

# **M'Chigeeng First Nation**

## **Tenant Rental Management Policy**

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- Appendix A – Application for Housing Assistance
- Appendix B – Priority Rating Scale
- Appendix C – Calculation of Rental Rates ] Not included
- Appendix D – Lease/Occupancy Agreement ] Not included
- Appendix E – Unit Condition Report
- Appendix F – Arrears Recovery Agreement ] Not included
- Appendix G – Eviction Prevention Plan Form

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## 1.0 Introduction

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The purpose of the Rental Management Policy for the M'Chigeeng First Nation is to provide band members with shelter that meets minimum health, safety, and structural standards. The M'Chigeeng First Nation is providing a **Tenant Rental Management Policy** that is equitable and beneficial to the First Nation community as a whole.

The Chief and Council, Community Infrastructure Committee and the Housing Officer of the M'Chigeeng First Nation have reviewed the administration of housing services and recommend the following new Rental Management policy dated May 24, 2011 to assist with the effective delivery and administration of housing services to the community.

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## 2.0 Objectives

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Housing is an essential service because it affects the health and well being of all M'Chigeeng First Nation members. This Tenant Rental Management Policy outlines the rules and regulations by which this service will be provided.

This policy is based on the principle that housing is a shared responsibility between the M'Chigeeng First Nation government and the tenants. All tenants are expected to contribute toward the cost of housing. Funds collected as rental payments will be used to protect the community's investment in band-owned housing and to maximize housing resources.

The objectives of this Tenant Rental Management policy are:

- 2.1. To respond to the demand and need for adequate rental housing services by prioritizing and allocating housing assistance in an equitable manner;
- 2.2. To protect and enhance the community's investment in housing;
- 2.3. To share the responsibility for housing between the M'Chigeeng First Nation government and the members;
- 2.4. To keep band members informed of the goals and priorities of community housing plans and their achievement, and to provide a means for members to appeal decisions which they feel may not have been made according to the Tenant Rental Management policy;
- 2.5. To protect and extend the life of existing housing through maintenance, insurance and renovation policies; and
- 2.6. To promote individual pride and responsibility for housing.

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### 3.0 Definitions

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As used in this Tenant Rental Management policy, the following definitions will apply:

**“Appeal Committee”** means the Community Infrastructure Committee, an independent body that is responsible to hear appeals about housing decisions. They will review information and check for compliance with the Tenant Rental Management policy, community housing goals and priorities.

**“Applicant”** means a person who is applying for housing assistance.

**“Arrears”** refers to money owed to the M’Chigeeng First Nation and not yet received.

**“Band”** means the M’Chigeeng First Nation unless indicated otherwise.

**“Band member or member”** means a member of the M’Chigeeng First Nation whose name appears on the band membership list maintained according to the Band Membership Code.

**“Band-owned house”** means a house, or other residential unit owned and administered by the M’Chigeeng First Nation.

**“Calls for bids”** means the procedure for obtaining offers from qualified contractors or tradespersons to carry out work identified by the Capital Projects/Public Works Department that is required to be completed on a rental unit.

**“Council”** means the Chief and Council of M’Chigeeng First Nation represented by one (1) Chief and ten (10) Councillors elected by members of M’Chigeeng First Nation.

**“Eviction”** refers to the legal action taken by the Housing Department to remove a member from a band-owned house for failure to honour the conditions of their lease.

**“First Nation”** means the M’Chigeeng First Nation represented by its Chief and Council.

**“Community Infrastructure Committee”** means the M’Chigeeng Community Infrastructure Committee, an organized group of community members elected by the membership for the purpose of assisting and supporting housing services in accordance with the housing policies approved by council.

**“Housing Department ”** is the body (s) responsible to facilitate, manage and administer the housing programs and services on behalf of Chief and Council;

**“Illegal Activity”** means all actions contrary to law specifically the trafficking of illegal drugs including the trafficking of prescription drugs.

**“Lease”** means a written agreement between the housing department and a tenant(s) for the right to occupy a band-owned house, and includes any renewal of such an agreement.

“Rent” means the amount paid or required to be paid by a tenant to the housing department for the right to occupy a band-owned house.

“Tenant” means a person who enters into a lease with the housing department and who pays rent or is required to pay rent in return for the right to occupy a band-owned house.

“Unit” means the home or house occupied by the tenant.

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#### **4.0 Policy and Program Administration**

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- 4.1 The housing department is responsible for the day-to-day operations of all housing programs and services including but not limited to: Identifying community housing goals, developing, implementing and enforcing policy, providing tenant counselling regarding tenant responsibilities, sharing and facilitating information with the leadership and the membership.
- 4.2 The Community Infrastructure Committee is elected by the membership for the purpose of supporting and assisting the housing department in achieving housing goals, such as but not limited to shelter, community safety and security of the unit and neighbours impacted by the tenant, ongoing communication and liaising with the membership and leadership and providing advice and assistance to the Housing Officer when required.
- 4.3 M’Chigeeng First Nation and Community Infrastructure Committee do not condone illegal activity specifically the trafficking of drugs.
- 4.4 Housing Department will not rent or continue to rent to people convicted of drug trafficking unless programs as offered by M’Chigeeng First Nation or other M’Chigeeng First Nation approved entities related to substance abuse and or reintegration is actively engaged in as is reasonable to the Housing Department.
- 4.5 The Housing Department may rent and continue to rent to such persons if after a period of 2 years the person has fulfilled required as above to the satisfaction of the Housing Department.
- 4.6 The housing department with guidance from the Community Infrastructure Committee will prepare all applications, submissions, and policies and submit to the CP/PW Department Manager and CAO for final approval.
- 4.7 This housing policy applies to all persons occupying a band-owned rental unit and rent to own units from the M’Chigeeng First Nation.

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#### **5.0 Amendments**

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- 5.1 Any amendments made to this housing policy must be presented to Chief and Council for approval and they will confirm approval/rejection of the proposed amendment. The decision of Council shall be final. Council may consult with the housing department, Community Infrastructure Committee and/or band membership by way of a community meeting and/or written notice to discuss the nature of any proposed amendments.

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## **6.0 Roles and Responsibilities**

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### **6.1 Band Membership**

- 6.1.1 Members of the M'Chigeeng First Nation are encouraged to contribute their views on existing and future housing programs and services. This can be done by participating in community meetings and, talking with the housing department or the Community Infrastructure Committee. All members are encouraged to contribute to the development of housing policies and procedures in M'Chigeeng First Nation.
- 6.1.2 Band members have a responsibility to support implementation and enforcement of the community housing policy as approved by Chief and Council.

### **6.2 Chief and Council**

- 6.2.1 As the elected leaders of the M'Chigeeng First Nation, Chief and Council will reserve final decision for all housing program and services. This means that Council must approve all policies and procedures that are to be implemented on the reserve. In developing policies, Council has a responsibility to obtain the views of the people and to consider those views. However, it is the elected Chief and Council that decides what policies will be implemented and enforced. They will be responsible for reviewing and approving all recommendations submitted by the CP/PW Committee and ensuring that decisions comply with the housing policy.
- 6.2.2 Council retains the responsibility for reviewing the recommended policies and approving those policies for implementation and enforcement. Following the approval of new policies, Chief and Council also have the responsibility of ensuring the members are made aware of the new policies and how they are to be implemented and enforced.
- 6.2.3 Chief and Council are responsible to oversee the operations of the Housing Department. This means that Council ensures that financial controls are in place and that the housing department reports back to Council on a regular basis, as determined by Council.

### **6.3 Community Infrastructure Committee**

- 6.3.1 The key responsibilities of the Community Infrastructure Committee are:
- To review and recommend applications for housing programs and services based on the approved selection/eligibility criteria and point rating system;
  - To recommend to Chief and Council changes in policy as recommended by the

- housing department, the membership and/or leadership;
- To report to Chief and Council on a regular basis, as determined by Chief and Council;
- To support the enforcement of housing policy and community housing goals; and
- To support the work of housing department.

## **6.4 Housing Department**

6.4.1 The key responsibilities of the housing department are:

- To recommend changes in policy as needed and to review housing goals and priorities annually;
- To maintain an up-to-date priority list of applications for housing assistance;
- To gather and review information on new housing programs available; to assess their applicability to the housing needs of M'Chigeeng First Nation and to recommend the adoption of such programs;
- To carry out repairs and renovations in a cost-effective manner;
- To monitor the effectiveness of all housing policies and programs;
- To report regularly to the Chief and Council, Community Infrastructure Committee or membership on the activities of the housing department;
- To prepare annual budget requests for the approval of Chief and Council;
- To plan, organize and carry out community consultations on policy revisions, amendments and any new programs or services; and
- To provide counselling for tenants to assist them in understanding and assuming their housing responsibilities. This includes, but is not limited to, pre-occupancy counselling to all approved applicants to confirm tenant and Band responsibilities regarding the tenancy agreement, and ongoing home visits on topics such as financial counselling, arrears recovery and home maintenance. All counselling visits will be documented and maintained in the tenant file.

## **6.5 Appeal Committee**

6.5.1 The primary function of the Appeal Committee is to hear appeals by applicants and tenants regarding housing decisions and to verify that decisions are in accordance with the approved policy, and if necessary provide direction to the housing department on how to address the issue.

## **6.6 Rental Housing Tenants**

6.6.1 Rental housing tenants will be required to sign a rental agreement with the housing department (refer to Appendix C for a copy of the rental agreement). They are responsible to live up to the conditions of the agreement which includes such things as: carrying out minor maintenance and repairs, correcting tenant damage, making monthly rental payments, paying for utility costs, obtaining fire insurance for personal contents, keeping the house and property free of health and safety hazards, and informing the housing department of all planned prolonged absences (as defined in the lease agreement) from the house.

- 6.6.2 Rental housing tenants will be required to sign a deduction form which will be kept in their housing file as a prevention to keep the tenant from going into a large amount of arrears (refer to Appendix F for a copy of the deduction form).

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## 7.0 Allocation of Housing Assistance

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- 7.1 The following guidelines will ensure equal consideration to all applicants for housing assistance.
- An applicant must be 18 years or older and a member of M'Chigeeng First Nation;
  - Each applicant must complete a detailed housing application form (Refer to Appendix "A" for a copy of the application form);
  - A credit check may be completed when determining qualification for housing assistance. Applicants will be asked to sign a credit check release;
  - Applicants will be required to provide verification of household income in order to confirm their ability to manage the monthly rental payments and other associated costs or charges;
  - Housing priorities will be established annually by the housing department and approved by the Chief and Council. Priorities may include seniors, handicapped, single elderly, single-parent families, families, singles, off-reserve member, and whatever segment of the community's' population is considered to be in the greatest need for housing assistance.
  - Ownership of the house and land remains with M'Chigeeng First Nation

## 7.2 Application Process

Any band member in need of housing assistance must complete an application form. Application forms for housing assistance are available from the housing department.

- 7.2.1 The housing department will review active applications and select the members who will receive assistance according to the selection criteria point rating system and target priorities for that year.
- 7.2.2 All applicants will be notified in writing of the result of the selection process for housing assistance.
- 7.2.3 All housing applications will be kept on file for a maximum period of one (1) year. Applicants are responsible to update their application; applications not updated every year will be considered inactive and will be removed from the file.
- 7.2.4 Applications for existing rental units will be considered throughout the year as units become available.
- 7.2.5 The housing department will keep a written record of its consideration of applications and the reasons for selecting or rejecting applicants. This information will be made available to the Appeal Committee in the event that a



decision is appealed.

- 7.2.6 Any applicant with rental arrears and outstanding accounts with M'Chigeeng First Nation will not be considered for housing assistance until outstanding accounts are paid in full.

### 7.3 Selection Criteria

The purpose of the selection criteria is to select applicants on the basis of relative merit and in accordance with the community housing goals and the approved housing policy. A completed application will include the **point-rating guide** (refer to Appendix B). This guide will provide an assessment of the current living conditions, affordability analyses, credit rating and confirmation of household size.

### 7.4 Transfer/Relocation of Tenant(s)

#### Tenant Housing Transfers

The applications on the Housing Waiting List shall be considered first and foremost in the selection of tenant(s) on housing vacancies. That process is based on a fair and equal opportunity for all band members seeking housing accommodations. Although, M'Chigeeng First Nation recognizes that at times due to health and safety or overcrowding reasons, the need to transfer a current tenant to an alternate rental unit may become the only solution.

Tenant transfers will be based on the following:

7.4.1 The Housing Officer will consider and review tenant housing transfers.

7.4.2 To be eligible for consideration, the tenant will have completed a one (1) year of tenant residency at the current address or residency.

7.4.3 Prior to approval of tenant transfer, it is understood by the tenant(s) that they are only eligible for one (1) housing transfer during their tenancy with M'Chigeeng First Nation.

7.4.4 The Housing Officer shall consider a tenant transfer based on the following criteria:

a) For health and safety reasons, the tenant shall provide supporting documentation from a family physician, medical specialist, therapists, counselor, or a child and family services representative; and / or from an industry inspector i.e. fire, housing, environmental, etc.

b) For health and safety reasons, change in family size (e.g. more children, opposite sex, separate rooms, or kids moving out) may necessitate a need for a housing transfer.

Suitable Housing is as follows:

One Bedroom for:

1. Each cohabitating adult couple
2. Each lone parent
3. Unattached household member 18 years of age and over;

4. Same-sex pair of children under the age of 18
5. Additional boy or girl in the family; unless there are two opposite sex children under 5 years of age, in which case they are expected to share a room

Note: Change in family size does not mean fostering children nor increasing the family unit by accepting boarders, temporary live-ins, family members, friends, or transients.

c) Final approval, the committee will request that the tenant is in good standing with the housing program (e.g. good tenant, no rent arrears, adheres to tenant responsibilities, and will benefit from the transfer, etc).

7.4.5 Where an application for an alternate band-owned rental unit for an existing tenant is approved, the existing tenant shall sign a new rental agreement and shall be responsible for all costs associated with the transfer.

## **7.5 Transfer at the Request of the Tenant(s)**

7.5.1 An existing tenant who occupies a band rental unit and wishes to transfer to an alternate band rental unit shall submit a letter of interest to the housing coordinator as outlined in this housing policy. The tenant's expression of interest and any subsequent application for an alternate rental unit shall be considered equally with all other applications and all eligibility criteria noted within this policy shall apply and, the tenant shall not be in any breach of their rental agreement or the housing policy.

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## **8.0 Appeal Process**

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- 8.1 Applicants/tenants may appeal decisions regarding the selection process for rental units, enforcing of consequences for violation of policy or other related housing decisions related to their household. The following process must be followed:
  - 8.1.1 Any appeal of decisions must be made within ten (10) working days of when the decision was made or of receipt of the notice of decision by the applicant/tenant.
  - 8.1.2 The applicant/tenant must submit the appeal, in writing, to the Housing Officer within seven (7) working days of receipt of the appeal. The Housing Officer will have seven (7) working days in which to reconsider its decision based on any new information provided.
  - 8.1.3 After seven (7) working days, if the Housing Officer confirms that the decision has been made without error or prejudice, submit the appeal to the Appeal Committee. The Appeal Committee will review information brought forward by both the party making the appeal and the housing department and may request

verbal presentations by both parties.

8.1.4 The applicant/household must attend a hearing by the Appeal Committee, if requested to do so.

8.2 In considering the appeal, the Appeal Committee will decide whether the housing department based its decision according to the housing policy, without bias or favoritism and without error in interpretation of the housing policy or law. In hearing verbal appeals, the Appeal Committee will ensure the appropriate parties are represented. The Appeal Committee shall provide a decision within seven (7) working days of receipt of the appeal from the Community Infrastructure Committee.

8.2.1 The Appeal Committee may, after consideration of all the information presented during the appeal hearing:

- Request that the housing department review its decision based on a corrected understanding of the policy;
- Order the housing department to follow approved policy and priorities established for rental housing;
- Affirm the decision made by the housing department;
- Recommend amendments to this rental management policy manual.

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## 9.0 Rental Agreement

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The rental agreement has been developed to protect the rental unit, the tenant and M'Chigeeng First Nation. The rental agreement sets out the tenant's obligations and the obligations of M'Chigeeng First Nation. A copy of the rental agreement is included in Appendix C.

9.1 Rental agreements are prepared to reflect current legislation as well as goals set out by M'Chigeeng First Nation and rules set out in this rental housing policy.

9.2 The housing department will complete an in-person meeting with the tenant(s) to explain all aspects of the rental program and the rental agreement. The housing department shall review all rules imposed on tenants, charges payable by tenants and consequences for breach of the lease agreement. A record of this meeting shall be made and retained on the tenant file.

9.3 Two copies of the rental agreement shall be signed by the housing department and the tenant(s) prior to occupancy of the unit by the tenant(s). One copy of the agreement shall be kept by the housing department, the second copy shall be provided to the tenant(s)

not later than 21 days after it was entered into.

- 9.4 The rental agreement shall be renewed on a month-to-month basis to reflect any policy updates, rental agreement or rent amount changes.
- 9.5 Subject to M'Chigeeng First Nation laws and applicable Landlord/Tenant legislation as it applies to off reserve rental units, each rental agreement shall describe the tenant's responsibility for rent payments, regular unit maintenance, snow removal, utility payments, etc

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## 10.0 Security Damage Deposit

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- 10.1 A security deposit equal to one (1) month's rent will to be paid to M'Chigeeng First Nation before keys are handed over for occupancy.

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## 11.0 Rental Payments

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All tenants are expected to contribute toward the cost of housing. Funds collected as rental payments will be used to protect the community's investment in band-owned housing and to maximize housing resources.

- 11.1 All tenants occupying new and existing houses constructed and administered as rental housing units shall pay rent.
- 11.2 Individuals who are eligible for Ontario Works and/or ODSP will receive a shelter allowance towards the cost of their housing.
- 11.3 The housing department must give the tenant written notice of rental increases at least sixty (60) days prior to the effective date of the rental increase/renewal of the rental agreement.
- 11.4 All charges for utilities including electricity, heat, telephone or other services are the responsibility of the tenant, unless otherwise indicated in the rental agreement. If the tenant fails to pay any utility or service accounts for which they are responsible the housing department may pay these accounts on their behalf and add these charges to the rental account.
- 11.5 The housing department may decide to offer recognition to rental tenants who pay their rent on time, as agreed.
- 11.6 The housing department shall, on an annual basis, provide all tenants with a written statement of account confirming payments received and/or payable for the previous

calendar year.

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## 12.0 Default on rental payments/consequences for non-payment of rent

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- 12.1 As detailed in the rental agreement, rental payment requirements, default procedures and consequences for non-payment of rent will be explained to each approved applicant. The tenant file shall document/date all attempts made by the housing department to contact the tenant. Default policies will be applied immediately after one payment has been missed, as follows:
- 12.1.1 Rent payments are due on the first working day of the month. A first notice will be sent to the tenant on the 10<sup>th</sup> working day of the first month the payment is missed. A tenant will be reminded to pay the outstanding rent in full or make an appointment with the housing department to discuss repayment of the arrears.
  - 12.1.2 If after the 20<sup>th</sup> working day of the month no payment has been received, a second written notice will be sent to request a meeting between the tenant(s) and the housing department to discuss the situation and to make arrangements for the repayment of arrears. The housing department will also make every effort to contact the tenant by telephone to discuss the arrears situation.
  - 12.1.3 If after 30 days no payment has been made, a written notice will be sent immediately after the second payment has been missed. This notice will include a date for an interview/meeting with the Housing Officer or other housing staff to discuss the situation and to make arrangements for the repayment of arrears. The tenant will be given 10 working days to pay the arrears in full, or to meet with the Housing Officer and make a written agreement to repay the arrears.
  - 12.1.4 If the tenant fails to pay the arrears in full, or fails to meet with the Housing Officer and make a written agreement to repay the arrears by the end of the 10-day period, the following actions for non-payment of rent will be taken immediately:
    - a) Rental arrears will be reported to the credit bureau;
    - b) The tenant will be denied repairs/renovations (other than those required to meet health and safety standards).
    - c) As a last resort, steps will be taken to carry out eviction.
  - 12.1.5 Both the tenant and the housing department must agree to all repayment agreements, in writing. The repayment agreement will include the amount of each repayment installment and the date the payment is due (refer to Appendix D for a copy of a standard arrears recovery/repayment agreement). If the tenant fails to honour the repayment agreement, the default procedures for non-payment of rent will start immediately after an arrears payment is not made as agreed.

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### **13.0 Eviction/Termination of the Rental Agreement**

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- 13.1 Termination of a rental agreement due to a breach of the Rental Management policy or rental agreement will result in eviction of the tenant(s) from the unit.
- 13.2 Eviction action will be taken as a last resort in cases where the tenant(s) have failed to resolve the breach of the rental agreement. Prior to taking eviction action, the housing department will ensure that tenant counselling has been attempted to reinforce the consequences of failure to resolve the breach of the rental agreement.
- 13.3 Where eviction action has been identified as the only solution to the breach of the rental agreement, such action will proceed in accordance with the M'Chigeeng First Nation Tenant Management Policy.
- 13.4 If the tenant does not vacate the unit at the required date defined in the termination of rental agreement notice, M'Chigeeng First Nation may obtain the services of the UCCMM Police.
- 13.5 Where the reason for eviction is rental arrears, after an account has been placed in the hands of the Department Manager to proceed with eviction, any offer of payment or settlement (either full or partial) made by the tenant to the housing department or the Department Manager is to be declined (acceptance of payment of rental arrears cancels eviction action and reinstates the rental agreement).
- 13.6 Tenants may utilize the appeal mechanisms as set out in this policy.
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### **14.0 Insurance**

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- 14.1 The housing department is responsible for obtaining and paying for structural house insurance on all band-owned rental units.
- 14.2 All tenants are encouraged to obtain insurance to cover contents/personal belongings. This cost is the responsibility of the tenant. Neither the Band nor the housing department is responsible for the contents/personal belongings of tenants.
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### **15.0 Maintenance and Repairs**

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#### **15.1 M'Chigeeng First Nation Responsibilities**

- 15.1.1 M'Chigeeng First Nation, through the housing 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 the unit.

- 15.1.2 The housing department is responsible to carry out major repairs or repairs arising from normal wear and tear.
- 15.1.3 The housing department is responsible for 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 or negligently, by the tenant(s) or the tenant's guests.
- 15.1.4 The housing department is responsible for repairs and maintenance to major appliances provided in the lease agreement, except where outlined in the tenancy agreement (hot water tank, water pump, furnace, etc.).
- 15.1.5 The housing department will keep a record of all maintenance and repairs carried out on a rental unit including response time, reason for the repairs, date of repair work, repair items and costs.

## 15.2 Tenant Responsibilities

- 15.2.1 Tenants are responsible for the general maintenance, cleaning, repairs and replacements outlined in the rental agreement and for the cost of all repairs required due to negligence, vandalism, tenant damage or damage by their guests. A schedule of specific tenant responsibilities is included in the rental agreement.
- 15.2.2 Tenants are responsible to immediately report to the housing department of any accident, break or defect in water, heating or electrical systems, or in any part of the home and its' equipment in general.
- 15.2.3 Tenants are not permitted to make any alterations, additions or improvements to the unit. If any such alterations, additions, or improvements are made, it will be the responsibility of the tenant to return the unit to its original condition and at no cost to the housing department.
- 15.2.4 Tenants are required to keep their unit and surrounding area clean, free of garbage, waste, clutter, and health and safety hazards.

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## 16.0 Inspections

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- 16.1 All inspection reports shall include:
  - The general condition of the property,
  - The date of the inspection,
  - Signature of the inspector and the tenant, and

- The condition of each of the following internal and external items:

Internal	External	
Appliances	Roofing	Windows/screens
Furnace System	Entrance	Siding
Floors	Eaves troughs	Decking
Walls, Cabinets, Doors	Chimneys	Landscaping
Plumbing Fixtures	Septic systems	
Electrical Fixtures	Porches/stairs	
Heat Recovery/Ventilation Unit		
Fire Safety (smoke detectors, carbon monoxide detectors and extinguishers,)		

Pictures of the units shall be included in each file.

## 16.2 Regular Inspections

All occupied rental housing units shall be inspected once annually, at a minimum. The inspection will be carried out to record the condition of the unit both internally and externally. These inspections will identify the need for any preventative maintenance as well as to determine any misuse or negligence on the part of the tenant. Refer to Appendix E for a copy of the unit condition report.

## 16.3 Vacant Unit Inspection

16.3.1 All vacant units shall be inspected semi-annually prior to being occupied by a new tenant. A written inspection report shall be completed confirming any deficiencies and attached to the tenant file for that unit. The Housing department shall identify repairs resulting from tenant damage, and calculate the cost for repairs to be billed to the previous tenant.

16.3.2 Any unit left vacant for an extended period of time shall be inspected at least twice monthly to ensure that vandalism does not take place. Any necessary repairs and/or replacements shall be completed prior to occupancy.

## 16.4 Move-In Inspection

16.4.1 A move-in inspection will be completed on the day the tenant is entitled to take possession of the unit or on another mutually agreed upon day. The housing department must offer the tenant at least 2 opportunities for the inspection.

16.4.2 The move-in inspection will be completed jointly by the tenant and a representative of the housing department. The tenant(s) MUST be present during the inspection.

16.4.3 The housing department representative will complete a unit condition report that confirms the condition of the property. The report must be reviewed and



signed off by both the housing department representative and the tenant(s).

#### 16.5 Move-Out Inspection

16.5.1 A move-out inspection will be completed by the housing department and tenant on or after the day the tenant ceases to occupy the rental unit, or on another mutually agreed day. The housing department must offer the tenant at least 2 opportunities for the inspection.

16.5.2 The housing department must complete a unit condition inspection report. Both the housing department and tenant must sign the unit condition inspection report and the housing department must give the tenant a copy of the report.

16.5.3 The housing department may make the inspection and complete and sign the condition inspection report without the tenant if the housing department has provided notice as required above and the tenant does not participate on either occasion, or the tenant has abandoned the rental unit.

16.5.4 Any repairs required to the unit resulting from damage by the tenant(s) or their guests shall be confirmed in writing to the tenant(s) and cost recovery will be pursued by the housing department. Allowances will be made for regular wear and tear as a result of normal use of the property.

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#### 17.0 Awarding of Contracts for Maintenance and Repairs (\*Pending approval of MFN Tender Policy)

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17.1 The housing department will issue a call for bids with at least two qualified and experienced contractors/tradespersons for all regular maintenance and repairs, emergency repairs, and renovations to rental units that are (a) not being carried out by qualified band staff; and, (b) where costs for labour and materials exceed \$1,000.00.

17.2 Calls for bids shall be in writing and shall contain work specifications and time requirements for start/completion of the work. The call for bids will include the deadline for the bid to be received by the housing department and bids received after the deadline date will not be considered.

17.3 Bids will be awarded based on costs, warranties, qualifications, experience, servicing etc. The lowest or any bid will not necessarily be accepted.

17.4 The housing department has the authority to approve contracts for maintenance and repairs to a maximum of \$5,000 (labour and materials) per project. Contracts with costs greater than \$5,000 shall be approved by the Chief & Council/ Community Infrastructure Committee.

17.5 All contracts pending and awarded shall be included in the monthly housing activity report.

- 17.6 All call for bids and contract award documentation along with warranties, workmanship concerns. Inspections, along with all related documentation etc. shall be kept on the unit file.

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## **18 Access to the Rental Unit**

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Tenancy agreements provide for the housing department to enter the rental unit at all reasonable times to inspect the unit.

- 18.1 The CP/PW Department will not enter a rental unit unless:
- An emergency exists;
  - The tenant consents at the time of entry;
  - The tenant gives consent, not more than one month before the time of entry, to enter for a specific purpose (i.e. inspections);
  - The housing department has reasonable grounds to believe that a tenant has abandoned the rental unit;(i.e. notification from family members or Hydro One that the tenant has left the rental unit)
  - The housing department has given written notice of entry for a reasonable purpose not more than 72 hours and not less than 24 hours before the time of entry.
- 18.2 In cases of emergency, the housing department representative entering a rental unit is to be accompanied wherever possible by a witness (i.e. member of CP/PW Department, emergency responder; police, fire, paramedic).

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## **19.0 Tenant Damage**

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- 19.1 M'Chigeeng First Nation may, on a bi-annual basis, enter the unit to examine its condition and identify repairs required to be corrected by the maintenance staff within three (3) weeks after leaving notice in writing at the premises, and billed for the cost of repairs.
- 19.2 M'Chigeeng First Nation will repair damages to a unit caused by the actions of tenants or their guests, however tenants will be required to pay repair costs for damages to their unit. Where repairs are required to the house as a result of damage, neglect or vandalism by the tenant(s) or their guest(s), the following procedures will apply:
- The housing department will obtain an estimate of costs required to repair the damages,
  - The housing department will meet with the tenant(s) to arrange for payment of the repair costs (either payment in full or a repayment agreement),

- After the repair costs are paid in full/a repayment agreement is in place, the repairs will be completed.
- If the tenant refuses to pay for the repairs, M'Chigeeng First Nation will have the repairs made and bill the tenant for costs. The repair costs will be due and payable to the M'Chigeeng First Nation, or eviction procedures will begin.
- At the discretion of the CP/PW Department the tenant may repair the damage or make arrangements with a reputable contractor to complete the necessary repairs, at their cost. The housing department will arrange for an inspection to ensure the repair work meets minimum standards.
- The housing department may file a report of damages to the local police department.
- All instances of damages will be recorded in the tenant's file and remain on record indefinitely.
- Any instances of tenant damage may lead to eviction, due to the high cost of repairs.

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## 20.0 Vacated and Abandoned Units

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- 20.1 Where any unit is vacated or abandoned for more than 30 days without notice to the housing department, they may take action necessary to secure the unit and protect the asset. If required the housing department can prevent vandalism and other hazards by boarding up the doors and windows. If this is done, the tenant will be charged for the related costs.
- 20.3 Failure by a tenant to inform the housing department in writing of a planned absence will result in that tenant being charged for any cost required to secure the unit or to repair damages that occur during their absence.
- 20.4 Tenants who vacate the unit on a temporary basis will continue to be responsible for the rental payments to the housing department. For the purposes of this clause, a period of two years and less will be considered a temporary absence.
- 20.5 Tenants who must leave the community for an indefinite period of time (i.e. employment, education, or medical treatment, etc.) must submit a written notice of their intentions outlining an estimated timeframe for their return. If it is agreed that the unit must be surrendered to the housing department and is, after an inspection, determined to be in good condition, the member may be released from the lease agreement and thereby be eligible for assistance if and when he/she returns to the community. The unit will then be allocated to a qualified applicant.
- 20.6 Any rental unit left abandoned for a period ~~no~~ longer than two (2) months - without written notice to the housing department and proper arrangements being made for its care will be repaired as necessary and allocated to another qualified applicant.
- 20.7 Any tenant wishing to return their unit to M'Chigeeng First Nation must inform the CP/PW Department in writing of their intentions to vacate their unit indefinitely.

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## **21.0 Subletting**

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- 21.1 Tenants may not authorize other tenants to move into the rental unit in their absence. Under no circumstances can Apartment tenants sublet their unit to other tenants. M'Chigeeng First Nation reserves the right to sublet other band owned units (rentals with option to purchase) at their discretion.
- 21.2 Tenants in rental units with option to purchase shall not sublet the rental unit to any person except with prior approval from M'Chigeeng First Nation and under the following conditions:
- 1) Temporary sublets shall be no longer than 12 months. The proposed sub-tenant shall have an income assessment completed by the Housing Officer
  - 2) and must meet the following conditions:
    - a) is a member of the M'Chigeeng First Nation
    - b) is entitled to reside on M'Chigeeng First Nation.
    - c) is a member of the Tenant's immediate family.
    - d) Is approved to enter into a sub-let agreement
- 21.3 And the tenant shall remain liable for all rents under the lease.
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## **22.0 Death of Tenant**

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- 22.1 As tenants of band-owned rental units do not own their units, they cannot leave the unit or their right of occupancy to any other family or band member. Tenants can state by will or other legal documents a successor for their unit, to help the housing department and immediate family members determine who is in the best position to assume the unit and all rental obligations.
- 22.2 If no family member is willing or able to take over the rental agreement, the unit will be taken back by the housing department, repaired and reallocated to another qualified applicant on the waiting list for rental housing.
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## **23.0 Transfer of Unit into M'Chigeeng First Nation's Name - Band Takeover**

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- 23.1 As tenants of band-owned rental units do not own their units, they cannot leave the unit or their right of occupancy to any other family or band member. Tenants can sign their unit over to M'Chigeeng First Nation to assume all rental obligations for a period of 5

years if necessary to move away for school, incarceration, or other reasons.

## Appendix A - Application for Housing Assistance

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Application # \_\_\_\_\_  
 Type of Housing Assistance Requested \_\_\_\_\_  
 Date Application Received: \_\_\_\_\_

	Applicant #1	Applicant #2
Name		
S.I.N.		
Date of Birth		
Current address		
Current telephone number		
Current employer		
Current income (before tax)		
Employers phone number		
Previous employer		
Previous employers phone number		
Bank Name		
Address		
<p><b><u>Other Information</u></b></p> <p>Number of full time tenants in current dwelling _____</p> <p>Number of tenants that are under the age of 18 _____</p>		

**Appendix B  
Priority Ranking for Housing Assistance**

Application # \_\_\_\_\_

Type of Housing Assistance Requested \_\_\_\_\_

Date Application Originally Received: \_\_\_\_\_

Current Review Date: \_\_\_\_\_

	Selection Criteria	Points	Weighted Point Rating
	<b>Household Size</b>		
1.	Number of full time occupants in current dwelling _____	1 point each	
2.	Number of occupants that are under the age of 18 _____	1 point each	
	<b>Current Living Conditions</b>		
1.	The applicant's current dwelling poses a health and/or safety risk to the tenants (supported by documentation such as inspection report).	5 points	
2.	The applicant's household is considered overcrowded per the national occupancy standards. One point for each person who is in an overcrowded situation.	1 point each	
3.	The applicant currently resides in a temporary housing situation.	1 point	
4.	Number of the applicant's household member(s) who require disabled access or special modifications _____.	1 point each	
	<b>Household Income</b>		
1.	The applicant has a total debt service ratio of less than 40%.	2 points	
2.	The applicant has a good credit rating with M'Chigeeng First Nation.	1 point	
3.	The applicant has a good credit rating with the credit bureau.	1 point	
	<b>Other</b>		
1.	Applicant can provide acceptable reference from previous landlord(s).	1 point	
2.	One point for each year that the applicant has had an active application on file to a maximum of 5 points.	1 point	
	<b>TOTAL</b>		

### Appendix E - Unit Condition Report

Unit Location: \_\_\_\_\_ Unit Number: \_\_\_\_\_

Inspection Type: Annual \_\_\_\_ Move Out \_\_\_\_ Move In \_\_\_\_

Items	Condition - (Good/Clean, Damaged, Missing, Not Clean)	Comments
<b>COMMON AREA</b>		<b>COMMON AREA</b>
Front Door		
Storm Door		
Back Door		
<b>KITCHEN AREA</b>		<b>KITCHEN AREA</b>
Fridge		
Stove		
Other Appliances		
Cupboards		
Countertops		
Plumbing		
Flooring		
Walls		
Doors		
Windows		
Other		
<b>DINING ROOM</b>		<b>DINING ROOM</b>
Flooring		
Walls		
Windows		
<b>LIVING ROOM/HALL</b>		<b>LIVING ROOM/HALL</b>
Walls		
Flooring		
Doors/Doorways		
Windows		
<b>BATHROOM</b>		<b>BATHROOM</b>
Toilet		
Basin/Taps		
Shower Bathtub Taps		
Flooring		
Doors		
Walls		
Plumbing		

<b>BEDROOM #1</b>		<b>BEDROOM #1</b>
Closet		
Walls		
Flooring		
Doors/doorways		
Windows		
Other		
<b>BEDROOM #2</b>		<b>BEDROOM #2</b>
Closet		
Walls		
Flooring		
Doors/doorway		
Windows		
Other		
<b>BEDROOM #3</b>		<b>BEDROOM #3</b>
Closet		
Walls		
Flooring		
Doors/doorway		
Windows		
Other		
<b>FIRE SAFETY</b>		<b>ALL LEVELS</b>
Smoke detectors		
Carbon Monoxide detectors		
<b>OTHER AREA - specify</b>		<b>OTHER AREA</b>

Inspection Completed By: \_\_\_\_\_  
(Housing Department Representative) Date: \_\_\_\_\_

Inspection Viewed By: \_\_\_\_\_  
(Tenant) Date: \_\_\_\_\_