control By-Law means the RRFN Animal Control By-Law passed by Council as amended from time to time.

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.

Appellant means an individual making an Appeal.

Applicant or Applicants means the Member(s) applying for assistance through the Housing Program, also defined as the primary applicant in this Policy.

Application means the Housing Application attached hereto as Appendix B and any supplementary information required by the Housing Committee as amended from time to time.

Arrears means rental or other payments owed to RRFN that are late or overdue.

Arrears Policy means the RRFN Arrears Policy passed by Council as amended from time to time.

Arrears Repayment Agreement means the Arrears Repayment Agreement attached hereto as Appendix E as amended from time to time.

Authorized Designate refers to an employee or consultant of RRFN who holds expertise or specialized knowledge in the area in question.

Band means the RRFN Band.

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

CCP means the RRFN Community Care Program.

Certificate of Possession or **CP** 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 Council.

Chief Finance Officer means the employee that leads the Finance Department.

CHR refers to the Community Health Representative for RRFN.

CMHC means Canada Mortgage and Housing Corporation.

Community means RRFN.

Complainant shall refer to any Participant who has present a Grievance to the Public Works Department in accordance with the Grievance and Appeals Policy.

Conflict of Interest Guidelines refers to the RRFN Conflict of Interest Guidelines document.

Council means the Chief and Council of the RRFN or any successor elected government of the RRFN.

CP Policy means the RRFN CP Policy passed by Council as amended from time to time.

Criteria for Point Allocation means the Criteria for Point Allocation attached hereto as Appendix C as amended from time to time.

Demand for Rental Arrears means a letter drafted that demands all Arrears are paid by the Tenant.

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

Electrical Inspector means an individual qualified to provide a professional evaluation of a property's electrical systems.

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 RRFN including the Animal Control By-Law.

Eviction or **Evicted** means the legal action taken by RRFN to remove a Tenant from a Residential Unit for failure to honour the conditions of their Tenancy Agreement.

Eviction Notice means the Eviction Notice attached hereto as Appendix D as amended from time to time.

Eviction Procedures means the procedures outlined in Section 4.25 of this Housing Policy as amended from time to time.

Excessive Use means damaged caused by the Tenants negligence, abuse or intentional actions beyond what would be expected from reasonable use of the property. Examples include large holes in walls, extensive water damage from negligence or damage or appliances due to abuse.

Family Occupied Units means a residential property that is not part of the Housing Program and does not have a CP associated with it.

Finance Department means the department responsible for managing finances for RRFN.

Fluid List refers to a non-chronological list in which an Applicant's placement is subject to change depending on both their needs and the needs of other Applicants.

Grievance shall mean any dispute which a Participant may have with respect to Public Works Department action or failure to act with respect to any Housing Program and which is presented to the 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 and Appeals Policy refers to the RRFN Grievance and Appeals Policy passed by the Council as amended from time to time.

Grievance Hearing refers to the presentation to the Grievance Panel of the Grievance and the Public Works Department's response to the Grievance. The Public Works Manager and/or legal counsel along with other pertinent 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 Member who does not have any Arrears over \$1,000 CAD with RRFN, has no standing BCR that would prevent them from obtaining housing and is not in active litigation with RRFN.

Guest refers to any person not listed on the Tenancy Agreement as an approved Occupant of the Residential 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 Standards*, applicable *Federal Health Regulations* and the safety and structural efficiency as defined in the *Ontario Building Code* and by standards as adopted by RRFN.

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 Allocation or Housing Allotments means the process in which selection of Applicants for Residential Units is determined.

Housing Appeal Form means the Housing Appeal Form attached hereto as Appendix F as amended from time to time.

Housing Applications means an Application to live in a Residential Unit on RRFN.

Housing Arrears Management Procedures means the procedures outlined in Section 4.25 of this Housing Policy as amended from time to time.

Housing Committee means the group appointed in accordance with Section 3.01 that oversees the Housing Program, and Housing Committee Members are the members of that group.

Housing Department refers to the Housing Department that is responsible for the administration of the Housing Program.

Housing Inspector means an individual qualified to provide a professional evaluation of a property's condition.

Housing Policy means this Housing Policy.

Housing Program means the provision of housing to Members that is administered under this Housing Policy.

Housing Program Staff means the employees that contribute to the delivery of the Housing Program, and may include Administration Staff or Public Works Department Staff.

Housing Waiting List means the list of Applications that have not yet been allocated a Residential Unit under the Housing Program.

Immediate Family Member means, in relation to an individual, any of the following:

- (a) the Spouse or common-law partner of the individual;
- (b) a child of the individual or a child of the individual's Spouse or common-law partner;
- (c) a parent of the individual or a Spouse or common-law partner of the parent;
- (d) a child of the individual's parent or a child of the Spouse or common-law partner of the individual's parent;
- (e) a grandparent of the individual or of the individual's Spouse or common-law partner or the Spouse or common-law partner of the individual's grandparent;
- (f) a grandchild of the individual or of the individual's Spouse or common-law partner or the Spouse or common-law partner of the individual's grandchild;
- (g) the Spouse or common-law partner of the individual's child or of the child of the individual's Spouse or common-law partner;
- (h) a parent, or the Spouse or common-law partner of a parent, of the individual's Spouse or common-law partner;

- (i) the Spouse or common-law partner of a child of the individual's parent or of a child of the Spouse or common-law partner of the individual's parent;
- (j) a child of a parent of the individual's Spouse or common-law partner or a child of the Spouse or common-law partner of the parent of the individual's Spouse or common-law partner;
- (k) an uncle or aunt of the individual or of the individual's Spouse or common-law partner or the Spouse or common-law partner of the individual's uncle or aunt;
- (l) a nephew or niece of the individual or of the individual's Spouse or common-law partner or the Spouse or common-law partner of the individual's nephew or niece;
- (m) a current or former foster parent of the individual or of the individual's Spouse or common-law partner;
- (n) a current or former foster child of the individual or the Spouse or common-law partner of that child;
- (o) a current or former ward of the individual or of the individual's Spouse or common-law partner;
- (p) a current or former guardian of the individual or the Spouse or common-law partner of that guardian; or
- (q) a person, whether or not related to the individual by marriage, common-law partnership, or any legal parent-child relationship, whom the individual considers to be like a close relative or who considers the individual to be like a close relative.

Individual Owned means a residential property that is not part of the Housing Program and does not have a CP associated with it.

Landlord means the RRFN as represented by Council and its agent, the Public Works Department.

Land Use Plan means the RRFN Land Use Plan passed by Council as amended from time to time.

Manager of Administration means the employee that leads the Administration Department.

Member or Members means a member of RRFN whose name appears on the RRFN membership list, and Membership is the Members, collectively.

Mission Statement means the Mission Statement described in Section 1.04 of this Housing Policy.

National Building Code means the *Ontario Building Code* as amended from time to time.

Nation Rentals means Residential Units that are owned by RRFN and managed by the Housing Program.

National Occupancy Standard or NOS means the reference point for suitable housing, which is how many people a given dwelling unit might accommodate given the number of bedrooms.

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.

Non-Disclosure Agreement means the Housing Committee Confidentiality and Non-Disclosure Agreement attached hereto as Appendix A and amended from time to time.

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.

Notice to Access the Premises means the Notice to Access the Premises document attached hereto as Appendix H as amended from time to time.

Occupant means a person other than the Tenant who occupies a Residential Unit and is listed on the Tenancy Agreement.

Ontario Public Health Standards means the protocols, guidelines and reference documents provided by the Province of Ontario online at: <https://www.ontario.ca/page/ontario-public-health-standards-requirements-programs-services-and-accountability>.

Organization Website means the RRFN webpage.

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

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

Owner means a person who has gained ownership of the Residential Unit they reside in after following the process specified in this Housing Policy, in accordance with Section 4.26.

Participant shall mean any individual who has applied for, has been awarded, or is currently participating in any 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.

Personnel Policy means the Personnel Policy passed by Council as amended from time to time.

Portfolio Holder means a member of Council that holds a position to oversee a portfolio in a specific RRFN department.

Premise means the parcel of land where the Residential Unit is located, including all structures on that parcel of land, as defined by the Canada land survey.

Public Works Coordinator refers to the position of Public Works Coordinator within the Public Works Department.

Public Works Department refers to the Public Works Department that is responsible for the day-to-day operations of the Housing Program.

Public Works Manager refers to the position of Public Works Manager within the Public Works Department.

Public Works Department Staff means the employees of the Public Works Department.

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

Rainy River First Nations Land Code means the Land Code of RRFN passed and adopted by RRFN Community by referendum and RRFN gives legal authority to control and manage its own land and natural resources.

Rainy River First Nations Rental Home Repairs Priority means the Rainy River First Nations Rental Home Repairs Priority document attached hereto as Appendix I as amended from time to time.

Rent means the amount paid or required to be paid by the Tenant to RRFN for the right to occupy a Residential Unit.

Repayment Agreement means an agreement entered into on a case-by-case basis between a Tenant and the Public Works department for the Tenant to repay amounts owing due to Tenant damage or other causes.

Residential Unit means the residential home that has been allotted or is open for allotment for use as a primary residence for a Member, and includes Nation Rentals, Family Occupied Units, and CMHC units.

Secondary Applicant means anyone the Applicant is co-habiting with in the Residential Unit over the age of 18.

Security Deposit means the deposit in the amount of \$150 payable by the Tenant to the Public Works Department prior to moving into the Residential Unit.

Serious Damage refers to behaviour of the Tenant or Occupant that, in the sole discretion of the Housing Program, 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.

Social Media Policy means the social media policy passed by Council as amended from time to time.

Spouse means a partner by way of legal or traditional marriage to a person, or by way of being in a common-law relationship of at least two (2) years with a person.

Staff means an employee of RRFN.

Tenancy Agreement means a written agreement between RRFN and a Tenant for the right to occupy a Residential Unit, and includes any renewal of such an agreement.

Tenant means an individual that enters a Tenancy Agreement with RRFN.

Tenant Manual refers to the Tenant Manual attached hereto as Appendix J as amended from time to time.

Tenant Protection Act means the *Tenant Protection Act, 1997*, S.O. 1997, c. 24 as amended from time to time.

Tenant Selection Criteria means the form attached hereto as Appendix D as amended from time to time.

Unit Condition Report means the Unit Condition Report attached hereto as Appendix G as amended from time to time.

Valid Reasons include:

- (a) Documented illness or hospitalization;
- (b) Death of a sibling(s), child(ren) or parent(s); and
- (c) Any other reason that Council, at their sole discretion, may determine to be a valid reason from time to time.

SECTION 2 ROLES AND RESPONSIBILITIES

Section 2.01 Council

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

Chief and Council is responsible for:

- (a) Approving policies and procedures to guide the administration of the Housing Program, Tenant selection, and so on.
- (b) Delegating authority for the administration of the Housing Program to the Public Works Manager and the Manager of Administration.
- (c) Monitoring the work of the Housing Program and reporting on the housing progress to the Community.
- (d) Supporting the enforcement of the Housing Policy

- (e) Acting as a final arbitrator in the Appeals process in which Members dispute a decision under the Housing Program, supported by the Band Administration.
- (f) Depending on the division of powers decided upon by the Council, either sole or shared responsibility, making 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 Manager of Administration

The Manager of Administration is responsible for the following in regard to the Housing Program:

- (a) Acting as the liaison between the Housing Program Staff and Council;
- (b) Provide support and backing to the Housing Program Staff when enforcing the policy; and
- (c) Be the first step when a Member begins an Appeal for a decision of the Housing Program.

Section 2.03 Public Works Department

The Public Works Department Staff are responsible for:

- (a) Maintaining property files with all relevant information including but not limited to Tenancy Agreements, renovation or inspection documentation;
- (b) In consultation with Housing Committee, maintaining an up-to-date priority list of Applicants for housing on RRFN;
- (c) In consultation with Housing Committee, recommending changes in policy as needed and to develop housing goals and priorities annually;
- (d) Gathering and reviewing information on new Housing Programs available; assessing applicability of new Housing Programs to the housing needs of RRFN, and recommending the adoption of such programs;
- (e) Carrying out all required repairs and renovations on Residential Units in a cost-effective manner;
- (f) Reporting to the Manager of Administration on the activities of the Public Works Department;
- (g) Planning, organizing, and carrying out Community consultations on policy revisions, amendments and any new programs or services;

- (h) Assisting Membership in filling out forms and Applications for on-reserve housing or on-reserve housing renovation programs;
- (i) Reviewing monthly Arrear notices with the Finance Department.

Section 2.04 Tenant/Occupant

The key responsibilities of the Tenant/Occupant are to:

- (a) Ensure compliance with all terms and conditions of their Tenancy Agreement;
- (b) Ensure that the Tenancy Agreement is renewed as required;
- (c) Keep the unit and property free of health and safety hazards, comply with all fire and health and safety regulations, and correct Occupant damage;
- (d) Make Rent payments in a regular and timely fashion;
- (e) Maintain the unit including ordinary health and cleanliness and sanitary standards;
- (f) 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;
- (g) Notify the Public Works Department of any changes to the composition of the Residential Unit;
- (h) Notify the Public Works Department of emergency repairs that are the responsibility of RRFN; and
- (i) Not interfere with or unreasonably disturb a neighbouring Tenant/Occupant and not jeopardize the health and safety or lawful right of a neighbouring Tenant/Occupant of RRFN.

Section 2.05 Members

As Members, 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 Housing Policy.

SECTION 3 HOUSING COMMITTEE

Section 3.01 Composition

- (a) The Housing Committee will try its best to be comprised of Members that represent the Community as a whole, as well as Administration Staff and Housing Program Staff.
- (b) The Housing Committee shall consist of five (5) voting individuals who are eighteen (18) years of age or older and are Members or Staff of RRFN.

- (c) Four (4) Community members will include:
 - (i) One (1) youth Member, aged eighteen (18) to twenty-nine (29) years of age
 - (ii) One (1) Member, aged 55 or over
 - (iii) Two (2) Members at large with preference for one (1) of these representatives being an off-reserve Member.
- (d) The Staff will include:
 - (i) Public Works Manager (tie breaker)
 - (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, they 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 Housing Committee will be chosen through an informal selection process undertaken by Council and the Public Works Manager;
- (b) Member representatives are selected based on their good character and reputation in the Community, as well as their interest in housing issues;
- (c) Members must be in Good Standing with RRFN and not have outstanding Arrears;
- (d) Housing Committee Members are appointed for a period of three (3) years. Terms are staggered with one (1) 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 Council; and
- (e) Housing Committee Member positions are eligible for an honorarium for meetings as outlined in the RRFN Honorarium Policy.

Section 3.03 Accountability

- (a) While the Housing Committee is an arms-length committee separate from Council, the Housing Committee shall report to Council and to the Community;

- (b) Each member of the Housing Committee will sign and adhere to a Non-Disclosure Agreement which prohibits them from discussing confidential Housing Committee matters outside of Housing Committee meetings, including with Spouses and immediate family;
- (c) Housing Committee Members must understand and agree to be in support of the enforcement of this Housing Policy;
- (d) Housing Committee Members must agree to not engage in nepotism or participate in a decision in which they are in a conflict of interest as defined in Section 3.05;
- (e) Housing Committee Members must act in compliance with this Housing Policy in respect of their own housing; and
- (f) Housing Committee Members must act in compliance with the Social Media Policy.

Section 3.04 Meetings

- (a) Quorum will consist of three (3) Housing Committee Members. When the Housing 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) The location of the meetings will be at the Administration Office unless otherwise arranged in advance;
- (d) Housing Committee meetings shall normally be restricted to only Housing Committee members;
- (e) Notice of meetings, minutes of meetings and agendas shall be prepared by the Public Works Coordinator or their delegate in conjunction with the Chairperson and distributed to Housing Committee members at least one (1) week in advance of each Housing Committee meeting;
- (f) Any Member 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; Emergency meetings may be called with a minimum of twenty-four (24) hours' notice and will require quorum. In an emergency situation where it is not possible to call the Housing Committee together, the Chief, in partnership with the Portfolio Holder(s) and the Public Works Manager and Public Works Coordinator, has the ability to make a decision.
- (g) Any Member may request that all or part of their presentation be heard in-camera provided the matter to be heard deals with personal or financial concerns;
- (h) Any Member can request and authorize in writing another Member to represent them in a meeting with the Housing Committee.

- (i) Minutes are recorded for every meeting, however, are not available for public view due to the sensitive and personal nature of some information; and
- (j) Housing Committee Members will declare a conflict of interest prior to discussion and voting circumstances in accordance with Section 3.05.

Section 3.05 Conflict of Interest

- (a) Each Housing Committee Member has the obligation and responsibility to avoid conflicts of interest. If a conflict of interest does arise, the Housing Committee Member shall declare the conflict of interest at the earliest opportunity and shall disclose the nature and then remove themselves from the room.
- (b) A conflict of interest occurs when a Housing Committee Member has:
 - (i) A vested interest in the outcome of the decision; and/or
 - (ii) If the item being discussed involves an Immediate Family Member.
- (c) 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 they do not feel comfortable after stating their cases to the rest of the Housing Committee, with just cause.
- (d) 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.
- (e) 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.
- (f) In a case where the Chairperson 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 their absence.

Section 3.06 Removal from the Housing Committee

- (a) 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;
 - (iv) Do not follow and abide by policies in place;
 - (v) Are in violation of the Social Media Policy;

- (vi) Have uncollected Arrears; and
 - (vii) Are convicted of an indictable criminal offense, not including DUIs.
- (b) 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; or
 - (iii) A Housing Committee Member can choose to voluntarily resign from their position instead of being removed.
- (c) Where a Housing Committee Member is removed, they may make an Appeal of the decision to Council. The decision of 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 Council on Housing Allocations. More specifically, the Housing Committee shall:

- (a) Carry out an annual review of the Housing Policy, and other relevant policies and procedures and if needed, recommend changes to the Housing Policy or other relevant policies and procedures to Council for approval;
- (b) Help in the formulation of new policies and procedures as required;
- (c) Make Housing Allocation recommendations to Council based on the approved Tenant Selection Criteria, attached as Appendix C to this Housing Policy;
- (d) Receive and hear disputes arising from the scheduling and established priorities for repairs, new Residential Housing, 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 Program and related 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 Administration Office unless stated otherwise. Meetings that take place outside of regular business hours are subject to the RRFN Personnel Policy 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 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

Section 4.01 Duties and Responsibilities of the Public Works Department

- (a) Implement the Housing Policy established and adopted by Council.
- (b) Recommend changes in policy for amendment to the Housing Committee, as required.
- (c) Review and/or develop long and short-term housing goals as required.
- (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 Tenants 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 Members whose units need repair or who qualify for renovations.
- (g) Maintain a Housing Waiting List of Members who need housing. Members on the wait list will be selected for a Residential 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 Residential Units.
- (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) To be eligible for a new Residential Unit, the Applicant must be a Member and in good standing with RRFN.
- (d) A Tenant must be in Good Standing with RRFN to be eligible for aesthetic renovations or aesthetic repairs to a Residential Unit.
- (e) Public Works Department Staff, and/or Authorized Designate may inspect all new and existing Residential Units with 24 hours written notice to the Tenant. If the authorized designate is a consultant and not an employee of RRFN they will be accompanied by a Staff member. 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 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 Public Works Department will request the presence of Treaty Three Police.
- (g) In the case of an emergency, as determined by the Administration Department or Public Works Department, 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 Premises the immediate access to the Premises shall be enacted without notice to the Tenant by Staff while accompanied by Treaty Three Police Services.

Section 4.03 Construction of New Residential Units

- (a) Wherever and whenever possible, housing construction or improvements shall be carried out using labour provided by qualified Members.
- (b) All housing construction and maintenance contracts being completed on behalf of RRFN will be managed by the Public Works Department.

- (c) All construction carried out under this Housing Policy shall be undertaken with due regard for the natural environment so that trees, plants and grass are not destroyed unnecessarily.

- (i) 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.
- (ii) 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 RRFN 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 a 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 inspection. Furthermore, 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.

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

- (iii) Disbursement of Payments for New Construction to Contractors
- (A) 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.
- (B) 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.
- (C) 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 RRFN.

- (D) Deficiency values will be subtracted from the progress payment.
 - (E) Phase of construction and related costs will be set out in the bid documents and contractor's bids.
 - (F) 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.
- (d) 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.

Section 4.04 Tenancy Agreements

- (a) All Tenants will be required to sign a Tenancy Agreement. A Residential Unit will not be allocated to a Member who is not willing to sign a Tenancy Agreement. The Tenancy Agreement must be renewed annually.
 - (i) 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 information in the Housing Application (attached as Appendix B), Eviction Procedures will commence immediately.

Section 4.05 Eligibility for Housing Allocation

- (a) A Member must be eighteen (18) years of age or older in order to be considered for any Housing Allocation. Applicants who are sixteen (16) or seventeen (17) years may submit a Housing Application for consideration once they turn eighteen (18) or at the discretion of Council. Applicants who are sixteen (16) or seventeen (17) and are emancipated are also eligible for Housing Allocation.

Applicants will be responsible to have an updated Application on file with the Public Works Department, who shall provide updates to the Housing Committee. Points will be allocated according to the Criteria for Point Allocation attached as Appendix C of this Housing Policy as applied to the Application on file.
- (b) 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.
- (c) 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

Residential Unit of appropriate size. The Housing Committee will review all active Applications on a timely and regular basis and make recommendations to Council when Residential Units become available.

- (d) If at any time, after allocations have been awarded, and situations have changed within the family makeup, such as family size changing, the Housing Committee and/or Council reserves the right to have a Tenant change location, with notice.
- (e) Tenant training sessions will be provided by the Public Works Department and are a mandatory requirement for all Applicant(s) prior to being given keys for the house they have been allotted. Tenant training sessions 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.

Section 4.06 Application Procedure

- (a) RRFN Housing Applications, for Residential Units, must be complete and submitted to the Public Works Department.
- (b) If an Application appears incomplete, and if contact information is provided or available, the Applicant will be contacted by the Public Works Department for further details. This will ensure the Applicant is placed in proper priority for housing selection.

Section 4.07 Ineligibility

An Applicant will be considered ineligible for the Housing Program if at the time of Application:

- (a) The Applicant and/or Spouse does not have Good Standing and/or is the subject of a BCR to that extent.
- (b) The Applicant and/or Spouse already holds a CP or Deed for housing.
- (c) The Applicant, or Secondary Applicant are in housing payment and/or rental Arrears and/or Band receivables, over \$1,000.00 and has not been attempting to repay or set a payment schedule, with the exception of Members who have entered into an arrears repayment agreement with Council (Appendix E).
- (d) An Applicant that has a history of poor tenancy (cited for Tenancy Agreement violations where notice to correct or vacate was issued).

Section 4.08 Housing Waiting List

The 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 Housing Waiting List is subject to change as their situation changes, or as new Applicants apply and are placed on the Housing Waiting List.

The Housing 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 Housing Waiting List for a period of six (6) months, at which time their name is removed unless an updated Application has been submitted.

Section 4.09 Occupancy Requirements

- (a) Based on the information provided in the Application and confirmed by the Public Works Department, the following guidelines shall determine the unit type (number of bedrooms) an Applicant is eligible for based on the National Occupancy Standard 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 requirements.
- (b) Enough bedrooms based on NOS requirements means one bedroom for:
 - (i) Each cohabitating adult (eighteen (18) years of age and over) couple; and
 - (ii) Each non-cohabitating household members eighteen (18) years of age and over; and
 - (iii) Same-sex pair of children under the age of eighteen (18); and
 - (iv) Additionally, boy or girl in the family, unless there are two (2) opposite sex children under five (5) years of age, in which case they are expected to share a bedroom.
- (c) 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 4.10 Selection Process

The Public Works Department will prepare all Applications under consideration for Housing Allotments to be reviewed by the Housing Committee. Housing Committee Members must not be in a Conflict of Interest as further defined in Section 3.05. The Housing Committee shall adhere to the following process:

- (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. The Housing Committee shall take the following in consideration:
 - (i) Priority for allocation of Residential Units available shall be determined as per the Criteria for Points Allocation, attached as Appendix C.
 - (ii) All requests for special consideration for medical reasons must be supported by a written report from physician or health-care professional.

- (b) The Housing Committee will make a recommendation to Council for approval of a Housing Application(s). Council Members who are not in a Conflict of Interest shall make the final approval of the Housing Allotment(s).

Section 4.11 Offering a Residential Unit

- (a) After Council has approved the recommendation for Housing Allocation, the Public Works Department shall contact the successful Applicant by phone and in writing using the contact information provided in the Application.
- (b) An approved Applicant shall have five (5) working days from being notified by the Public Works Department to confirm acceptance of the Residential Unit and to make arrangements for an in-person meeting with the Public Works Department to sign the required documentation. Failure by the Applicant to confirm acceptance within five (5) working days from notification shall result in the Applicant being returned to the Waiting List.
- (c) An approved Applicant shall provide payment of first month's Rent and the Security Deposit at the time the Tenancy Agreement is signed.

Section 4.12 Turnkey Responsibilities Prior to Occupancy

Prior to turnkey the Public Works Department is responsible to:

- (a) Ensure the Residential 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 Tenant Manual, Appendix J Animal Control By-Law and other relevant by-laws, RRFN rules and regulations that relate to the Residential Unit as outlined in the Tenancy Agreement; 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 month's Rent and Security Deposit;
- (b) Have the utilities established in their name, and provide the Public Works Department with confirmation and the account number;
- (c) Complete a move-in inspection with the 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 4.13 Probationary Period

- (a) 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.
- (b) The Public Works Manager or delegate 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.
- (c) If a Tenant with rental Arrears and/or outstanding accounts was offered a Residential Unit subject to Repayment Agreement with RRFN as described within this Housing 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 the Repayment Agreement in full and on time during this period, RRFN may terminate tenancy and the Tenant shall be Evicted as described within this Housing Policy.
- (d) 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, RRFN may terminate tenancy and the Tenant shall be Evicted as described within this Housing Policy.

Section 4.14 Re-Allocation Vacant/Abandoned Units

Once a Residential Unit is vacated or determined to be abandoned, the Housing Committee will follow the selection process in Section 4.11.

Section 4.15 Appeal Process

- (a) Applicants may make an Appeal of decisions regarding the selection process for Housing Allocations, enforcing consequences for violation of the Housing 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:
 - (i) The Housing Policy was not followed which impacted the outcome of the decision being appealed; and/or
 - (ii) There was a lack of procedural fairness which impacted the outcome of the decision being appealed.

- (b) 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.

- (i) Submit the Appeal, in writing to the Public Works Department, and the Public Works Department will notify the Housing Committee within three (3) business days of receipt of the Appeal. The Appeal should contain:

- (A) The decision that is being appealed.
- (B) The reason for the Appeal, including which part of the 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 attached as Appendix F.

- (ii) Appeals to Housing Allocations are referred to the Allocation Appeal Committee to prevent conflicts of interest. This committee will be made up of five Members or Staff who are not in conflict. At least one off-reserve Member should be a part of this committee.

- (iii) The Housing Committee or Allocation Appeal Committee will meet and render a decision within ten (10) business days of receiving the Appeal. The Committee hearing the Appeal will:

- (A) 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.
- (B) The applicable Committee may request the Appellant present their Appeal in person if further information is required.
- (C) The applicable Committee will render a decision on the Appeal in writing to the Appellant within ten (10) days of receiving the Appeal.

- (c) If the Appellant is advised that the applicable 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 Council. Council will review the information brought forward by both parties making the Appeal. They may:

- (i) Request one (1) or both of the parties attend a Council meeting.
- (ii) Request a verbal presentation on the information being brought forward.

- (d) In considering the review, Council will decide whether the Public Works Department and/or applicable Committee based its decision according to the Housing Policy, without bias or favoritism, and without error in interpretation of the Housing Policy or law.
- (e) 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.
- (f) Council may, after consideration of all the information presented during the Appeal hearing:
 - (i) Request the Public Works Department and/or Housing Committee review its decision based on a corrected understanding of the policy.
 - (ii) Order the Public Works Department to follow the ratified policy and priorities previously established by Council.
 - (iii) Affirm the decision made by the Public Works Department and/or applicable Committee.

The decision of Council is final.

Section 4.16 Access to the Residential Unit

- (a) The Tenant shall permit a representative of the Public Works Department to enter a Residential Unit at all reasonable times to examine the condition of the Residential Unit.
- (b) The Public Works Department shall not enter the Residential Unit unless:
 - (i) An Emergency exists;
 - (ii) The Tenant consents at a time of entry;
 - (iii) The Tenant gives consent, not more than one (1) month before the time of entry, for the Public Works Department to enter for a specific purpose;
 - (iv) The Public Works Department has given written notice of entry for a reasonable purpose no less than 24 hours prior to the time of entry; or
 - (v) The Public Works Department has reasonable grounds to believe that a Tenant has abandoned the Residential Unit.
- (c) Except in cases of Emergency, the 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.
- (d) In the event of an Emergency requiring entry into a Residential Unit, the Public Works Department representative entering the unit will be joined by a witness, such as a member of Staff or the volunteer fire department and/or police service. 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 Public Works Department has entered and addressed the Emergency situation.

- (e) 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 the Public Works Department. A Tenant may change the lock if required, and with written authorization, if a copy of the key is provided to the Public Works Department. If locks are changed without permission and a key is not provided to the Public Works Department, 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 4.17 Residential Unit Inspections

- (a) The Public Works Department, or its Authorized Designate will inspect each Residential Unit annually to ensure that it is maintained in good condition. The Public Works Manager and Staff will ensure that inspection standards are adopted.
- (b) Inspections must be specific enough so that a reasonable person can tell the difference between Normal Wear and Tear and “Excessive Use” damages. Tenants are required under this Housing Policy to participate in pre-occupancy, annual, pre-moveout and final move out inspections. Failure of a Tenant to participate in the required inspections may result in the termination of the Tenancy Agreement pursuant to this Housing Policy at the discretion of Council.
- (c) Whenever practical a video of the inspection and/or photographs will be taken for the record.
 - (i) Decent, safe and sanitary condition: Public Works Department or its Authorized Designate have the right and obligation to make inspections of a Residential Unit at any time, with prior notification to the Tenant, if Staff has reason to believe that part of the interior or exterior of a Residential Unit is not maintained in a decent, safe, clean and sanitary condition. Staff may elect to video or photograph the Residential Unit at their discretion. Notification will be made in writing given to the Tenant at least twenty-four (24) hours prior to the inspection.
 - (ii) Pre-Occupancy Inspection: Prior to the move in or no later than the date of occupancy the Tenant and Public Works Staff will conduct a pre-occupancy inspection to document the existing condition of the Residential Unit. The pre-occupancy inspection will become part of the Tenant’s file and will be used for future reference, should the Tenant or RRFN terminate the Tenancy Agreement. The Tenant and Public Works Staff will sign the inspection form.
 - (iii) Annual Inspections: The Tenant and the Public Works Department Staff will conduct annual inspections of each Residential Unit to ensure that it is properly used and maintained. The annual inspection also documents the condition of the Residential Unit for the Tenant’s file.

- (d) An inspection may result in mandatory maintenance being required of a Tenant on their Residential 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.
- (i) Pre-Move Out Inspection: The pre-move out inspection is scheduled at the time the Tenant notifies the Public Works Department with their thirty (30) days' written notice of intent to move out and terminate their Tenancy Agreement. The pre-moveout inspection is conducted to provide the Tenant with assistance in maintenance items that are required to be repaired/replaced or cleaned prior to the Public Works Department regaining possession of the Residential Unit.
- (ii) Eviction Inspection: The Public Works Department Staff or their designate will perform an inspection of the Premises whenever it takes action to terminate a Tenancy Agreement prior to the Tenant being evicted.
- (iii) Final Move Out Inspection: The final move out inspection documents the condition of the Residential Unit at the time of the Public Works Department gains possession of the Residential Unit. Any items needing repair or replacement beyond Excessive Use will be documented for the file. Any costs incurred for the repair to the Residential Unit will be made according to this Housing Policy. It is the policy of the Public Works Department that the Tenants are responsible for all damages to the Residential Unit and all routine and non-routine maintenance of the Residential Unit.

Section 4.18 Responsibility of the Public Works Department to the Tenant

- (a) To make sure the Residential Unit is clean and ready by the agreed upon Tenant move-in date.
- (b) To do a walk through the Residential Unit with the Tenant to complete a Residential Unit condition review and answer any questions about the Residential Unit the Tenant may have, including, but not limited to, how the heat recovery ventilator system works, how to change the furnace filter, when to call about emergency maintenance, etc.
- (c) To perform annual inspections on the Residential Unit
- (d) To perform annual fire inspections with the RRFN volunteer fire department 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 Residential 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, which could ultimately result in the Tenant's Eviction.
- (g) To provide documents to the Tenant, including a copy of the signed Tenancy Agreement, the Tenant Manual, and the Housing Policy and all appendices.

Section 4.19 Responsibility of the Tenant

- (a) Tenants understanding their responsibilities as a Tenant is one of the most important factors to ensuring the Housing Program runs efficiently and effectively so all Members living in Residential Units can enjoy a safe and healthy home.
- (b) Any Tenant of the Housing Program is required to adhere to the following:
 - (i) To pay their Rent each month on time.
 - (ii) To be responsible for the routine care and maintenance of the Residential Unit, including all repairs and replacements (including repairs and replacements necessitated by damage from any cause). The Public Works Department and RRFN shall not be obligated to pay or provide any maintenance of the Residential Unit for any items that do not fall within the responsibilities of the Public Works Department or RRFN to the Tenant.

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

- (i) Cleaning/changing filters (recommended once every three (3) months, or at minimum annually);
- (ii) Cleaning/maintenance of appliances;
- (iii) Cleaning behind appliances every six (6) months;
- (iv) Changing lightbulbs as required;
- (v) Regular floor and carpet care;
- (vi) Keeping all screens in good repair;
- (vii) Maintaining smoke and carbon monoxide detectors and informing the Public Works Department immediately if a smoke detector or carbon monoxide detector is not working correctly;
- (viii) Ensuring the bathroom fan cover is kept clear of accumulated dust – wipe down every six (6) months;
- (ix) Maintaining yard/grass – cut and keep free of debris;
- (x) Washing siding annually; and

- (xi) Removing snow from walkways and driveway in the winter for safe access to and from the Residential Unit.
- (c) To be responsible for cleaning all areas of the Residential Unit and Premises, 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 Public Works Department **PRIOR** to doing any modifications or renovations to the Residential Unit. Any costs for modifications or renovations done to the Residential Unit without prior consent will not, under any circumstances, be reimbursed by RRFN or the Public Works Department.
- (e) To prevent the infestation of rodents and insects, Tenants must remove any collected trash and food waste from their Residential 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 Public Works Department for repairing the damage) within a reasonable time after receiving a written notice to do so by the 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 Residential Unit.
- (k) To respect the Housing Policy and any related policies.
- (l) To notify the Public Works Department of any circumstances that may affect payment of Rent on time.
- (m) To notify the Public Works Department of changes from social assistance to employment status as soon as possible.
- (n) To respect the Tenancy Agreement.

Section 4.20 Tenant Damage

- (a) When reports of damages are submitted to the Public Works Department, the Public Works Department may, at all reasonable times, and with twenty-four (24) hours written or verbal notice to the Tenant, enter the Residential Unit to examine its condition.
- (b) The Tenant is responsible to pay repair costs for damage to the Residential Unit that is a result of Excessive Use damages, was vacated/abandoned by the Tenant

and damages caused by their guests or by their pets. In such cases the following procedures shall apply:

- (i) All incidents of damage will be handled according to the Eviction Procedures set out in Section 4.37 of this Policy and Appendix E - Arrears Repayment Agreement.
- (ii) The Public Works Department shall complete an inspection and a written report to confirm the repairs required as a result of Excessive Use or a Residential Unit has been vacated/abandoned. The report shall include an estimate of costs (materials and labour) for the repairs.
- (iii) Within five (5) working days of receiving the inspection report, the Public Works Department shall issue a written notice confirming the damages and cost of repairs. The Tenant is obligated to pay for all cost of the repairs. 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 Public Works Department.
- (iv) Where a Repayment Agreement is entered into, the Tenant shall be required to pay as out in Appendix E - Arrears Repayment Agreement into.

Section 4.21 Non- Routine Maintenance of the Housing Unit

(a) Bed Bugs

- (i) If a Tenant, who is a signatory on the Tenancy Agreement finds that their Residential Unit has bed bugs, the Tenant will qualify for bed bug removal covered by RRFN.

(b) Emergency Maintenance

- (i) 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.
- (ii) Please make a request for Emergency maintenance through the Public Works Department during regular business hours, or to the Public Works Department after hours phone number for any of the following issues:

(A) *Electrical and Wiring*

- 1. If lights dim when multiple appliances are on
- 2. If circuit breakers trip frequently
- 3. If outlets are hot to touch
- 4. If there is electrical sparking from any source of electricity

(B) *Roof Damage*

1. Water pooling on roof, or ice damming
2. Water damage on ceiling or walls around the ceiling
3. If you notice a moldy damp smell
4. Damage to shingles
5. Algae growth

(C) *Basement and Foundation (Structural)*

1. Sagging beams
2. Large cracks in the foundation
3. A new dip or slant in the floor

(D) *Gutters and Drainage.* Damaged, dented or split gutters and downspouts that don't connect.

(E) *Heating/Furnace and HRV*

1. If the furnace cannot regulate the temperature in your Residential Unit
2. If the furnace seems to be struggling to start
3. If the HRV isn't working correctly

(F) *Plumbing.* 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 Tenants

- (a) A Tenant shall not make major adjustments (modifications or renovations) to a Residential Unit without **PRIOR** written consent of the Public Works Department. Major adjustments include, but are not limited to:

- (i) Flooring
- (ii) Additions/Extensions to the Residential Unit
- (iii) Changing countertops, cabinetry
- (iv) Bathroom renovations

- (v) Removal of wall(s) or other structural items that could compromise the structure of the Residential Unit.

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

- (b) Tenants who make major adjustments without prior written 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 written 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 Public Works Department or the Tenant. RRFN 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/Security Deposit

- (a) Rent Collection

- (i) The monthly Rent for all Residential Units on RRFN, both Band-owned and CMHC units will be due on or before the first of every month. Members will be responsible for providing the monthly payments to the Finance Office. Various payment schedules will be offered to Members for a Residential Unit. (I.e., payroll deduction). Changes can be made to Tenancy Agreements when conditions change.
- (ii) If the Member does not provide the monthly Rent by the due date, then the Housing Arrears Management Procedures under Section 4.24 will be followed.

- (b) Rent Increase

- (i) RRFN recognizes that as the cost of maintenance of the Residential Units increase the need for rental increase also exists. RRFN 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.
- (ii) Where a rental increase is necessary the Public Works Department will provide the Tenant with a written notice of Rent payment increase at least ninety (90) days prior to the effective date of the increase.

- (c) 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.

- (d) Security Deposit

- (i) All Tenants moving into a Residential Unit will be required to pay a Security Deposit of \$150 prior to their move-in date. If the Tenant does not pay the Security Deposit, they will not be entitled to move into the assigned Residential Unit and may lose their priority on the Waiting List.
- (ii) On termination of the Tenancy Agreement, the Security Deposit, less any costs incurred by RRFN 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 Tenancy Agreement.
- (e) Other Housing Charges. A Tenant is responsible to pay all charges for hydro, electricity, heat, telephone, television services and other services or any other amenities to which the Tenant may subscribe or install, unless otherwise indicated in the Tenancy Agreement. RRFN is not responsible for any unpaid or terminated services.
- (f) Methods of Payment. RRFN recognizes the following payment methods when it comes to paying Rent, fees or other accumulated charges:
 - (i) *Cash, Money Order, Personal Cheque or Electronic Money Transfer (EMT)*
 - (A) 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) two (2) times, cheques shall no longer be an acceptable method of payment for the Tenant.
 - (B) Where RRFN 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 RRFN recovers this cost.
 - (C) Cash payments are to be made out to the Finance Department. A receipt will be issued for all transactions.
 - (ii) *Payroll Deduction*
 - (A) Where a Tenant is an employee of RRFN and agrees to sign the payroll deduction consent form to have their rental payment deducted from their pay, money deducted will be posted to the Tenant's account.
 - (B) In situations where the Tenant owes rental Arrears, an automatic deduction as per the Arrears Policy will be followed. This deduction does not include cheques made to the Tenant for reimbursement of goods purchased on behalf of RRFN or honorariums.
 - (iii) *Social Assistance (Ontario Works).* Where a Tenant is eligible to receive social assistance through the RRFN Ontario Works Program, the Tenant is responsible to complete the necessary forms and obtain approval through

the RRFN 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 Arrears Policy.

- (a) Application of these Procedures. These procedures apply to the following situations:
 - (i) Tenants that have a Tenancy Agreement;
 - (ii) Members who owe money for their previous rental; or
 - (iii) Tenants have renovation loans owned to RRFN.
- (b) Obligations of Tenant and Landlord
 - (i) It is the legal and contractual obligation of the Tenant to make payment of Rent on or before the first day of every month.
 - (ii) RRFN shall receive the Rent payment. The Finance Office shall record the transaction and issue a receipt of payment to the Tenants.
 - (iii) The *Ontario Tenant Protection Act* does not apply to tenancies on RRFN because it is inconsistent with the federal *Indian Act* system of landholding and Rainy River First Nations Land Code.
- (c) Notification
 - (i) 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, the Public Works Department will send a formal letter. If contact is made by telephone, it will be logged to the Tenants' rental file.
 - (ii) 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 Public Works Department shall send a second formal letter requesting payment of rental Arrears and attempting to arrange a meeting. The second formal letter shall be sent as registered mail and a copy provided to the Housing Committee and Council.
 - (iii) Allowances for exceptional circumstances (such as hospitalization or death of Immediate Family Member) may be allowed on a case-by-case basis, and reported to the Housing Committee.

- (iv) An “Arrears Repayment Agreement” attached as Appendix E can be entered into by the Tenant and RRFN Public Works Department to cover for exceptional circumstance, or to recover payments that have been missed by the Tenant.
 - (v) Two weeks from receiving the second formal letter, which will then be **forty-three** (43) calendar days, in which the Tenant has not responded, or has not honoured the Arrears Repayment Agreement, the Public Works Department at the direction of Council shall issue a Eviction Notice and Demand for Rental Arrears to be sent to the Tenant by registered mail or personally delivered by the Public Works Department to the Tenant. The Eviction Notice shall specify that the Tenant must vacate the property.
 - (vi) 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. RRFN 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.
 - (vii) In the event that the Tenant willfully resists giving up possession of the Premises, RRFN may proceed to obtain a court order and have it enforced by Treaty Three Police.
- (d) Reports. The Public Works Department shall provide the Manager of Administration, Council, and the Housing Committee with a monthly report of rental Arrears containing the Tenant’s name and total Arrears owing.

Section 4.25 Possibility of Certificate of Possession

- (a) Should a Tenant choose, and Council by BCR agree, a Tenant may become an Owner by assuming ownership of the Residential Unit they are residing in upon amortization of the Residential Unit’s mortgage. This process will follow the RRFN certificate of possession procedure in accordance with the Rainy River First Nations Land Code.
- (b) Opportunities for ownership, and associated costs, will be dependent upon the Tenant paying their Rent and the number of years that the Tenant has been residing in the amortized Residential Unit. A Tenant will be required to have lived in the unit for 25 years (300 payments) and have no outstanding Arrears.
- (c) Should a Tenant and RRFN agree to allow a Tenant to become an Owner by purchasing a Residential Unit that has been fully amortized (paid off), the Owner will be fully responsible to undertake all future repairs and renovations on their Residential Unit. RRFN will not be any under obligation to provide funding, materials or labour to an Owner of a Residential Unit.

Section 4.26 Use of Unit and Property

- (a) 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. The Tenant must have permission in writing from the Public Works Department to use the Residential Unit and property for any other purpose.

Section 4.27 Guest Policy

- (a) A Tenant shall be permitted to allow a Guest to occupy the Residential Unit on a temporary basis of a period not to exceed thirty (30) consecutive days OR sixty (60) non-consecutive days in a six (6) month period.
- (b) Where the Tenant wishes for a Guest to remain longer than thirty (30) consecutive days or sixty (60) non-consecutive days in a six (6) month period, the Tenant shall submit a written request to the Public Works Department requesting approval to do so. The Public Works Department shall submit the request to the Housing Committee for consideration.
- (c) Where the Housing Committee determines that continued occupancy by the Guest creates an overcrowding situation, the request shall be denied; and/or
- (d) Where the Housing Committee approves the request the additional period of temporary occupancy by the Guest shall be confirmed in writing by the Public Works Department at the direction of the Housing Committee 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 the Tenancy Agreement and this Housing Policy; and/or
- (e) Where the Housing Committee 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 Housing Policy does not override the Animal Control By-Law but is meant to supplement and add further restrictions:

- (a) Tenants may have up to two (2) domestic pets as per the Animal Control By-Law.
- (b) Tenants MUST inform the Public Works Department of all pets being kept in the Residential Unit.
- (c) All pets will have the required shots.
- (d) All pets will be kept in the proper care and control of the Tenant at all times.
- (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 caused by the pet to the Residential Unit.
- (g) If any part of this Housing Policy that applies to pets is violated, or the pet becomes a nuisance or a hazard to others, RRFN, 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 Tenant(s) or Occupant(s) are married or have been living as Spouses for more than one (1) year, and are both Members, then the Residential 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 shall have the right to continue residing in the Residential Unit.
- (c) If the custodial parent is not a Member, and the children are under the age of 18 and are Members, the custodial parent shall have a right to continue residing in the Residential Unit until the youngest child turns 18.
- (d) When custody of multiple children is split between the two parents, the right to occupy the Residential Unit shall fall to the parent who has custody of the majority of children who are Members.
- (e) Should a situation arise where an equal number of children, whom are Members, are in the custody of each parent, the Housing Committee 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 Housing Committee will review the facts of the matter and make a recommendation to Council as to who should occupy the Residential Unit.

Section 4.30 Community Care Program

Should the situation warrant it, at the direction of Council, arrangements can be made for the children who are Members to remain in the Residential Unit with the appointed caregiver or caregivers while the parent(s)/guardian(s) seek the help they require, through the CCP.

Section 4.31 Death of a Tenant

- (a) If Tenant passes away, the Residential Unit will revert to the care and control of the Public Works Department and will be considered a vacant Residential Unit.
- (b) If co-Tenant passes away, the Residential Unit will revert to the surviving co-Tenant listed on the lease only if the surviving co-Tenant is a Member, and that person will become the primary Tenant.
- (c) If the surviving co-Tenant does not wish to remain in the Residential Unit, it will revert to the care and control of the Public Works Department and will be considered a vacant Residential Unit.
- (d) If the surviving co-Tenant is not a Member, they will have one hundred and eighty (180) days to vacate the Residential Unit, unless the co-Tenant is a parent or guardian to children under the age of 18, who are Members and who live in the Residential Unit with the surviving co-Tenant.

- (e) RRFN understands that extenuating circumstances will arise. These circumstances 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 this Housing Policy.

Section 4.32 Transfer/Relocation of Tenant(s)

RRFN retains the right to transfer or relocate any Tenant(s) in the following situation:

(a) Over-Housed Household

- (i) Where the number of permanent Occupants in the Residential Unit equals fewer persons than the number of bedrooms required according to the recommended occupancy guidelines noted within this Housing Policy, the household is over-housed.
- (ii) Where the household is over-housed and the Public Works Department confirms that a replacement Residential Unit is available for occupancy that meets the needs of the household size based on the recommended guidelines, the Public Works Department, at the direction of Council, may transfer the Tenant to the replacement Residential Unit.
- (iii) Transfer of the Tenant(s) shall be confirmed with a minimum of ninety (90) days written notice to the transferring Tenant(s).
- (iv) The Public Works Department shall complete a Residential Unit visit with the Tenant(s) to confirm the details and timing of the transfer/relocation which shall include:
- (v) Where the transfer/relocation is at the request of the Public Works Department, the Public Works Department shall pay relocation costs of the contents of the Residential Unit (excluding any equipment, recreational vehicles, non-functioning vehicles, etc.) to a maximum amount of \$5,000.00; and
- (vi) The Tenant(s) shall sign a new Tenancy Agreement for the replacement Residential Unit.

(b) Transfer at the Request of the Tenant(s)

- (i) An existing Tenant who occupies a Residential Unit and wishes to transfer to an alternate Residential 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 Residential Unit shall be considered equally with all other Applications and all eligibility criteria noted within this Housing Policy shall apply, and the Tenant shall not be in breach of their Tenancy Agreement or the Housing Policy.
- (ii) Where an Application for an alternate Residential Unit for an existing Tenant is approved, the existing Tenant shall sign a new Tenancy

Agreement and shall be responsible for all costs associated with the transfer.

Section 4.33 Subletting

- (a) A Tenant has no authority to authorize other Tenants to move into the Residential Unit and no right to lease or sublet the Residential Unit.
- (b) If a Tenant leases or sublets a Residential Unit, the Tenant is in breach of the Tenancy Agreement and the Housing Policy. If it is found that a Tenant is subletting or has “sold” their CMHC or Nation Residential Unit to another person, the Tenancy Agreement will be deemed null and void, and both the Tenant and individual(s) subletting will be evicted. The Residential Unit will revert to the care and control of the Public Works Department.

Section 4.34 Vacating or Temporarily Vacating of Units

- (a) Any Tenant who wishes to vacate their Residential Unit must provide thirty (30) days’ written notice to the Public Works Department. Upon receiving the written notice, the Public Works Department will schedule a pre-move out inspection as well as the final inspection.
- (b) A Tenant shall not vacate their Residential Unit and sublet the Residential Unit to another person. All Rent paid on any RRFN housing unit is payable to RRFN.
- (c) At no time shall a Tenant “sell” their Residential Unit to another person. All CMHC and Nation Rental housing on RRFN is owned by RRFN.
- (d) If a Tenant is going to be away from their Residential Unit longer than thirty (30) 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 Residential Unit during their absence.

Section 4.35 Vacating of Units in Poor Condition

- (a) If a Residential 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 Residential 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 Residential Unit to the Housing Committee, who shall determine what recommendation should be made to Council (e.g., demolition, major repair, renovation).

Section 4.36 Abandoned Units

- (a) If a Residential Unit has been unoccupied for a period of thirty (30) days and notice was not provided to the Public Works Department, the Public Works Department will investigate the reason. If the Public Works Department investigation does not

yield a valid reason or cannot determine the reason the Residential Unit has been unoccupied, the Residential Unit will be considered abandoned and will return to the care and control of the Public Works Department.

- (b) Once a Residential 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 Residential Unit from the former Tenant.
- (c) Any belongings left in the Residential 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 Residential Unit has been cleaned and necessary repairs have been made, it will be allocated to a new Tenant according to the Fluid List and Tenant Selection Criteria.
- (e) Any damage to the Residential 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 Residential Unit will not be eligible for a Residential Unit in RRFN 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 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

- (a) RRFN remains responsible and accountable for the proper use and maintenance of the RRFN housing assets. RRFN, therefore, reserves the right to evict an Occupant of a RRFN Residential Unit.
- (b) A Tenant(s) who fails to comply with the Tenancy Agreement, Housing Policy, and laws that govern RRFN may be subject to Eviction.
- (c) Eviction is the removal or expulsion of a Tenant and/or Occupant from a Residential Unit.
- (d) The following will be deemed to be "Just Cause" for the Eviction of a Residential Unit:
 - (i) It is found that a Tenant has made a false declaration in their Application;
 - (ii) Serious Damage to, or abuse of, the Residential Unit; including serious neglect of the maintenance and repair of the Residential Unit;

- (iii) Refusal by the Tenant to pay Rent or maintenance fees. An Eviction Notice will be served to the Tenant if Rent has not been paid within six (6) weeks from the due date;
 - (iv) Outstanding Arrears with no attempt to enter an Arrears Repayment Agreement;
 - (v) Refusal of the Tenant to renew their Tenancy Agreement on an annual basis;
 - (vi) Repeated abandonment of the Residential Unit;
 - (vii) Repeated cases of noise violation;
 - (viii) Violating any section or provision within this Housing Policy;
 - (ix) Repeated cases of criminal activity within the Residential Unit;
 - (x) Should the primary Tenant be charged, convicted and imprisoned for a period greater than ninety (90) days, the Occupant forfeits their privilege of residing in the Residential Unit and the house may be reallocated. In instances of incarceration, the Tenant and Tenant's family must meet with the Housing Committee within thirty (30) days to deal with tenancy issues, storage of possessions and other related issues.
- (e) Procedure without Cause and without Just Cause
- (i) A Tenant who is in serious breach of the Tenancy Agreement, Housing Policy or laws may be subject to Eviction;
 - (ii) The following steps are the Eviction Procedures if RRFN does not have Just Cause for Eviction:
 - (A) A verbal warning will be provided to the Tenant by the Public Works Department informing the Tenant of the misconduct. A verbal warning be issued and noted in the Tenant(s) file. Should the misconduct reoccur, the Eviction Procedure process will continue;
 - (B) An interview will take place between the Tenant and the Public Works Department to address the misconduct. Interview notes will be placed in the Tenant'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;
 - (C) A written warning will be provided to the Tenant and, the Tenant 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 Tenant's file. If there is no change in the Tenant's behavior, the Eviction Procedure process will continue;

- (D) After all efforts to correct the Tenant 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 Tenant.
- (iii) Every attempt will be made by the Public Works Department to provide a Tenant the opportunity to correct their misconduct or other issues.
- (iv) RRFN also reserves the right to immediately evict all Tenants and Occupants of a Residential Unit if it has been determined that continued tenancy will cause Serious Damage, destruction or immediate risk of injury to the Residential Unit or neighbouring properties.

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 Housing Committee Member.

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 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 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 Housing Policy approved by 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.

Eligibility

An Applicant is eligible to receive housing assistance if:

1. The primary Applicant is a Member over the age of 18 or an Applicant who is 16 or 17 and has been emancipated.
2. The Applicant has an up to date Application on file with Public Works Department (updated in the last six months).
3. The Applicant has provided the required information in the Application.
4. The Applicant does not own housing, and the housing being applied for will be their primary residence.

Ineligibility

An Applicant will be considered ineligible for allocations if:

1. If the Applicant and/or Spouse does not have Good Standing and/or is the subject of a BCR to that extent.
2. If the Applicant and/or Spouse already holds a CP 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 Public Works Department shall ask an Applicant to provide the additional required information.

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 RRFN-owned Residential Unit was awarded.

The completed Application shall be submitted by hand or email to the 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 (Member) and Secondary Applicant (Spouse/partner) where applicable. For Dependents, in the column "relationship to Member Applicant" this could be son/daughter, and for the "Secondary Applicant" this could be aunt, grandparent, or someone not related to the Member or Secondary Applicant.

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

Member Applicant

Source of Income (Please check those that apply)

- | | |
|---|---|
| ☐ Employed Full-Time | ☐ Employed Part-Time |
| ☐ Social Assistance | ☐ Employment Insurance |
| ☐ Student | ☐ 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 | ☐ Employed Part-Time |
| ☐ Social Assistance | ☐ Employment Insurance |
| ☐ Student | ☐ Other (Specify): |

If employed:

Employer Name: _____

Employer Address: _____

Employer Telephone Number: _____

Length of Employment: _____ years _____ months _____ weeks

Total Household Income \$ _____ ☐ **Attach Worksheet #1**

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>

Current Address				
Previous Address				

Please fill out at attach Worksheet # 2 – Rental Reference

Declaration

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

1. 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
2. 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
3. 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
4. I/We the undersigned acknowledge that submission does not obligate Rainy River First Nations to provide rental accommodations.

Member Applicant *(please print)*

Signature _____ Date _____

Secondary Applicant *(please print)*

Signature _____ Date _____

Office Use Only

Date Received _____		Received By _____	
Received By	☐ Hand ☐ Mail	Application Complete	☐ Yes ☐ No
Application Eligible	☐ Yes ☐ No	If no, details	

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

As part of the Application process for RRFN 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 residential 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: _____

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

RE: _____ Date: _____
Applicant for Housing

Dear _____,

I/We have applied to RRFNs for a residential 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 Tenancy 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

RRFN allocates points for Applications as follows:

1. One (1) point for each Member who currently lives with the primary Applicant and/or will be residing in the Residential Unit. A half (0.5) point for each non-Band member who currently lives with the primary Applicant and will be residing in the Residential Unit and is a dependent of the Member on the Application.
2. The Primary Applicant shall provide proof that the children on the Application reside with them if allocated a Residential Unit.
3. One (1) point if the Applicant is eligible to open as a caregiver home with a support letter from the Community Care Program or other applicable child welfare agency is provided with the Application.
4. 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 an Applicant is living in a tent or couch surfing.

All of the above clauses require professional designated third party documentation supporting the Application. This can include:

- (a) Housing Inspection Report;
 - (b) Community Health Representation Report;
 - (c) Health Canada Report;
 - (d) Doctor's Note; or
 - (e) Any other note or report from a third party professional to support the Application.
5. One (1) point for each 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 in the Residential Unit. Overcrowding is defined in Section 1.06 of the Housing Policy;
6. 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 net 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, consider the Rent plus the estimated utilities for the

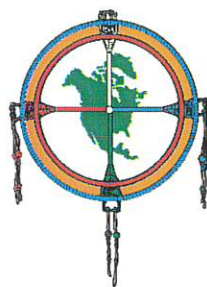
Residential Unit. If the combined estimate is below the maximum shelter allowance, they pass the means test.

7. One (1) point, if the Applicant has a positive reference check (from a previous landlord);
8. One (1) point for each consecutive year the Applicant has had an active file up to five (5) points.
9. Should an Applicant be offered a Residential Unit and the Applicant: 1) either accept the allocation; 2) reapplies; or 3) turns down the allocated Residential Unit, this point category will be reset to zero.

If a tie between Housing Applications should exist, the tie shall be broken by means of who applied first.

Seniors over the age of 65 may be treated differently than above, due to income restrictions, on a case by case basis.

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 Residential 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 than 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 Public Works 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

Rainy River First Nations

I/We the Tenant(s), 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: _____

RRFN 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 Residential 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 Department 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.

Additional Information or evidence to support the Appeal is included and is attached. List supporting documents to attach to form:

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 Department; 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 (RRFN) and the Tenant(s). Provide comments and initials on pages 1 & 2. Original to RRFN and copy to Tenant(s).

Primary Tenant _____

Secondary Tenant _____

Residential Address _____

Inspected By _____

Date of Inspection _____

Inspection Type

- ☐ Move-In ☐ Move-Out
☐ Annual Inspection ☐ 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		
BEDROOM # 3			BEDROOM # 4		
Floor			Floor		
Walls			Walls		

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
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:

Primary Tenant Signature

Date

Tenant's Forwarding Address

Secondary Tenant Signature

Date

Tenant's Forwarding Address

RRFN Representative

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 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.

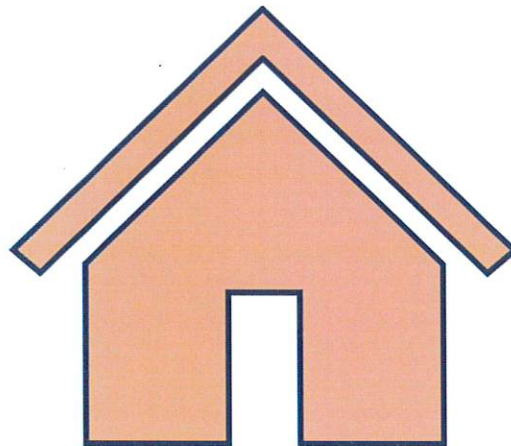
As repairs are brought to the attention of the Public Works Department they are put on a priority list to be completed. Repairs required for the health and safety of the Tenant and Occupants are prioritized first, followed by repairs required for increasing or maintaining the life expectancy of the Residential 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 Individual Owned or that are held under a Certificate of Possession are not under the purview of the Housing Program. Any renovations or repairs requested to be paid for by the Band will have to go through Chief and Council for approval.

Appendix J – Tenant Manual

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 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 Housing Committee Member or Chief and Council will be redirected to our Public Works Department to handle.

The Public Works Department is located at the Administration Office in room 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	Kyle Kellar
Public Works Coordinator	Austin Jack
Maintenance Supervisor	Craig Jourdain
Water Plant & Assets Manager	VACANT

Tenant Communication

Telephone Calls During Office Hours

During office hours, we make every attempt to ensure your call is answered. 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 (1) 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 potentially save yourself significant money 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 local time 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 promptly update this information when Tenants change as it could impact Rent, continued RRFN housing services and/or continued occupancy of the 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 (3) 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 Residential Unit
- 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 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 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 the number listed above immediately;
- Roof damage;
- Basement and foundation (Structural);
- Gutters and drainage;
- Heating/furnace and heat recovery ventilator system – if you smell gas, turn off gas valve and call the number listed above immediately; and
- Flooding in basement or backed up plumbing – stop using and call the number listed above immediately.

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)

Safety Tips

The safety of you and your 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 Public Works 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 know 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 televisions 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.