

BEAUSOLEIL FIRST NATION
SECTION 95 HOUSING POLICY

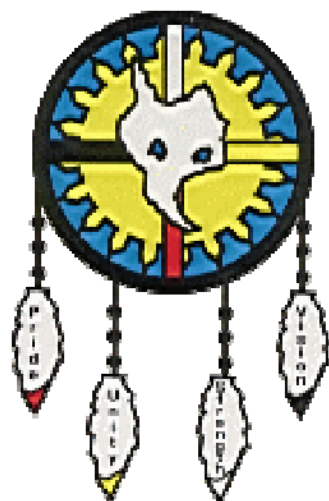




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SECTION I – INTRODUCTION, DEFINITIONS, POLICY ADMINISTRATION

1.0 Statement of Purpose

It is the intention of the Council and the Housing Committee to accommodate the housing needs of our members in accordance with the Beausoleil First Nation Section 95 housing program and subject to the availability of accommodation and funds. Council's mandate is to ensure First Nation members have equal access to affordable housing and to establish criteria that all the members must follow. The Section 95 housing program policy ensures that housing is made available in a fair and equitable manner.

Chief and Council have approved this policy to guide the delivery and administration of Beausoleil First Nation Section 95 housing.

2.0 Background on the Section 95 Housing Program

The Section 95 housing program provides rental accommodation in single detached homes and in a four unit apartment complex for Elders. The Section 95 program also includes a rent-to-own option for some units; the rent-to-own option is intended to assist Beausoleil First Nation members who are not in a position to purchase or build their own home but can reasonably be expected to assume full responsibility for costs and upkeep of the home by the end of the Section 95 agreement period. Under this program, the First Nation member occupies the unit as a tenant and shall sign a Section 95 agreement with Beausoleil First Nation. For units with a rent-to-own option, at the end of the agreement period if the tenant has met the terms and conditions of the agreement, Beausoleil First Nation shall transfer the Certificate of Possession of the unit to the tenant.

Beausoleil First Nation constructs these units through Canada Mortgage & Housing Corporation's (CMHC) Section 95 housing program. Beausoleil First Nation and CMHC partner to secure a loan (mortgage) for the construction of the home. Aboriginal Affairs and Northern Development Canada (AANDC) provides a Ministerial Loan Guarantee for loan security. Beausoleil First Nation enters into an operating agreement with CMHC; under this agreement CMHC provides Beausoleil First Nation with a monthly subsidy to assist with mortgage repayment and on-going operating costs of these units (e.g. maintenance, repairs, insurance) until the mortgage is paid in full. In return Beausoleil First Nation is responsible to make monthly payments to repay the loan. If Beausoleil First Nation does not repay the loan as agreed, the outstanding balance is paid out to the bank by AANDC who will then require repayment from Beausoleil First Nation.



Tenants pay rent to help cover the ongoing unit operating costs. Beausoleil First Nation provides funds from their own source revenues to cover the difference between the CMHC subsidy and rental revenue from the tenant.

3.0 Definitions

- **“AANDC”** means Aboriginal Affairs and Northern Development Canada (formerly known as Indian and Northern Affairs Canada).
- **“Applicant”** or **“applicants”** refers to the person(s) applying for assistance through this program.
- **“Arrears”** refers to housing related-payments owed to Beausoleil First Nation by a person who has entered into agreement with Beausoleil First Nation and has failed to pay as agreed.
“Beausoleil First Nation” refers to Beausoleil First Nation or Christian Island Indian Reserve 30 and 30A.
- **“CMHC”** means Canada Mortgage and Housing Corporation.
- **“CMHC Operating Agreement”** or **“Operating Agreement”** means the legal contract between CMHC and Beausoleil First Nation signed as a condition of receiving assistance under the Section 95 housing program. The agreement sets out the terms of the relationship between CMHC and Beausoleil First Nation and confirms requirements for managing the units, funding a replacement reserve, etc.
- **“Community”** or **“the community”** refers to Beausoleil First Nation.
- **“Council”** refers to the Beausoleil First Nation Chief and Council.
- **“Dependant”** refers to an individual who is under 18 years of age and normally living in the family home.
- **“Due diligence”** means to take reasonable care to confirm all of the facts and investigate all relevant aspects of an action before moving forward (e.g. eviction).
- **“Eviction”** refers to the legal action taken by Beausoleil First Nation to remove a tenant from a Beausoleil Section 95 unit for failing to honour the conditions of their Section 95 agreement.
- **“First Nation Council Resolution”** refers to a written resolution of Chief and Council adopted at a duly convened meeting of the Council.
- **“Guest”** refers to any person not listed on the Section 95 agreement as an approved other occupant of the Section 95 unit.
- **“Health and safety standards”** means the minimum requirements for housing that are related to public health as defined in the Ontario Public Health Standards and safety and structural efficiency as defined in the National Building Code.
- **“Household”** refers to all authorized occupants living in the Section 95 unit.
- **“Housing Committee”** or **“Committee”** refers to the committee established by Council to oversee implementation of the housing program, adherence to the housing policy and, the selection and recommendation of applications for the Section 95 program.



- **“Housing department”** refers to the Beausoleil First Nation administrative body responsible for all housing matters in which Beausoleil First Nation has an interest in and delivers to the community members or acts as agent for the delivery and management of such programs as may be available from time to time.
- **“Housing Manager”** refers to the person hired by Council to assist Council in ensuring that all housing policy management plans are implemented and operational. The housing manager shall manage the day-to-day operations, oversee the financial management of the housing program and shall report to Council, when and as requested.
- **“Member”** refers to a member of the Beausoleil First Nation whose name appears on the First Nation membership list.
- **“Ministerial Loan Guarantee”** means a guarantee provided by Beausoleil First Nation which is used as security for a bank loan (mortgage).
- **“Qualifying member”** or **“qualifying applicant”** refers to a member or applicant who meets the eligibility criteria for housing as confirmed within this housing policy,
- **“Rent”** refers to the amount paid or required to be paid by a tenant to Beausoleil First Nation for the right to occupy a Beausoleil First Nation Section 95 unit.
- **“Replacement reserve”** means the fund that is used for units funded through the Section 95 program to cover the cost of replacing capital items to ensure the units are kept at an acceptable standard.
- **“Section 95 agreement”** or **“agreement”** refers to a written agreement between Beausoleil First Nation, administered by the housing department, and a tenant for the right to occupy a Beausoleil First Nation Section 95 unit and any renewal of such an agreement. The Section 95 agreement is also known as “The Beausoleil Housing Section 95 Agreement/Rental Purchase Agreement” and the “Beausoleil First Nation Agreement” and the “Rent-to-Own Agreement/25 Year Term”.
- **“Tenant”** refers to a person who enters into a Section 95 agreement with Beausoleil First Nation and who pays rent or is required to pay rent in return for the right to occupy a First Nation owned house.
- **“Third Party Contract”**, for the purpose of this policy, refers to a contract between a tenant and a third party broker for utilities (e.g. Direct Energy).
- **“Unit”** refers to the Beausoleil First Nation Section 95 unit occupied by the tenant.
- **“Working days”** refers to every official working day of the week which include the days between and including Monday to Friday and exclude weekends and public holidays.

Words used in the singular within this policy shall include the plural and vice versa.

4.0 Policy Objectives



- 4.1 The overall policy objective is to ensure First Nation members are provided with fair, consistent housing services with equal opportunity through the implementation of this housing policy.
- 4.2 Additional policy objectives are to:
 - a) Address the need and demand for Section 95 housing by allocating Section 95 housing in a fair and equitable manner; and
 - b) Protect and enhance Beausoleil First Nation investment in housing; and
 - c) Protect and extend the life of Section 95 housing through the application and enforcement of maintenance, repair, inspection, and insurance policies; and
 - d) Confirm the roles and responsibilities of all parties involved with Beausoleil First Nation Section 95 housing.

5.0 Policy Administration

- 5.1 This policy applies to:
 - a) All existing and future Section 95 units located within Beausoleil First Nation; and
 - b) All individuals who have made or shall make an application for Section 95 housing within the Beausoleil First Nation.
- 5.2 The housing department is responsible for the day-to-day administration and enforcement of all housing programs and services.

6.0 Amendments to the Housing Policy

- 6.1 The Housing Manager shall present proposed policy amendments to Council for approval. Council may consult with the housing department, the housing committee and/or Beausoleil First Nation members to discuss the nature of any proposed amendments.
- 6.2 Policy amendments approved by Council shall be recorded in the Council meeting minutes. Policy amendments take effect the date they are passed by motion and the decision of Council shall be final.
- 6.3 The revised policy, including the amendments, shall be available to members at the housing department office. Where the policy amendment is deemed to be a change that impacts the tenant, they shall be notified of the change through a separate written notice within 30 working days of policy approval. Where the policy amendment relates to a rent increase, the housing department shall notify



tenants in writing a minimum of 60 days prior to the effective date of the rental increase.

6.4 The housing department shall note the policy amendment on a policy amendment list in the format noted below. The policy amendment list shall precede the table of contents within the policy. Amendments are numbered consecutively on the policy amendment list by date of approval by Council until such a time that a new issue of the policy is released which contains all of the amendments listed. The reissued policy shall be identified by date and each reissue cancels and replaces all previous issues.

6.5 Policy Amendment List

Amendment Number	Approval Date	Description



SECTION II – ROLES AND RESPONSIBILITIES, APPEALS

7.0 Roles and Responsibilities

7.1 Members

7.1.1 As members of Beausoleil First Nation each person is encouraged to contribute their views on existing and future housing programs and services.

7.1.2 Members are encouraged to support implementation and enforcement of the housing policy approved by Chief and Council.

7.2 Chief and Council/Delegate

7.2.1 Chief and Council shall have the final decision-making authority for all housing program and services.

7.2.2 Council is responsible to:

- a) Manage and administer all Beausoleil First Nation housing policies; and
- b) Approve all budgets related to the delivery and administration of housing programs and services; and
- c) Approve all applications for Section 95 housing as recommended by the housing committee; and
- d) Ensure all housing programs and services are provided; and
- e) Approve changes in policy as recommended by the Housing Manager; and
- f) Support the enforcement of the housing policy; and
- g) Provide members with an annual report which summarizes the activities of Beausoleil First Nation housing programs and services.

7.3 Housing Committee

7.3.1 The housing committee shall be appointed by Council and be comprised of four (4) members and one (1) Council Ex-officio.

7.3.2 The housing committee shall review and recommend applications for Section 95 housing for approval by Council (a quorum is required).

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

7.4 Appeals Committee

Appeals will be brought to Chief & Council and Housing Committee as needed. Housing Committee will adhere to appeals

7.5 Housing Manager

Housing Manager to enforce Housing Policy as approved by Chief & Council

The key responsibilities of the housing manager are to:



- a) Administer the Section 95 program by applying the program policy; and
- b) Review all applications for Section 95 housing to ensure completeness and eligibility; and
- c) Carry out or oversee maintenance, repairs and renovations as detailed in the Section 95 agreement that are the responsibility of the First Nation in a cost-effective manner; and
- d) Monitor the effectiveness of the housing policy; and
- e) Recommend changes in policy as needed and review housing goals and priorities annually; and
- f) Prepare annual and other reports as required to Council on the activities of the housing manager; and
- g) Provide information and counselling for tenants who require assistance in understanding and assuming their housing responsibilities; and
- h) Maintain a log/summary of tenant counselling (phone calls, emails, correspondence, home visits) including date of contact and brief description of topic, at the front of the tenant file; and
- i) Plan and carry out community meetings on housing programs and services.

7.6 Tenant

The key responsibilities of the tenant are to:

- a) Sign a Section 95 agreement and meet the conditions of the agreement which include, but are not limited to: making monthly rent payments, paying other housing charges as required, correcting tenant damage, keeping the unit and property free of health and safety hazards and complying with all fire and health and safety regulations; and
- b) Be responsible for snow removal; and
- c) Participate in move-in, move-out and other unit condition inspections/assessments as described in this housing policy; and
- d) Carry out maintenance and repairs as detailed in the Section 95 housing agreement and/or notify the housing manager of any required maintenance or repairs that are the responsibility of the; and
- e) Inform the housing manager of all planned absences from the unit; and
- f) Not interfere with or unreasonably disturb a neighboring occupant and not jeopardize the health or safety or lawful right of a neighboring occupant or the First Nation.

SECTION III – ELIGIBILITY CRITERIA, APPLICATION AND APPROVAL

8.0 Eligibility Criteria

In order to be eligible for a Section 95 unit an applicant shall meet the following criteria:



- a) An applicant shall be a registered member of Beausoleil First Nation or shall be employed by Beausoleil First Nation and
- b) An applicant shall be 19 years of age or older; and.
- c) An applicant shall complete an application for a Section 95 housing unit (refer to Appendix B); and.
- d) An applicant shall meet the family size required for the available unit; and
- e) An applicant shall not have turned down an offer of a Beausoleil First Nation Section 95 unit within the past 12 month period; and
- f) An applicant shall provide written verification of income for the applicant and co-applicant; verification can include a letter from the current employer or the most recent pay stub, EI or pension benefits statements, or Canada Revenue Agency notice of assessment); and
- g) An applicant with rental arrears and/or outstanding accounts to Beausoleil First Nation including money owing for repairs as a result of tenant damage/neglect is not eligible to apply for Section 95 housing until either:
 - i. The rental arrears/outstanding accounts have been paid in full; or
 - ii. The applicant has entered into a repayment agreement with Beausoleil First Nation and has paid the agreed upon monthly installments in full on the due date of the installments for a minimum of six consecutive months.
- h) An applicant who has abandoned a Beausoleil First Nation rental or Section 95 unit (left uninhabited for more than 30 days) is not eligible.

9.0 Application Process

9.1 Notice to Submit an Application (Unit Availability)

9.1.1 When a Section 95 unit becomes available, the housing department shall post a Section 95 unit availability notice confirming that applications for the unit shall be accepted by Beausoleil First Nation. The notice shall be posted in public buildings within Beausoleil First Nation, on the Chimnissing website (www.chimnissing.ca) and, an email shall be sent to the Beausoleil First Nation administrative network.

9.1.2 The notice shall confirm:

- a) The timeframe that an application will be accepted including the closing date and time; and
- b) How and where an application will be received (i.e. by mail and/or to Beausoleil First Nation administrative office reception desk during working hours).

9.1.3 An application shall be considered only for the posted Section 95 unit. Where an applicant is not offered the Section 95 unit for which they applied or where an applicant is interested in another Section 95 unit, a



new application must be submitted within the time frames of the Section 95 unit availability notice.

9.2 Completing an Application

9.2.1 An interested applicant shall submit a completed application for a Section 95 unit (refer to Appendix B for a copy of the application).

9.2.2 As part of completing the application, an applicant shall also provide:

- a) Where the applicant has previously rented/leased accommodation, a letter of reference from the applicants' most recent landlord that confirms whether the applicant has complied with the Section 95 agreement. Where a formal Section 95 agreement is not in place, the applicant can supply a reference with which the housing manager can confirm the applicant's history of managing the financial and physical responsibilities of occupying a unit as a tenant. An applicant/co-applicant with a history of non-compliance shall not be eligible; and
- b) An applicant shall provide a copy of their most recent hydro/utility bill to confirm an account in good standing (where an applicant has been responsible for payment of hydro/utility bills at any time during the most recent four year period).

9.3 Affordability Analysis

As part of the application process, the applicant may be required to meet with the housing manager to complete an affordability analysis (refer to Appendix C) in order to confirm their ability to manage the monthly rental payments and other housing charges.

9.4 Submitting an Application

9.4.1 A completed application shall be submitted in a sealed envelope addressed "To the attention of the Housing Committee and Housing Manager" in care of the Beausoleil Housing Department. The applicant's name and current mailing address shall be included on the envelope.

9.4.2 An application is to be submitted by mail or by hand to the Beausoleil First Nation Administration office reception desk.

9.4.3 An application received after the closing date and time as confirmed in the notice shall be returned unopened to the applicant.

9.5 Receipt and Review of an Application

9.5.1 An application shall be received at the administrative office, dated and time stamped and initialed by reception on the date of receipt and placed with all other applications received on that date into a sealed envelope with a copy of the Section 95 unit posting. The sealed envelope shall be passed to the housing manager.



- 9.5.2 Within five (5) days of receipt of the application, the housing manager shall review the application to:
- a) Confirm the application is complete and includes all of the required information; and
 - b) Confirm eligibility according to the housing policy; and
 - c) Contact the applicant to confirm or comment on eligibility; and
 - d) Contact all references provided (i.e. landlord, hydro/utility services, Beausoleil finance) to confirm eligibility.

9.5.3 Where the application is incomplete the housing manager shall contact the applicant to confirm the information required to complete the application and shall confirm the deadline for the applicant to provide the missing information. An incomplete application shall be considered inactive until the applicant provides the missing information.

9.5.4 The housing manager shall keep a written record of the application review and the reasons for acceptance or rejection based on eligibility and completeness of the application.

9.5.5 The housing manager shall maintain the application in a secure location with access only by authorized representatives of Beausoleil First Nation.

9.6 Disposal of an Application

Where an applicant is not offered the Section 95 unit for which they applied the application shall be kept in a secure location for 5 years. After 5 years, the housing manager shall arrange for the application to be disposed of in a secure manner (e.g. shredding) but shall indefinitely retain the housing needs assessment form as a record of the applicant's interest in obtaining a Section 95 unit.

10.0 Housing Needs Assessment – Priority for Section 95 Housing

10.1 All eligible applicants shall be subject to a housing needs assessment to determine priority for Section 95 housing within the group of applicants for the available unit(s). Priority is determined based on consideration of family size, current living conditions and other priorities as approved by Council.

10.2 The housing manager shall complete a housing needs assessment for all eligible applicants. Refer to Appendix D for a copy of the housing needs assessment.

10.3 References to be verified by the Housing Department.

11.0 Tenant Selection and Offering of a Section 95 Unit



11.1 Tenant Selection

11.1.1 After the posted deadline, the housing manager shall schedule a meeting with the housing committee to select a tenant(s) for the available unit(s). The housing manager shall submit the eligible applications and supporting housing needs assessments to the housing committee for review. The housing committee shall review the information and identify their recommendations for tenant selection. If in the opinion of the housing committee, the priority rating and all other eligibility criteria are confirmed to be equal such applications shall be subject to a draw to select the successful application. The housing manager shall submit the recommendations to Council for approval.

11.2 Offering of a Section 95 Unit

11.2.1 After Council has confirmed approval of the Committee recommendations, the housing manager shall contact the applicant by phone and in writing, using the contact information provided in the application, within five (5) working days of being selected for a unit.

11.2.2 The applicant shall have five (5) working days to confirm acceptance of the unit and to make arrangements for an in-person meeting with the housing manager to sign the required documentation. Failure by the applicant to confirm acceptance within 5 days shall result in the application being cancelled.

11.3 Applicants Not Offered a Section 95 Unit

The housing manager shall contact all applicants by way of letter who were not offered the Section 95 unit.



SECTION IV – SECTION 95 AGREEMENT, SECURITY DEPOSIT, AUTHORIZED OCCUPANTS,
PROBATIONARY PERIOD, TENANT COUNSELLING

12.0 Section 95 Agreement

12.1 Section 95 Agreement

- 12.1.1 The Section 95 agreement (the agreement) is administered according to the terms outlined in the Section 95 agreement, this housing policy and the applicable Beausoleil First Nation laws and regulations.
- 12.1.2 Where there is an applicant and a co-applicant both shall sign the Section 95 agreement and the rights and obligations of the Section 95 agreement shall be applicable to both.
- 12.1.3 The agreement shall be for a fixed term tenancy. The agreement shall be renewed annually.

12.2 Signing of the Section 95 Agreement

- 12.2.1 After the application for Section 95 housing has been approved and, prior to occupancy, the housing manager shall complete an in-person meeting with the tenant to explain all aspects of the Section 95 housing program and the Section 95 agreement. The housing manager shall review the responsibilities of Beausoleil First Nation, all rules imposed on the tenant, charges payable by the tenant and, consequences for breach of the Section 95 agreement and/or the housing policy. A record of this meeting shall be made and signed by both the housing department and the tenant; a copy shall be provided to the tenant and the original retained on the tenant file.
- 12.2.2 Two copies of the Section 95 agreement shall be signed and each page initialed by both the housing manager and the tenant prior to the tenant taking occupancy of the unit.
- 12.2.3 As a condition of signing the Section 95 agreement, the applicant shall provide to the housing manager payment of the first month's rent and last month's rent.

13.0 Turnkey - Responsibilities Prior to Occupancy

13.1 Housing Department Responsibilities

Prior to turnkey (the housing department turns the key over to the tenant), the housing department is responsible to:



- a) Ensure that the Section 95 unit is in move-in condition (in a clean condition without outstanding repairs or maintenance); and
- b) Complete a move-in inspection with the tenant; and
- c) Meet with the tenant to review and sign the Section 95 agreement and provide a copy of the Section 95 agreement; and
- d) Meet with the tenant to review roles and responsibilities, provide information on the requirements for monthly rent payments (e.g. method of payment, available tenant counselling and support, collection policy, consequences for non-payment); and
- e) Provide a copy of the Section 95 housing tenant handbook and any by-laws, Beausoleil First Nation rules and regulations that relate to the unit; and
- f) For a tenant in receipt of social assistance benefits, confirm the process to have the shelter allowance transferred to cover the monthly rent payment.

13.2 Tenant Responsibilities

Prior to turnkey the tenant is responsible to:

- a) Pay first and last month's rent; and
- b) Establish a hydro account in their name and provide the housing department with the account number; and
- c) Complete a move-in inspection with the housing department; and
- d) Meet with the housing department to review and sign the Section 95 agreement; and
- e) Where a tenant is in receipt of Beausoleil First Nation social assistance benefits, confirm that the required forms have been submitted to transfer the shelter allowance to cover the rent payment.

14.0 Security Deposit

- 14.1 The tenant shall pay a \$500 security deposit to Beausoleil First Nation. There is flexibility to pay the amount in full. The security deposit shall be held against possible debt or damage that may be caused during the tenancy.
- 14.2 On termination of the Section 95 agreement, the security deposit, less any costs incurred by Beausoleil First Nation related to 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 Section 95 agreement.

15.0 Authorized Occupants and Guests

- 15.1 Authorized Occupants



- 15.1.1 Only occupants listed in the Section 95 agreement (listed under “other occupants”) signed by the tenant and the housing manager are authorized to occupy the unit.
 - 15.1.2 The tenant shall provide verification of household composition (number of persons occupying the Section 95 unit) when requested to do so by the housing department.
 - 15.1.3 Where the tenant wishes to have an additional occupant who is not listed in the Section 95 agreement live permanently in the unit they shall make a written request to the housing department. The request shall provide detail on the additional person including age and gender. Submission of such a request does not guarantee approval.
 - 15.1.4 Where the tenant fails to request approval from the housing manager to allow an additional occupant, or, where the housing manager has denied the request and the tenant permits an unauthorized occupant to remain in the unit, this shall be a breach of the Section 95 agreement and the housing department reserves the right to terminate the agreement and have the tenant and all occupants vacate the premises.
- 15.2 Guests
- 15.2.1 A tenant shall be permitted to allow a guest (a person who is not listed in the Section 95 agreement) to occupy the unit on a temporary basis of a period not to exceed 30 consecutive days.
 - 15.2.2 Where the tenant wishes for the guest to remain longer than 30 consecutive days, the tenant shall submit a written request to the housing manager requesting approval to do so. The following shall apply:
 - a) Where the housing manager approves the request the additional period of temporary occupancy by the guest shall be confirmed in writing by the housing manager and this period 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 Section 95 agreement and this housing policy; and/or
 - b) Where the housing manager denies the request they shall notify the tenant in writing and the authorized occupants section of this housing policy shall apply.

16.0 Probationary Period

- 16.1 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 Section 95 agreement. The housing department shall be available to meet with the tenant to discuss any concerns or issues at any time during this period.



- 16.2 The housing manager 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.
- 16.3 Where a tenant with rental arrears and/or outstanding accounts was offered a Section 95 unit subject to a repayment agreement with Beausoleil First Nation as described within this policy, the first twelve (12) months of tenancy shall be a probationary period for that tenant. Should the tenant, at any time, fail to pay the agreed upon monthly installments of the repayment agreement in full and on time during this period, Beausoleil First Nation may terminate tenancy as described within this policy.
- 16.4 The housing manager shall review the tenant file at least 30 days before the end of the probationary period and may arrange for telephone or an in-person interview with the tenant to review the responsibilities of Beausoleil First Nation and the tenant and to respond to tenant questions or concerns.
- 16.5 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 Section 95 agreement, Beausoleil First Nation may terminate tenancy as described within this policy.

17.0 Tenant Counselling

- 17.1 The tenant may request a meeting with the housing manager at any time to discuss the roles and responsibilities of the housing department and the tenant, to review the Section 95 agreement and the housing policy, and/or to review housing issues or concerns.
- 17.2 The housing manager shall arrange a meeting with the tenant annually or on an as-needed basis to discuss the roles and responsibilities of the First Nation and the tenant, to review the Section 95 agreement and the housing policy, and/or to review housing issues or concerns. The housing manager shall provide a 14 day advance written notice to the tenant requesting a meeting at a mutually agreeable date, time and location and confirming the reason for the meeting.
- 17.3 The housing manager shall maintain a log/summary of tenant counselling (phone calls, emails, correspondence, home visits) including date of contact and brief description of topic, at the front of the tenant file.



SECTION V – RENT PAYMENTS, DEFAULT PROCESS, REPAYMENT
AGREEMENT, TERMINATION OF TENANCY

18.0 Rent Payments and Other Housing Charges

18.1 Rental Rates

The rent shall be the lower end of market (LEM) rental rate or the minimum revenue contribution (MRC) rental rate in accordance with the CMHC Operating Agreement. Where CMHC notifies the First Nation of a change to the LEM or the MRC, the First Nation shall provide notice of a rent increase to the tenant as noted within this policy. The rental rates are available from the housing department.

18.2 Rent Payments

18.2.1 Rent is due to be paid by the tenant to Beausoleil First Nation on the first day of each month.

18.2.2 The housing manager shall, on an annual basis, provide the tenant with a written statement of account confirming rent payments received and/or payable for the previous calendar year.

18.3 Rent Increases

18.3.1 There shall be no rent increase during the first year of a Section 95 agreement.

18.3.2 The housing manager shall give the tenant written notice of a rent payment increase at least sixty (60) days prior to the effective date of the increase.

18.3.3 Subsidy Calculation

18.4 Methods of Rent Payment

18.4.1 Cash, Money Order, Personal Cheque

Rent payments made by money order or personal cheque are to be made payable to Beausoleil First Nation. If a payment is made by personal cheque and is returned by the bank as non-sufficient funds (NSF) two times, cheques shall no longer be an acceptable method of payment for that tenant. Where Beausoleil First Nation is charged a fee for the NSF cheque, the amount of that fee shall be charged to the tenant's Section 95 account so that Beausoleil recovers this cost. Cash payments are to be made to the Beausoleil First Nation finance department. A receipt shall be issued for all transactions.

18.4.2 Payroll Deduction

Where a tenant is an employee of Beausoleil First Nation, either full-time, part-time, contract and/or seasonal, the tenant may enter into a



payroll deduction agreement with Beausoleil First Nation to have their rent payment deducted from their pay. Monies deducted from payroll on behalf of a tenant for rent are detailed on each payroll direct deposit slip and shall be posted to the tenant's account.

18.4.3 Social Assistance – Ontario Works

Where a tenant is eligible to receive social assistance through the Beausoleil First Nation Ontario Works Program the tenant is responsible to complete the necessary forms and obtain approval through the Beausoleil First Nation social services department. The tenant is responsible to submit rent payment information to social services on a month-to-month basis or as required.

18.5 Other Housing Charges

A tenant is responsible to pay all charges for hydro/electricity/heat, telephone, cable and other services or any other amenities to which the tenant may subscribe or install, unless otherwise indicated in the Section 95 agreement. Beausoleil First Nation is not responsible for any unpaid or terminated services.

19.0 Rent Collection

19.1 Rent Collection Policy Objectives

The objectives of the collection policy are to:

- a) Offer early support and guidance to tenants; and
- b) Monitor arrears and maintain early intervention mechanisms to respond to arrears; and
- c) Take appropriate action to eliminate/reduce rent arrears.

19.2 Account in Arrears

Rent is due to be paid by the tenant to Beausoleil First Nation monthly on the first day of each month on a business day, if the 1st falls on the weekend. If rent is not paid on the first day of the month the rent shall be considered in arrears unless the rent payment is being made by payroll deduction (i.e. paid bi-weekly) or through social services.

19.3 Collection Process

- 19.3.1 First Notice -** A first notice shall be sent to the tenant on the 5th working day of the first month the payment is missed. The notice shall remind the tenant that the account is in arrears and that they must pay the rent arrears in full or meet with housing department and enter into a written agreement to repay the arrears over a mutually agreed upon amount of time. The notice shall include confirmation of the consequences of failing to pay the arrears or enter into a repayment agreement (refer to



- Appendix F). In an effort to resolve the arrears, the housing department shall also make every effort to contact the tenant by telephone at least once within the first week after the first notice is mailed.
- 19.3.2 Second Notice – If, on the 15th working day of the first month the account is still in arrears and the tenant has not entered into a repayment agreement, a second notice shall be sent to the tenant with the same information as contained in the first notice. The housing department shall make every effort to contact the tenant by telephone in an effort to resolve the arrears situation. Where housing department is aware of Beausoleil First Nation resources/support that may assist the tenant in resolving the arrears, the housing department will advise the tenant and will offer to arrange for a meeting between the tenant and the resource/support.
- 19.3.3 Third Notice - If on the first day of the following month the tenant has neither paid the arrears in full nor entered into a repayment agreement, a third written notice shall be sent on the 2nd working day of that month (i.e. if the payment due on March 1st was not made and the payment due April 1st was not made, then the third notice shall be sent on April 2nd or the next working day). The notice shall confirm the tenant has 10 working days to pay the arrears in full or to meet with housing department and enter into a written repayment agreement. The notice shall confirm that failing to repay the arrears in full/enter into a repayment agreement shall result in Beausoleil First Nation issuing a notice to terminate tenancy (eviction) as a result of the breach of the Section 95 agreement. The housing department shall also make every effort to contact the tenant by telephone at least once within the first week after the third notice is mailed. Where the tenant meets with the housing manager, the housing manager will identify options available to the tenant to resolve the arrears. Where the housing manager is aware of First Nation resources or support from external agencies that may assist the tenant in resolving the arrears, the housing manager shall advise the tenant and shall offer to speak to the department/external agency on behalf of the tenant. Where the tenant agrees, the tenant shall sign a waiver authorizing the housing manager to share information related to the tenant's account/default. If, at the end of the notice period included in the third notice, the tenant has neither paid the arrears in full nor entered into a written repayment agreement to repay the arrears, the fourth and final notice (14 day notice to terminate tenancy) shall be issued to the tenant. Refer to the policy item related to Termination of Tenancy.
- 19.3.4 Fourth and Final Notice - 14 day notice to terminate tenancy/eviction. If by the 12th working day of the second month the tenant has neither paid the arrears in full nor entered into a repayment agreement to repay the arrears, a 14-day notice to terminate tenancy as of the day after the notice



was issued, shall be issued to the tenant (refer to the section of this policy that deals with termination of tenancy). The final notice shall either:

- a) Be delivered by hand to an adult person living in the rental property; or
- b) Shall be securely fastened to the front door of the property with a third-party as witness to the delivery of the notice.

19.3.5 The housing manager shall cease termination of tenancy action only where the tenant pays the total accumulated amount of rent arrears in full by cash or bank draft before the expiration of the 14 day notice period. A repayment agreement shall not be accepted.

19.3.6 If after 14 days the tenant fails to pay the rent arrears in full, the housing manager shall request sign-off of the termination of tenancy/eviction notice by Council. On receipt of a motion from Council following a duly convened Council meeting, the housing manager shall proceed with termination of tenancy (eviction).

20.0 Repayment Agreement

20.1 The housing manager can temporarily stop the collection process where the tenant enters into a written agreement to repay the arrears (refer to Appendix E). The housing manager shall strive to establish a repayment agreement that does not create a financial hardship for the tenant but is a reasonable contribution towards the amount owing.

20.2 The repayment agreement (the agreement) shall include the amount of each payment installment and the date the payment is due. Where such an agreement is entered into the tenant shall pay a minimum of 15% of the account arrears by cash, money order or certified cheque on the date the agreement is entered into.

20.3 The agreement shall be signed by the tenant and the housing manager. The tenant shall be provided with one copy of the signed agreement and the original shall be kept on the tenant file.

20.4 If the tenant fails to honour the repayment agreement, the First Nation shall restart collection process for rental arrears at the fourth and final notice stage (policy section 20.4.4) immediately after an arrears payment is not made as agreed. The First Nation shall issue a final notice/14 day notice to terminate tenancy/eviction. The tenant shall not be permitted to enter into a repayment agreement and must pay the accumulated arrears in full by cash or bank draft before the expiration of the 14day notice period. If after 14 days the tenant fails to pay the rent arrears in full, the housing manager shall request sign-off of the termination of



tenancy/eviction notice by Council. On receipt of a motion from Council following a duly convened Council meeting, the housing manager shall proceed with termination of tenancy (eviction).

21.0 Termination of Tenancy by the Tenant

- 21.1 The tenant may terminate tenancy (terminate the Section 95 agreement) by giving the housing department 30 days written notice (one full tenancy month) before the date they shall terminate tenancy. For example a notice given before March 1st shall be effective March 31st a notice given after March 1st shall be effective April 30th. The notice (refer to Appendix G for a sample termination notice) shall confirm: the address of the unit, the date that the tenant shall vacate the unit, the tenant's agreement to continue to pay in full all rent and other housing charges as required under the terms of the Section 95 agreement until the end of the calendar month that the notice is provided, and shall be signed by the tenant(s) and dated.
- 21.2 A notice to terminate tenancy shall be delivered in person to the housing department or by registered mail. If sent by registered mail the notice shall be considered to have been given on the fifth day after the date of mailing.
- 21.3 Where a tenant wishing to terminate tenancy has a Section 95 agreement that includes a rent-to-own option, when tenancy is terminated, the rent-to-own option shall also be terminated without any compensation due to the tenant. The rent to own option is not transferrable to another Beausoleil First Nation unit but can be transferrable to another family member.
- 21.4 Notwithstanding the above, the tenant and Beausoleil First Nation can agree to mutually terminate the Section 95 agreement at any time.

22.0 Termination of Tenancy by Beausoleil First Nation

- 22.1 Termination of Tenancy with Cause (Eviction)
- 22.1.1 Termination of tenancy with cause means that Beausoleil First Nation can terminate tenancy where the tenant has not lived up to their obligations under the terms of the Section 95 agreement. Termination of tenancy shall result in the tenant being evicted from the unit. Where tenancy is being terminated with cause, Beausoleil First Nation shall provide the tenant with a fourteen (14) day notice in writing.
- 22.1.2 Beausoleil First Nation may terminate tenancy for cause where the tenant has:



- a) Failed to pay the rent in full on the day it is due; or
- b) Interfered in any significant manner with the reasonable enjoyment of either Beausoleil First Nation or another tenant; or
- c) Interfered in any significant manner with another lawful right, privilege or interest of Beausoleil First Nation or another tenant; or
- d) Performed illegal acts or carried on illegal trade, business or occupation in the premises; or
- e) Endangered persons or property in the Section 95 unit or complex; or
- f) Damaged the Section 95 unit or complex either willfully or negligently (including damage caused by their guests or their pets); or
- g) Seriously impaired the safety of another person in the Section 95 unit or complex; or
- h) Failed to maintain the premises and any property rented with it in a reasonably clean condition; or
- i) Permitted other unauthorized persons to live in the Section 95 unit or property; or
- j) Sublet or assigned the Section 95 property; or
- k) Used the premises for other than residential purposes.

*Excludes written request/consent the First Nation

22.2 Notice to Terminate Tenancy

22.2.1 Where the reason for termination of tenancy is rental arrears, the notice processes and timeframes as noted within the rent collection section of this policy shall apply. For all other reasons to terminate tenancy with cause, prior to issuing the 14 day notice to terminate tenancy, the housing department shall issue two (2) written notices to the tenant to confirm the breach of the Section 95 agreement as follows:

- a) The first notice, which shall be signed and dated and issued within five (5) working days of confirmation of the breach shall include contact information and a deadline for the tenant to contact the housing department to respond to and identify options to resolve the breach. The housing department shall also make every effort to contact the tenant by telephone or hand deliver the notice at least once within the first week after the notice is mailed in an effort to resolve the breach. Where the tenant meets with the housing manager, the housing manager will identify options available to the tenant to resolve the arrears. Where the housing manager is aware of First Nation resources or support from external agencies that may assist the tenant in resolving the arrears, the housing manager shall advise the tenant and shall offer to speak to the First Nation department/external agency on behalf of the tenant. Where the tenant



agrees, the tenant shall sign a waiver authorizing the housing manager to share information related to the tenant's account/default; and

- b) Where the breach is not resolved to the satisfaction of the housing department within fifteen (15) working days after the first notice was issued, a second notice shall be issued to confirm that if the breach is not resolved to the satisfaction of the housing department within the deadline noted therein, the housing manager shall request approval from Council to issue the 14 day notice to terminate tenancy.

22.3 Approval to Terminate Tenancy (Eviction)

22.3.1 Council shall approve all eviction orders. Eviction shall be done only as a last resort and where the housing department can demonstrate that the housing policy was applied and due diligence was conducted. The housing department shall have evidence of written notices and documented efforts to meet with the tenant and counsel them on the consequences of failing to resolve the breach of the Section 95 agreement.

22.3.2 Where termination of tenancy with cause has been approved, a 14 day written notice to terminate tenancy (refer to Appendix H) shall be issued by Beausoleil First Nation to the tenant. The notice shall be signed by an authorized representative of Beausoleil First Nation and shall include:

- a) The date the notice is being sent; and
- b) The tenant's name(s); and
- c) The address of the premises concerned; and
- d) The date and time the tenant is required to vacate the unit; and
- e) Details of the cause for termination of the Section 95 agreement/eviction that have amounted to a breach of the Section 95 agreement.

22.3.3 The notice shall be delivered to the tenant either by:

- a) Registered mail to the mailing address noted on the tenant file. If sent by registered mail the notice is considered to have been delivered on the fifth day after the date of mailing (the 14 day notice period shall commence on the sixth day after mailing); or
- b) By hand to an adult person living in the unit, with a third-party as witness to the delivery of the notice.

22.4 Suspending Termination of Tenancy for Rent Payment Arrears

Where the reason for termination of the agreement is rent payment arrears, the housing manager shall cease the termination of tenancy action only where the tenant pays the total accumulated amount of rent arrears on the account in full by cash or bank draft before the expiration of the 14 day notice period. A repayment agreement shall not be accepted.



22.5 Rent-to-Own Option

Where the Section 95 agreement being terminated includes a rent-to-own option, the rent-to-own option shall be terminated without any compensation due to the tenant.

22.6 Eviction Process

22.6.1 The tenant shall vacate the unit within 14 days of receipt of the notice to terminate tenancy.

22.6.2 If the tenant does not vacate the unit at the required date defined in the notice to terminate tenancy, Beausoleil First Nation may apply to the courts to obtain an Order of Possession authorizing the Police (i.e. OPP or APS) to remove the tenant and their belongings and to serve this order on the tenant.

22.6.3 Within 24 hours of the tenant vacating the unit, the housing department shall arrange a move-out inspection (refer to the section on move-out inspections within this housing policy) to evaluate the condition of the unit.

22.6.4 Where a move-in inspection was completed at occupancy with the tenant, Beausoleil First Nation may charge the tenant for any damage to the unit, beyond normal wear and tear, that can be demonstrated through comparison of move-in and move-out inspection reports.

22.6.5 Any personal property left by the vacating tenant in the unit shall be dealt with as authorized within the order of possession (disposal or sale of abandoned goods). Refer to the abandoned units section of this housing policy regarding disposal of a tenant's personal property.

22.7 Recovery of Costs

22.7.1 Upon termination of tenancy, Beausoleil First Nation may apply to the courts to recover any costs incurred as a result of enforcing the order of possession.

22.7.2 The tenant shall be held responsible for rent arrears and any other expenses that Beausoleil First Nation has incurred as a result of the termination of tenancy.



SECTION VI – MOVES BETWEEN UNITS, INSURANCE, ACCESS TO THE UNIT

23.0 Moves Between Section 95 Units

- 23.1 Move at the Request of the Tenant (Units Without a Rent-to-Own Option)
- 23.1.1 For Section 95 units without a rent-to-own option, an existing tenant who wishes to move to an alternate unit shall submit an application to the housing department as outlined within this policy. With the exception of a tenant that is over-housed (as defined below) the tenant's application for an alternate Section 95 or First Nation rental unit shall be considered equally with all other applications; all eligibility criteria noted within this policy shall apply. In order to be eligible the tenant shall not be in breach of their Section 95 agreement or the housing policy.
- 23.1.2 Where an application for an alternate Section 95 or First Nation rental unit for an existing tenant is approved, the existing tenant shall sign a new agreement and be responsible for all costs associated with the transfer.
- 23.2 Over-Housed Household (Units Without a Rent-to-Own Option)
- 23.2.1 For Section 95 units without a rent-to-own option, where the number of permanent occupants in the unit equals fewer persons than the number of bedrooms required according to the National Occupancy Standards definition, this means that the household is over-housed. National Occupancy Standards means the number of bedrooms a household requires based on the household size and composition. Enough bedrooms based on these requirements means one bedroom for each cohabiting adult couple, one bedroom for each household member 16 years of age and over, one bedroom for 2 children of the same sex up to 16 years of age, one bedroom for 2 children of opposite sex up to 7 years of age.
- 23.2.2 Where the household is over-housed according to the National Occupancy Standards and the existing tenant and the housing department mutually agrees to move the tenant to a Section 95 or First Nation rental unit that better suits the household size, and where such a Section 95 unit is available, the housing department may transfer the tenant to that replacement unit.
- 23.2.3 Transfer of the tenant shall be confirmed with a minimum of 60 days written notice to the transferring tenant and the housing department shall complete a home visit with the tenant to confirm the details and timing of the transfer/relocation which shall include:
- Where the transfer/relocation is at the request of the housing department, the housing department shall pay relocation costs of the



contents of the home will be at the discretion of the housing department, as approved by Chief & Council.

- a) The tenant(s) shall sign a new agreement for the replacement unit.

24.0 Insurance

- 24.1 Beausoleil First Nation shall provide third party liability insurance and building insurance (protection against damage to the unit by fire and other perils). Beausoleil First Nation shall be designated as the beneficiary under any such insurance policy and any insurance proceeds with regards to such policies shall be directed to Beausoleil First Nation.
- 24.2 The tenant is responsible for obtaining and paying the cost of insurance permissively to cover contents/personal belongings. Beausoleil First Nation is not responsible for the contents/personal belongings of the tenant.

25.0 Access to the Unit

- 25.1 The tenant shall permit a representative of the housing department to enter the unit at all reasonable times to examine the condition of the unit.
- 25.2 The housing department shall not enter the unit unless either:
 - a) An emergency exists; or
 - b) The tenant consents at the time of entry; or
 - c) The tenant gives consent, not more than one month before the time of entry, to enter for a specific purpose (refer to Appendix J); or
 - d) The housing department has given written notice of entry for a reasonable purpose not less than 24 hours before the time of entry;
 - e) The housing department is showing the unit to prospective tenants after the tenant has provided a notice of termination of tenancy; or
 - f) The housing department has reasonable grounds to believe that a tenant has abandoned the unit.
- 25.3 Except in cases of emergency, the housing department shall enter the unit only between the hours of 8:00 a.m. and 8:00 p.m.
- 25.4 In cases of emergency, the housing department representative entering the unit is to be accompanied wherever possible by a witness (i.e. member of Beausoleil First Nation administration, Fire Chief). The tenant shall be notified in writing of such an emergency entry and the reason(s) for such entry.



25.5 The tenant shall not change (alter or add to) the locks or access to the unit.

SECTION VII – MAINTENANCE, REPAIRS, ALTERATIONS, INSPECTIONS

26.0 Maintenance, Repairs and Renovations

26.1 Tenant Responsibilities

- 26.1.1 The tenant is responsible for the day-to-day upkeep of the unit including ordinary health and cleanliness and sanitary standards of the unit and premises.
- 26.1.2 Where the Section 95 unit is a single detached home the tenant shall be responsible for exterior care (i.e. maintain the lawn and shrubbery, snow removal). Where the tenant is an Elder as defined within this policy, exterior care shall be carried out by the related Beausoleil First Nation Elder care program.
- 26.1.3 The tenant is responsible to 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.
- 26.1.4 The tenant is responsible to keep operational the fire safety equipment within the unit (e.g. smoke and carbon monoxide detector) or to report to the housing department immediately (within 24 hours) when the equipment is not operational.
- 26.1.5 The tenant is responsible to immediately report to the housing department any emergency repairs including any accident, break or defect in interior plumbing, heating or electrical systems, or in any part of the home and its' equipment in general.
- 26.1.6 Where a tenant is requesting maintenance or repairs the tenant shall contact the housing department by phone or in person and notify them of the nature of the maintenance or repairs being requested.
- 26.1.7 Renovations shall be carried out only for a tenant whose account is not in arrears, in non emergency cases.

26.2 Beausoleil First Nation Responsibilities

- 26.2.1 Beausoleil First Nation, through the housing department, is responsible to maintain the unit and property in a good state of repair, fit for habitation and to comply with health, safety, housing and maintenance standards.
- 26.2.2 The housing department is responsible to carry out or oversee maintenance, repairs and renovations to the unit including the building structure and systems, heating, electrical and interior plumbing where either:



- a) The maintenance, repair or renovation is required on a component that is original to the home at the time of occupancy; or
- b) The component has reached the end of its serviceable life; or
- c) The maintenance, repair or renovation is confirmed to be related to normal wear and tear.

26.3 Emergency Repairs

26.3.1 An emergency repair is defined as:

- a) Any accident, break or defect in interior plumbing, heating or electrical system, or safety feature in any part of the unit; and/or
- b) Any item that presents a hazard to the immediate health or safety of the tenant; and/or
- c) Any item required to prevent the loss of an essential service.

26.3.2 The tenant is responsible to immediately report to the housing department the need for any emergency repairs.

26.3.3 The housing department shall provide the tenant with a 24 hour emergency contact number to report emergency repairs.

26.3.4 The housing department shall make every reasonable effort to respond to emergency repairs within 24 hours of receiving notice from the tenant.

26.3.5 The housing department shall arrange for an inspection to confirm the eligibility and nature of the emergency repair and arrange for the work to be completed.

26.3.6 Where emergency repairs are confirmed by an inspection to be a result of willful damage or neglect, the housing department shall complete the repairs and shall demand payment of the repair costs from the tenant.

26.4 Replacement Reserve

26.4.1 A replacement reserve fund shall be maintained by the First Nation for replacement of capital items that are original (included at loan commitment) components, services, facilities or equipment of the unit. Capital items may include:

- a) Major Building Components:
 - Roof replacement; and
 - Exterior wall finishes having generally accepted definite useful life expectancy including exterior painting; and
 - Exterior doors and windows; and
 - Foundation.
- b) Major Building Services:
 - Heating systems including boilers (hot water or steam), forced air furnaces, radiant heat components, solid fuel burning systems, chimneys and related components; and
 - Domestic hot water tanks, septic tanks, and pressure tanks; and
 - Potable water wells, pumps and related components.



- c) Basic Facilities
 - Kitchen facilities such as stoves and refrigerators, sink and faucet installations, counter tops and cabinets; and
 - Bathroom facilities such as toilets, sinks and fixtures, vanities, tubs and fixtures.
 - Structural damages to sub-floor caused by flooding
 - d) Other Major Facilities, Equipment and Features
 - Interior floor coverings; and
 - Mechanical laundry equipment such as washers and dryers where such equipment was included at commitment.
- 26.4.2 Where the housing department confirms that a capital item on an original component is to be replaced, and where there are sufficient funds within the replacement reserve, the housing manager shall replace the capital item with a quality component that meets the CSA standard and the requirements as set out in the CMHC Operating Agreement.
- 26.4.3 Items that that are still operational or have not met their generally accepted useful life expectancy due to improper or negligent care shall not be considered for replacement with replacement reserve funds.
- 26.5 Completing Maintenance, Repairs and Renovations
- 26.5.1 All requests for maintenance, repairs and renovations are subject to budget availability.
 - 26.5.2 Where a tenant is requesting maintenance and repairs the tenant shall contact the housing department by phone or in person.
 - 26.5.3 The housing department shall review each request to determine:
 - a) The scope of the maintenance or repair item(s); and
 - b) Whether an inspection is required to confirm the eligibility of the work being requested and the materials required; and
 - c) Whether the repairs are within the capabilities of the housing department or if the work is to be contracted out to other qualified contractors (e.g. electrical, mechanical and plumbing systems).
 - 26.5.4 The housing department shall prioritize all requests in order as follows:
 - a) Emergency repairs.
 - b) Non-emergency minor repairs or maintenance (costs less than \$2,500) related to health and safety. Where repair requests include emergency and non-emergency repairs, non-emergency items may be considered separately with other non-emergency requests and be dealt with in the order in which they are received.
 - c) Non-emergency minor repairs or maintenance (costs less than \$2,500) for all other items.
 - d) Major repairs (costs greater than \$2,500 but less than \$10,000).



- e) Renovations (costs greater than \$10,000).
- 26.5.5 The housing department shall review the unit condition report completed at move-in to confirm whether the repairs are required as a result of normal wear and tear or are a result of willful damage or neglect on the part of the tenant, their guests, or their pets. Where repairs are a result of willful damage or neglect the housing department shall carry out repairs as part of an agreement with the tenant to resolve tenant damage as described within this policy.
- 26.5.6 All maintenance, repair and renovation work overseen or carried out by the housing department shall meet or exceed the requirements of the National Building Code, Beausoleil First Nation and any future applicable by-laws specifying building or other standards, and any other by-laws, codes and regulations applicable to the project.
- 26.5.7 The housing department shall keep a record of all maintenance, repairs and renovations carried out on a unit including the reason for the maintenance/ repairs, the date of the repair work and costs.
- 26.5.8 All maintenance, repair and renovation work shall be inspected by the or by the agency having jurisdiction, as approved by Chief & Council.

- 26.5.9 Vacate Clause
Accommodations for emergencies will be granted for tenants, when vacation is required for repairs

- 26.6 Maintenance, Repair and Renovation Contracts
Where maintenance, repair or renovation work is considered to be beyond the capabilities of the housing department (e.g. electrical, mechanical and plumbing systems) the contract for the work shall be entered into in accordance with Beausoleil First Nation procurement policies.

27.0 Alterations, Additions or Improvements by the Tenant

- 27.1 Unit Without a Rent-to-Own Option
 - 27.1.1 A tenant occupying a Section 95 unit that does not include a rent-to-own option shall not make any alterations (including paint), additions or improvements to the unit or, any alterations to any permanent object located on the property (i.e. tree removal). Any alterations, additions or improvements made by the tenant are subject to removal at the cost of the tenant and the tenant shall be responsible to return the unit/property to the same condition as it was when the tenant took tenancy. Where the tenant does not remove the alteration, addition or improvement, such



items are owned by Beausoleil First Nation without compensation to the tenant.

27.1.2 The tenant shall not alter the locking system on any unit entry door.

27.2 Unit With a Rent-to-Own Option

27.2.1 A tenant occupying a Section 95 unit that includes a rent-to-own option may make an alteration, addition or improvement to the unit only after receiving written approval from the housing department to do so.

27.2.2 The tenant shall submit a written request to the housing department prior to the start of any work that shall:

- a) Provide a detailed description of the proposed alteration, addition or improvement (hereinafter referred to as the 'work'); and
- b) Confirm that the work will be completed by a qualified tradesperson where the work affects any mechanical component or the structural integrity of the unit; and
- c) Confirm that the tenant is responsible for all costs (labour and material) related to the work; and
- d) Confirm that the work is provided by the tenant without compensation in any form, at any time, to the tenant by the First Nation-and
- e) Confirm that the work shall meet or exceed the requirements of the National Building Code, Beausoleil First Nation and any future by-laws specifying building or other standards, and any other by-laws, codes and regulations applicable to the project; and
- f) Confirm that the work is subject to inspection by the First Nation or by the Ogemawahj Tribal Council (OTC) or by the agency having jurisdiction, as approved by Chief & Council; and
- g) Confirm that submitting the request does not guarantee approval.

27.2.3 Where the tenant carries out the work without receiving prior approval from the housing department or where the request has been denied any such work is subject to removal at the cost of the tenant and the tenant shall be responsible to return the unit/property to the same condition as it was when the tenant took tenancy. Where the tenant does not remove the alteration, addition or improvement, such items are owned by Beausoleil First Nation without compensation to the tenant.

28.0 Inspections

28.1 Inspection Reports

All inspection reports shall include:

- a) The general condition of the unit and property; and



- b) The date of the inspection; and
- c) Photographs of the unit and property on the date of the inspection; and
- d) Signature of the inspector and the tenant (where applicable).

28.2 Annual Unit Assessment

- 28.2.1 The housing department shall arrange for an annual assessment of the unit.
- 28.2.2 A unit condition report (refer to Appendix I for a copy) shall be prepared to record the condition of the unit and property, to determine the need for any repairs, and to determine any willful damage or neglect on the part of the tenant.
- 28.2.3 The housing department shall send a notice to the tenant one week in advance of the planned inspection to confirm the date, time and purpose of the visit. 24 hours before the visit, the housing department shall phone the tenant to remind them of the planned visit. The housing department shall offer the tenant 2 opportunities for the inspection to be completed on the day the tenant is entitled to occupy the unit or on another mutually agreed upon day. The housing department shall remind the tenant of the need to be present during the inspection and that failing to participate may result in the tenant losing the right to dispute charges for repairs required as a result of willful damage or neglect. Where the tenant does not participate in the inspection, the housing department shall arrange to have a third party participate in the inspection and sign-off on the inspection report.
- 28.2.4 A copy of the unit condition report shall be placed in the tenant's file.

28.3 Move-In Inspection

- 28.3.1 The purpose of the move-in inspection is:
 - a) To confirm the condition of the unit at move-in before the tenant takes occupancy and to be able to assess changes in the condition of the unit when the tenant vacates the unit; and
 - b) For the housing department to review operational aspects of the unit (e.g. heating system) with the tenant; and
 - c) For the tenant to obtain clarification on any issues or concerns regarding the unit.
- 28.3.2 The housing department shall offer the tenant 2 opportunities for the inspection to be completed on the day the tenant is entitled to occupy the unit or on another mutually agreed upon day before the tenant takes occupancy. The housing department shall remind the tenant of the need to be present during the inspection and that failing to participate may result in the tenant losing the right to dispute charges for repairs required as a result of willful damage or neglect. Every effort shall be made to accommodate the tenant's preferred inspection date however the housing



- department shall complete the inspection and sign the inspection report without the tenant if the housing department has provided notice as required and the tenant does not participate on either occasion.
- 28.3.3 The housing department shall complete a unit condition report that confirms the condition of the unit including any deficiencies. The report shall be reviewed and signed off by both the housing department and the tenant except where the tenant fails to participate in the inspection as noted above. Where the tenant does not participate in the inspection, the report shall be signed off jointly by two representatives of Beausoleil First Nation. A copy of the report shall be placed in the tenant's file and a copy shall be provided to the tenant.
- 28.4 Move-Out Inspection
- 28.4.1 Where the tenant vacates the unit, a move-out inspection shall be completed by the housing department and tenant on the day the tenant vacates the unit or on another mutually agreed day.
- 28.4.2 The purpose of the inspection is to evaluate the condition of the unit and to determine any of the following:
- a) Any repairs required to return the unit to a marketable condition; and
 - b) Any repairs required as a result of willful damage or neglect on the part of the tenant, their guests or their pets.
- 28.4.3 The housing department shall offer the tenant 2 opportunities for the inspection and shall remind the tenant of the need to be present during the inspection and failing to participate may result in the tenant losing the right to dispute charges for repairs required as a result of willful damage or neglect. Every effort shall be made to accommodate the tenant's preferred inspection date however the housing department may complete the inspection and sign the unit condition inspection report without the tenant if the housing department has documented evidence that notice was provided as required and the tenant does not participate on either occasion, or the tenant has abandoned the unit. Where the tenant does not participate in the move-out inspection, the housing department shall arrange to have a third party participate in the inspection and sign-off on the inspection report.
- 28.4.4 The housing department shall complete a unit condition report. Both the housing department and tenant shall sign the report and the tenant shall be given a copy; a copy of the report shall be placed in the tenant's file. Where the tenant does not participate in the inspection, the report shall be signed off jointly by a representative of the housing department and a third party as witness to the inspection.
- 28.4.5 Where the inspection confirms repairs are required as a result of willful damage or neglect, the housing department shall notify the tenant in writing of the amount of the repairs and shall apply the security deposit



- toward these costs. Where repair costs exceed the security deposit the housing department shall:
- a) Forward written confirmation to the former tenant, where a forwarding address has been provided/is known, and demand repayment of the repair costs; and/or
 - b) Note the value of the repair costs as an account owing against the former tenant until such costs are repaid in full.
- 28.4.6 Where the former tenant is charged for the cost of repairs that are confirmed to be a result of willful damage or neglect, the former tenant shall not qualify for Beausoleil First Nation housing programs until such costs have been repaid in full or where a repayment agreement is in place as required within this policy.
- 28.5 Vacant Unit Inspection
- 28.5.1 The housing department shall inspect any unit determined to have been left vacant by the tenant.
- 28.5.2 An inspection shall be completed and a written unit condition inspection report shall be prepared. A copy of the report shall be placed in the tenant's file (refer to Appendix I). Where the inspection confirms repairs are required as a result of willful damage or neglect the cost of such repairs shall be determined and the housing department shall:
- a) Forward written confirmation to the former tenant, where a forwarding address has been provided/is known, and demand repayment of the repair costs; and/or
 - b) Note the value of the repair costs as an account owing against the former tenant; and/or
 - c) File a report of damages to the local police department.
- 28.5.3 Where the former tenant is charged for the cost of repairs that are confirmed to be a result of willful damage or neglect, the former tenant shall not qualify for Beausoleil First Nation housing programs until such costs have been repaid in full or where a repayment agreement is in place as required within this policy.
- 28.5.4 Where the unit is determined to have been abandoned, the policy regarding abandoned units contained within this housing policy shall apply.



SECTION VIII – TENANT DAMAGE, USE OF THE UNIT, SUBLETTING

29.0 Tenant Damage

- 29.1 The housing department may, at all reasonable times, and with 24 hours written or verbal notice to the tenant, enter the unit to examine its condition.
- 29.2 The tenant is responsible to pay repair costs for damage to the unit that is a result of willful damage or, neglect, vacated/abandoned by the tenant, their guests, or their pets. In such cases the following procedures shall apply:
- 29.2.1 The housing department shall complete an inspection and a written report to confirm the repairs required as a result of willful damage neglect, vacated/abandoned. The report shall include an estimate of costs (labour and material) for the repairs.
- 29.2.2 Within five (5) working days of receiving the inspection report, the housing department shall issue a written notice of tenant damage (refer to Appendix K) to the tenant to confirm the required repairs and offer options to repay the cost of repairs. The options shall include: Security deposit to be held until end of tenancy;
- a) Where the cost of repairs exceeds the security deposit, the tenant can pay the cost of repairs in full or enter into a repayment agreement with the housing department.
- 29.2.3 Where a repayment agreement is entered into shall be on a case by case basis, the tenant shall pay a minimum of 15% of the estimated costs by cash, money order or certified cheque on the date the agreement is entered into.
- 29.3 Where the tenant does not pay for the repairs within the date specified or, enters into and does not honour a repayment agreement for the repairs, the housing department shall enforce consequences for a breach of the Section 95 agreement as confirmed within this policy. All instances of tenant damage shall be recorded in the tenant's file and remain on file indefinitely.
- 29.4 Where, during the move-out inspection, there are repairs required as a result of willful damage or neglect, the housing department shall notify the tenant in writing of the amount of the repairs and shall request apply the security deposit toward the cost of the repairs. Where repair costs exceed the security deposit the housing department shall:
- a) Forward written confirmation to the former tenant, where a forwarding address has been provided/is known, and demand payment of the repair costs; and/or
- b) Note the value of the repair costs as an account owing against the former tenant.



- 29.5 Where the former tenant is charged for the cost of repairs that are confirmed to be a result of willful damage or neglect, the former tenant shall not qualify for Beausoleil First Nation housing programs until such costs have been repaid in full or where a repayment agreement is in place as required within this policy.

30.0 Use of the Unit and Property

- 30.1 The unit and property are intended to be used only for the purpose of a private family residential dwelling by the authorized tenant.
- 30.2 All household structures and appliances in place prior to a tenant moving in are the property of Beausoleil First Nation. Appliances are not to be lent, sold, traded or held as collateral.

31.0 Subletting

31.1 Unit Without a Rent-to-Own Option

A tenant occupying a Section 95 unit that does not include a rent-to-own option has no authority to permit other persons to move into the unit and no right to sublet or assign the unit. Where a tenant sublets or assigns the unit this is a breach of the Section 95 agreement and the policy regarding termination of tenancy with cause, as noted within this housing policy, shall apply.

31.2 Unit With a Rent-to-Own Option

- 31.2.1 A tenant occupying a Section 95 unit that includes a rent-to-own option may sublet the unit where they have first received written approval from Council to do so (refer to the section within this policy that confirms the conditions under which a tenant may retain tenancy during an indefinite absence).
- 31.2.2 The tenant shall submit a written request, signed and dated, to the housing department confirming their request to sublet the unit and include the following information:
- a) The unit location/identifier; and
 - b) The period of the sublet (confirm the beginning date, month and year and ending date, month and year if known); and
 - c) The reason for the sublet; and
 - d) The names of all of the persons subletting the unit, including age and gender; and



- e) Contact information of the persons subletting the unit (home phone, work phone and cell phone if applicable).
- 31.2.3 The housing department shall submit the request to sublet to Council for review. Submission of such a request to sublet does not guarantee approval.
- 31.2.4 Where Council confirms that the sublet is approved the tenant may sublet the unit under the following conditions:
- a) The tenant and the sub-lessee shall enter into a sub-lease agreement with Beausoleil First Nation and the agreement shall confirm the timeframe of the sublet; and
 - b) The housing department shall confirm the monthly rent to the sub-lessee and that person shall agree, in writing, to pay the monthly rent directly to Beausoleil First Nation; and
 - c) The sub-lessee is responsible for all other housing charges related to the unit; and
 - d) The sub-lessee is responsible to abide by the terms of the sub-lease agreement and this housing policy.
 - e) The tenant is responsible to repair any willful damage or neglect caused to the unit by the sub-lessee.
- 31.2.5 Where a sublet is approved by Council but the tenant is unable to identify a sub-lessee, they may authorize the housing department to identify a sub-lessee on their behalf. In such cases, the tenant shall sign an agreement releasing Council of any responsibilities should the sub-lessee fail to honour the terms of the sublet agreement.
- 31.2.6 Where Council does not approve the sublet the tenant shall remain responsible to pay all housing costs including monthly rental payments and other housing charges for the duration of their absence, where such absence has been approved by the housing department as detailed within this housing policy.
- 31.2.7 Where the sublet is not approved and the tenant is unable or unwilling to remain responsible to pay all housing costs as noted above and thereby violates the terms of their Section 95 agreement and/or the housing policy, the tenant shall surrender the unit to the housing department.
- 31.2.8 Where a tenant sublets the unit without prior written approval from Council this is a breach of the Section 95 agreement and the housing policy and the housing department may terminate the tenancy agreement, and any occupants/sub-lessee(s) shall be evicted from the unit and the housing department shall take steps to reacquire the unit.



SECTION IX – ABSENCE FROM THE UNIT, ABANDONED UNIT

32.0 Temporary or Indefinite Absence from the Unit by the Tenant

32.1 Temporary Absence from the Unit

32.1.1 A temporary absence is defined as:

- a) 30 days or not less than 6 months or as approved

32.1.2 Where the tenant shall be away temporarily from the unit the tenant is not required to notify the housing department of their absence.

32.1.3 During a temporary absence the tenant shall remain responsible to:

- a) Pay all housing costs including rent, hydro/utilities/heat and other service charges and arrange for an on-site visit at least twice per week by a family member to ensure the unit remains protected against the elements and the unit and property are maintained in good order; and
- b) Pay the cost to repair damage (labour and material) to the unit that occurs during their absence; and
- c) Provide the family member caring for the unit with contact information (telephone and mailing address) for the period of their absence.

32.2 Indefinite Absence from the Unit

32.2.1 An indefinite absence is defined as a period greater than 30 consecutive days but less than 6 months.

32.2.2 Where the tenant shall be away indefinitely from the unit the tenant is required to notify the housing department and request approval to retain tenancy during the indefinite absence (refer to Appendix L). Submitting such a request does not guarantee approval.

32.2.3 Where the tenant shall be away from the unit for an indefinite period as defined above, they may be permitted to retain tenancy only where they are vacating the unit during this period due to:

- a) Employment; or
- b) Education; or
- c) Medical treatment

32.2.4 Where the tenant shall be away from the unit for an indefinite period for reasons not relating to employment, education or medical treatment, they shall not be permitted to retain tenancy and shall be required to permanently vacate the unit as outlined in the Section 95 agreement and this housing policy. Where tenancy is terminated and the Section 95 agreement includes a rent-to-own option, the rent-to-own option shall also be terminated without any compensation due to the tenant. The rent to own option is not transferrable to another Beausoleil First Nation unit.



- 32.2.5 As a condition of approval, during their absence the tenant shall:
- a) Remain responsible to pay all housing costs including rent, hydro/utilities/heat other housing services; and
 - b) Arrange for a weekly on-site visit and regular care of the unit by a family member to ensure the unit remains protected against the elements and the unit and property are maintained in good order. Where the tenant does not arrange for proper care and the housing department is required to carry out monitoring inspections and/or unit or property care and maintenance, the tenant shall be charged for the cost of the housing department carrying out these services; and
 - c) The tenant shall be responsible to pay the cost to repair damage (labour and material) to the unit that occurs during their absence.
- 32.2.6 The housing department shall arrange for an inspection to confirm the condition of the unit before the tenant vacates the unit; the inspection shall be completed according to the move-out inspection requirements of this policy. When the tenant returns to the unit, the housing department shall arrange an inspection to confirm the condition of the unit at the time the tenant returns; the inspection shall be completed according to the move-in inspection requirements of this policy. The tenant shall be responsible to pay the cost to repair damage (labour and material) to the unit that occurs during their absence.
- 32.2.7 Where the tenant is not able or willing to remain responsible to pay all housing costs and arrange for regular care of the unit as noted above, the Section 95 agreement shall be terminated and the tenant shall vacate the unit.
- 32.2.8 Where the tenant fails to notify the housing department of their absence they shall be in breach of the Section 95 agreement and this housing policy and the housing department shall take action to protect the unit and property and/or terminate the Section 95 agreement.
- 32.2.9 Where a tenant fails to notify the housing department of an absence greater than 30 consecutive days the housing department shall consider the unit abandoned and take the steps outlined in this housing policy to secure the unit.
- 32.2.10 The tenant shall be charged for any cost relating to securing the unit or repairing damages.

33.0 Abandoned Unit

- 33.1 Where a unit is vacated for more than 30 consecutive days and the tenant has failed to provide written notice of their absence to the housing department, the unit shall be considered abandoned by the tenant. The housing department may take action necessary to secure the unit (i.e. boarding up windows to prevent damage by



vandalism, enter into the unit to weatherproof during the winter season, etc.). Where this is done the housing department shall invoice the tenant for the cost of the repairs (labour and materials).

- 33.2 Where the tenant continues to make the monthly rent payments as agreed and the housing department is able to contact the tenant and the tenant confirms that they intend to return to the unit the housing department shall confirm to the tenant that:
- a) The tenant is responsible to request approval to retain tenancy during an indefinite absence from the unit (up to 6 months as defined in this policy); and
 - b) It is the tenants' responsibility to arrange and pay for the care of the unit during their absence (regular maintenance and repairs, uninterrupted supply of heat and power, etc.); and
 - c) Where care is not arranged/carried out and the housing department must take action to secure the unit, the housing department may charge the cost of such actions to the tenant; and
 - d) Any repairs that are a result of the unit being left unoccupied during the tenants' absence shall be the responsibility of the tenant. The housing department is not responsible to carry out or pay for such repairs.
- 33.3 The housing department shall take steps to safeguard the rights of the tenant and shall confirm, to the best of its knowledge, that the tenant has permanently abandoned the unit by carrying out the following actions:
- a) Visiting the unit on three separate occasions to attempt to contact the tenant and being unable to do so; and
 - b) Making two attempts to contact by phone the tenant or, if known, a family member of the tenant to confirm the tenant's intent to return to the unit; and
 - c) Issuing two written notices to the tenant by registered mail (requiring confirmation of receipt by the tenant), to the most recent mailing address provided to the housing department by the tenant. The housing department shall maintain evidence of receipt of the notice by the tenant or where the mail is returned as unclaimed or undeliverable; and
 - d) Securely attaching the written notice to the door of the unit. A notice attached to the door is presumed to have been legally served on the third day after it is attached; and
 - e) Confirming that the tenant has stopped making the monthly rental payment; and
 - f) Visiting the unit and from an external inspection, confirming whether the tenant's possessions remain in the unit; and
 - g) Contacting neighboring occupants and obtaining written confirmation from them, as independent witnesses, to confirm that to their knowledge the tenant has not occupied the unit in the past 30 day period.
- 33.4 Where the housing department confirms that the unit has been left in an insecure state, as noted within this housing policy, the housing department has the right to



enter the unit and secure the unit including changing the locks.

Where the housing department enters the unit, a written notice shall be left on the door of the unit informing the tenant that the locks have been changed and that if the tenant requires access they must contact the housing department at the address supplied in the notice to obtain a replacement key.

- 33.5 Where tenancy is terminated and the Section 95 agreement includes a rent-to-own option, the rent-to-own option shall be terminated without any compensation due to the tenant. The rent-to-own option is not transferrable.
- 33.6 Where the former tenant has left personal property in the unit/on the property, the following shall apply:
- 33.6.1 The housing department shall remove the former tenant's personal property and place it in storage for 30 days and shall keep a written or photographic inventory of the property. The housing department shall invoice the former tenant for the cost of removal of their possession and other related charges as noted within this policy.
 - 33.6.2 The housing department shall post a notice on the front door of the unit to notify the former tenant that the property is in storage and shall provide contact information for the former tenant to reimburse the housing department for costs related to removal/storage of same and to retrieve their belongings.
 - 33.6.3 Where the former tenant does not contact the housing department to reclaim their personal property within the 30 day period, the housing department may dispose of the property in such a manner as may be determined by the housing department. The housing department shall maintain the written/photographic inventory and details of the disposal of the property for 2 years following the date of disposal.
 - 33.6.4 Notwithstanding the above, the housing department may dispose of the personal property if the housing department believes that:
 - a) The property has a total value of less than \$500; or
 - b) The cost of removing, storing and selling the property would be more than the proceeds of its sale; or
 - c) The storage of the property would be unsafe.
 - 33.6.5 Where the housing department incurs expenses as a result of action taken as noted above, including but not limited to repairs and the cost of the removal of the personal property, such costs shall be deducted from the former tenant's security deposit. Where such costs exceed the security deposit the housing department shall:
 - a) Forward written confirmation to the former tenant, where a forwarding address has been provided/is known, and demand



repayment of the repair and other costs; and/or

b) Note the value of the repair costs as an account owing against the former tenant.

33.7 Where the former tenant is charged for repairs and other costs that are a result of abandoning the unit, the former tenant shall not qualify for Beausoleil First Nation housing programs until such costs have been repaid in full.



SECTION X – REACQUIRED UNIT, EXPIRY OF THE LOAN TERM

34.0 Reacquired Unit

- 34.1 Where the First Nation reacquires a Section 95 unit as a result of termination of tenancy either by the First Nation or by the tenant, the First Nation reserves the right to either:
- a) Carry out repairs required to bring the unit to minimum standards and continue to operate the unit as a Section 95 unit without an option to purchase until the loan term has expired (the mortgage has been paid in full); or
 - b) Carry out repairs required to bring the unit to minimum standards and offer the unit to another eligible rent-to-own applicant. The eligibility criteria, application process, Section 95 agreement and the housing policy for the Beausoleil First Nation Section 95 housing program shall apply; or
 - c) Remove the unit from the Section 95 portfolio (i.e. pay the outstanding mortgage loan balance and relinquish any remaining CMHC subsidy) where an analysis of costs confirms this is the most cost effective option.

34.2 **New Rent-to-Own Tenant– Loan Term**

Where the First Nation approves an applicant who meets the rent-to-own eligibility requirements as noted within this policy the applicant shall be required to execute a new Section 95 agreement. The term for the new agreement shall be the greater of the remaining loan term for the unit.

35.0 Expiry of the Loan Term

On expiry of the loan term the First Nation shall either:

- a) Where the Section 95 agreement does not include a rent-to-own option, operate the unit as a First Nation rental unit and the Beausoleil First Nation rental housing policy shall apply; or
- b) Where the Section 95 agreement includes an option to purchase (option for homeownership) the First Nation shall follow the processes within this policy relating to exercising the option to purchase.



**SECTION XI – EXERCISING THE OPTION TO PURCHASE, CERTIFICATE OF POSSESSION,
SALE OF THE UNIT BY THE HOMEOWNER**

36.0 Exercising the Option to Purchase

36.1 Conditions for Exercising the Option to Purchase

The First Nation shall grant the tenant an option to purchase the unit under the following conditions:

- a) The loan term for the Section 95 unit has expired (the Section 95 mortgage loan has been paid in full); and
- b) The tenant has paid in full all rent and other housing charges owing on the Section 95 account; and
- c) The tenant has met all of the terms and conditions of the Section 95 agreement; and
- d) The tenant has no arrears on other accounts with the First Nation; and
- e) The tenant is a member of Beausoleil First Nation and entitled to hold a Certificate of Possession on Beausoleil First Nation; and
- f) The tenant has met all of the terms and conditions required to exercise the option to purchase.

36.2 First Nation Responsibilities

36.2.1 Subject to all the terms and conditions of the Section 95 agreement having been met and 6 months prior to the date of the expiry of the loan term, the housing department shall provide a written notice to the tenant of the option to purchase the unit.

36.2.2 The notice shall include a request for the tenant to meet with the housing department to review the terms and conditions that shall be met in order to exercise the option to purchase and to discuss the financial and physical responsibilities of the tenant once the option is exercised (e.g. insurance, maintenance and repairs).

36.2.3 The housing department shall confirm the cost to the tenant of exercising the option to purchase.

36.2.4 The First Nation shall release the security deposit to the tenant less any costs incurred by the First Nation related to loss of rental income, repairs or tenant damage within 30 days of termination of the Section 95 agreement.

36.3 Tenant Responsibilities

36.3.1 The tenant shall confirm their wish to exercise the option to purchase by delivering to the housing department a written notice of intent to exercise the option to purchase in a form acceptable to the housing department



which shall include the following (refer to Appendix M for a sample of such notice):

- a) A statement which confirms the tenant's intent to exercise the option to purchase; and
- b) Clear identification of the unit; and
- c) A request for the First Nation to issue a Certificate of Possession for the unit; and
- d) The request shall be signed by the tenant and dated; and
- e) Where the option is being exercised when the loan term has expired and the mortgage balance has been paid in full, the request shall be accompanied by payment of one (1) dollar.

37.0 Certificate of Possession

37.1 Eligibility for a Certificate of Possession

In all cases the following requirements must be met in order for the First Nation to issue a Certificate of Possession:

- a) The housing department shall confirm that the loan term for the Section 95 unit has expired (the mortgage loan has been paid); and
- b) The tenant must request that the Certificate of Possession be issued to them in their name; and
- c) The tenant being issued the Certificate of Possession must be a Beausoleil First Nation member and entitled to hold a Certificate of Possession on the Beausoleil First Nation; and
- d) The Beausoleil First Nation lands department shall confirm that the land to which the Certificate of Possession applies has been surveyed by a Canada Lands Surveyor.

37.2 Issuing the Certificate of Possession

After the loan term for the unit has expired and the housing department has confirmed that the tenant is interested and eligible to exercise the option to purchase, the housing department shall notify the lands department. The lands department shall undertake the process required to issue a Certificate of Possession for tenant for the unit.

37.3 First Nations Council Resolution

The Certificate of Possession shall be confirmed through a First Nations Council Resolution no later than 90 days after receipt of the request and confirmation that all conditions have been met. The First Nation shall request that AANDC issue a Certificate of Possession for the premises in favour of the tenant and/or designate.

37.4 Responsibilities of the First Nation and the Homeowner



After the Certificate of Possession for the unit has been issued:

- a) The Section 95 agreement shall terminate; and
- b) The First Nation shall have no further interest in the unit; and
- c) The First Nation shall have no further obligation to insure the unit; and
- d) The homeowner shall be responsible for all costs associated with the unit including but not limited to maintenance, repairs and insurance.

38.0 Sale of the Unit by the Homeowner

The homeowner has the right to sell the unit after Certificate of Possession has been transferred to the homeowner subject to the following conditions:

- a) The purchaser shall be a member of Beausoleil First Nation and all governed applicable laws; and
- b) On sale of the unit the homeowner is responsible to pay all related sale and closing costs at the date of closing of the sale.



SECTION XII – MARITAL BREAKDOWN, DEATH OF A TENANT

39.0 Marital Breakdown

All Matrimonial laws will be in effect at Beausoleil First Nation

40.0 Death of a Tenant

To be developed



Policy Title: BEAUSOLEIL FIRST NATION SECTION 95 HOUSING POLICY

Date Approved: December 15, 2015

Motion: 15-1215.11



APPENDIX B – APPLICATION FOR SECTION 95 HOUSING



APPENDIX C – AFFORDABILITY ANALYSIS

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Instructions for Housing Staff

As part of the housing program, tenants must make monthly payments. They may also be responsible for housing costs they may not be required to make in their current accommodation (i.e. heating, insurance, repairs, etc.).

An affordability analysis is an important part of the application package so that both the housing department *and* the applicant can determine whether the applicant can afford to make the required housing payment and pay for other related housing costs. The housing staff should assist the applicant to complete this form.

Step 1 – Confirm Monthly Household Income

Ensure the applicant includes the net household income (after deductions) from all sources of all adult members who will be living in the unit. The exception is income earned by dependants who are attending school full-time.

Step 2 – Confirm Monthly Housing Expenses

Important – Complete this section of the affordability analysis before the interview!

This information should be based on the past year's average operating costs for the unit that the applicant is applying for, or similar costs (i.e. average heating costs).

Step 3 – Confirm Non-Housing Expenses

Have the applicant review and fill in each item on the list to ensure they are considering all non-housing expenses.

Step 4 – Affordability (amount remaining)

Take the net monthly income from Step 1, then deduct the monthly amount of housing expenses noted in Step 2, then deduct the applicant's non-housing monthly expenses from Step 3. This will demonstrate to the applicant whether they can afford the monthly housing payment and other related housing costs *and* their current non-housing expenses.



AFFORDABILITY ANALYSIS - WHAT HOUSING COSTS CAN I AFFORD?

Applicant Name: _____

Housing Unit #: _____

Date of Interview: _____

Step 1 Determine Monthly Household Income

List the regular NET monthly income (after deductions) for all permanent adult members of the household who shall be living in the unit.

<u>Net Monthly Income</u>	Average monthly income amount
Net employment income (after taxes and deductions)	\$
Social Assistance benefits	\$
Pension benefits	\$
Employment insurance benefits	\$
Child Tax Benefit	\$
Alimony, child support	\$
Other income	\$
Total net monthly income	\$

Step 2 Expected Monthly Housing Expenses

This section will be completed with a representative of the housing department who will give you the average housing costs you can expect to pay based on the average costs for the type of housing you have applied for.

Expected Housing Related Expenses	Average Monthly Amount
Rent/mortgage/occupancy charge, maintenance fee, loan payment	\$
Utilities (if paid separately including hydro, water/sewer, garbage pick-up)	\$
Insurance	\$
Repairs and maintenance	\$
Other costs (specify)	\$
Total housing-related expenses	\$



AFFORDABILITY ANALYSIS - WHAT HOUSING COSTS CAN I AFFORD?

Step 3 Determine Non-Housing Expenses

Now calculate all of your current monthly non-housing expenses.

<u>Current Non-Housing Expenses</u>	Average monthly amount
Groceries	\$
Clothing	\$
Child care, school/sporting fees and related expenses	\$
Phone, cable, internet	\$
Insurance (house, car, medical)	\$
Car/truck loan payment	\$
Gas and other transportation costs including car repairs	\$
Personal loan payments	\$
Credit card payments	\$
Entertainment	\$
Other debts	\$
Savings	\$
Total Monthly Non-Housing Expenses	\$

Step 4 Affordability (Amount remaining)

Total net monthly income from Step 1		\$
Total monthly housing expenses from Step 2	<i>Minus</i>	\$
Amount available for monthly non-housing expenses	<i>Equals</i>	\$
Total non- housing-related expenses from Step 3	<i>Minus</i>	\$
Difference	<i>Equals</i>	\$



APPENDIX D – SECTION 95 HOUSING NEEDS ASSESSMENT

**Beausoleil First Nation – Housing Department
Section 95 housing Needs Assessment**

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Applicants Name		Points
Co-Applicant's Name		
SECTION #1 – PERSONAL INFORMATION		
On-Reserve Member Over 1 year	Score 20 points	
On-Reserve Member Less than 1 year	Score 15 points	
Off-Reserve Applicant	Score 10 points	
Number of Dependents	Score 5 points per person (max 20 points)	
TOTAL POINTS FOR THIS SECTION (OUT OF 65)		
SECTION #2 – CURRENT LIVING CONDITIONS		
Living in Parent's/Relative's Home	Score 15 points	
Living in a Section 95 unit	Score 10 points	
Length in Present Unit	Score 5 points per year (max 20 points)	
Over-crowded condition (see note 1)	Score 5 points per person (max 20 points)	
TOTAL POINTS FOR THIS SECTION (OUT OF 75)		
SECTION #3 – GENERAL INFORMATION		
Number of Times Applied	Score 5 points per year (max 20 points)	
TOTAL POINTS FOR THIS SECTION (OUT OF 20)		
SECTION #4 – REFERENCES		
<i>Please Note: A reference letter from a parent/relative can be used as a reference.</i>		
1. Rental Reference	Score out of 5 points	
2. Hydro/utility Reference	Score out of 5 points	
TOTAL POINTS FOR THIS SECTION (OUT OF 10)		
SECTION #5 – BFN RENTAL HISTORY		
<i>Please Note: This section shall be used a demerit system if the applicant has had any of the following in the past (e.g. arrears caused by a shortfall).The applicant must have entered into and be honouring a repayment agreement.</i>		
1. Previous Housing Arrears	Deduct 10 points – Repayment acct in good standing	
2. Damages	Deduct 20 points – Repayment acct in good standing	
TOTAL POINTS FOR THIS SECTION (OUT OF 30)		
TOTAL POINTS FOR THIS APPLICATION (OUT OF 200)		



**Beausoleil First Nation – Housing Department
Section 95 housing Needs Assessment**

Page 2 of 2

Notes for Needs Assessment

1) National Occupancy Standards

To determine the point allocation for overcrowding, the following guidelines shall be used:

- One bedroom for each cohabiting adult couple,
- One bedroom for each household member 16 years of age and over,
- One bedroom for 2 children of the same sex up to 16 years of age
- One bedroom for 2 children of opposite sex up to 7 years of age

2) Housing Arrears – Refers to housing related payments (rental arrears and/or outstanding accounts including money owing for repairs as a result of tenant damage/neglect on a BFN Section 95 unit), owed to Beausoleil First Nation and not received for which an applicant has entered into a repayment agreement with Beausoleil and has paid as agreed for six consecutive months.

3) Damages – Refers to damages caused to a BFN Section 95 unit by the actions of willful damage or neglect of the applicants, the unit occupants, or their guests or their pets to which the tenant is responsible for repairing at their own costs. The applicant must have entered into a repayment agreement with BFN to repay the cost of damages and has paid as agreed for six consecutive months.



Policy Title: BEAUSOLEIL FIRST NATION SECTION 95 HOUSING POLICY

Date Approved: December 15, 2015

Motion: 15-1215.11

APPENDIX E – SECTION 95 AGREEMENT



APPENDIX F –REPAYMENT AGREEMENT

Repayment Agreement

Tenant Name:	
Tenant Name:	
Account Number	
Monthly Payment Charge \$	Amount of Payment Arrears \$

Agreement to repay arrears between

The Tenant(s) _____

-And -

Beausoleil First Nation

I/we the Tenants, acknowledge the amount of arrears owing on our account of \$_____. In order to repay full amount of arrears I/we agree to pay the regular monthly payment due on the 1st of each month plus an additional amount for the period noted below, as follows:

Due Date (1 st of the month)	Regular monthly payment amount		Arrears recovery amount	Total
	\$	+	\$	\$
	\$	+	\$	\$
	\$	+	\$	\$

- I/we hereby submit a payment of \$(15% of the total arrears) as an initial repayment of the arrears.
- I/we understand that failure to meet the repayment arrangements as noted above constitutes grounds for Beausoleil First Nation to take corrective action as outlined in the housing policy.

Tenant Signature:	Date:
Tenant Signature:	Date:
Beausoleil First Nation Housing Manager:	Date:

*case by case basis



APPENDIX G –NOTICE FROM THE TENANT TO PERMANENTLY VACATE THE UNIT

Notice to Permanently Vacate the Unit

To: Housing Department
Beausoleil First Nation

From: Tenant Name: _____

Tenant Name: _____

Unit Address: _____

For tenants giving notice to terminate the Section 95 agreement/permanently vacate the unit

Note: The tenant must provide notice to terminate the agreement at least one full calendar month before the end of the tenancy.

I/we the undersigned _____ hereby give 30 day notice to permanently vacate the unit. I/we shall be moving out on _____.

I/we agree to continue to pay, in full, all rent and other housing charges as required under the terms of the Section 95 agreement until the end of the calendar month that I/we am legally permitted to vacate the unit as confirmed by delivery of this notice, unless Beausoleil First Nation confirms in writing that I/we can end tenancy in advance of the date confirmed in this notice.

I/we have delivered this notice to Beausoleil First Nation (please check one)

- In person to a representative of the housing department.
- By mail at least five days before this 30 day notice begins.

Tenant Signature

Date

Tenant Signature

Date

Important – If you fail to give the 30 day notice to vacate, you are still obligated to pay rent until the end of the calendar month for which this 30 day notice applies.

Note: Tenant should keep a copy of this notice.



APPENDIX H – NOTICE OF TERMINATION OF TENANCY FROM BEAUSOLEIL FIRST NATION

Date: _____ Address of the Unit: _____
The Tenant(s) _____
Tenant Tenant

Notice delivered: Hand-delivered to the tenant (date _____) Attached to the front door (date _____)
 Hand-delivered to an adult who lives with the tenant (date and name _____)

Notice of termination, notice to quit, demand for possession

You are in default of your obligation to follow the terms and conditions of the Section 95 agreement in order for continued use and occupation of the unit. Notice of termination is provided for the following reason(s);

- Tenant knowingly gave false information to Beausoleil First Nation (hereinafter referred to as ‘the landlord’).
- Tenant is in arrears of the rental payments.
- Tenant or a person permitted on the 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, a 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) has damaged the Section 95 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 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.

Notice to Quit and Demand for Possession

Beausoleil First Nation (the landlord) hereby gives you notice to vacate the unit located at _____ no later than 12:00 o’clock midnight on _____, _____, 20___. Failure to do so shall require the landlord to obtain an Order of Possession or other lawful notice to seize the property.

Signed

Beausoleil First Nation
705-247-2051



APPENDIX I - UNIT CONDITION REPORT

Unit Condition Report

Unit Location: _____ Unit Number: _____ Date: _____

Condition Codes:	NC-needs cleaning, NP-needs painting, NSP – needs spot painting, RP-replace, NR-needs repair, SC-scratched, OK - indicates items is in good working order/undamaged							
	Items	Poor	Fair	Good	Comments	Move in	Move out	Annual
Entryways								
Front Door								
Storm Door								
Back Door								
Lighting/electrical								
Other _____								
Kitchen								
Cupboards								
Countertops								
Sinks/plumbing								
Flooring								
Walls/ceiling								
Doors/doorways								
Windows								
Lighting/electrical								
Other _____								
Dining Area								
Walls								
Flooring								
Walls/ceiling								
Windows								
Lighting/electrical								
Other _____								
Living Room								
Walls/ceiling								
Flooring								
Doors/Doorways								
Windows								
Lighting/electrical								
Other _____								
Hallway/Landing								
Walls/ceilings								
Flooring								
Lighting/electrical								
Smoke detector								
Other _____								

Page 1 of 3 initialed by: _____ (Tenant) _____ (Tenant)
 _____ (Beausoleil First Nation)



Unit Condition Report

Unit Location: _____ Unit Number: _____ Date: _____

Condition Codes:	NC-needs cleaning, NP-needs painting, NSP – needs spot painting, RP-replace, NR-needs repair, SC-scratched, OK - indicates items is in good working order/undamaged						
Items	Poor	Fair	Good	Comments	Move in	Move out	Annual
Bathroom							
Toilet							
Vanity							
Basin/taps							
Shower/bathtub taps							
Flooring							
Doors							
Walls/ceiling							
Plumbing							
Lighting/electrical							
Other _____							
Bedroom #1							
Closet (door, shelving)							
Walls/ceiling							
Flooring							
Doors/doorway							
Windows							
Lighting/electrical							
Other _____							
Bedroom #2							
Closet (door, shelving)							
Walls/ceiling							
Flooring							
Doors/doorway							
Windows							
Lighting/electrical							
Other _____							
Bedroom #3							
Closet (door, shelving)							
Walls/ceiling							
Flooring							
Doors/doorway							
Windows							
Lighting/electrical							
Other _____							

Date: _____
 Page 1 of 3 initialed by: _____ (Tenant) _____ (Tenant)
 _____ (Beausoleil First Nation)



Unit Condition Report

Unit Location: _____ Unit Number: _____ Date: _____

Condition Codes:	NC-needs cleaning, NP-needs painting, NSP - needs spot painting, RP-replace, NR-needs repair, SC-scratched, OK - indicates items is in good working order/undamaged						
Items	Poor	Fair	Good	Comments	Move in	Move out	Annual
Exterior							
Light fixtures							
Steps/landing							
Railing							
Siding							
Other _____							
Exterior Grounds/Structures							
Fencing							
Shed/storage bin							
Carport							
Yard							
Other _____							
Appliances				Serial Number			
Fridge:							
Stove:							

Comments:

The inspection of the premises was conducted on (date) by (_____) and by (tenant's name)."

Tenant (check one that applies)

"I, (name of tenant) 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 _____."

Inspection Completed By: _____
(Housing Department Representative) Date: _____

Inspection Viewed By: _____
(Tenant) Date: _____

Inspection Viewed By: _____
(Tenant) Date: _____



APPENDIX J–NOTICE TO ACCESS THE PREMISES

To: _____
Tenant Tenant

Date:

Housing Unit Identification:

Notice to Access the Premises

Beausoleil First Nation hereby gives notice of the intent to access the premises to carry out:

- Repairs or maintenance work
- An inspection of repairs/renovation work
- An annual inspection/unit condition review
- A move-in inspection/unit condition review
- A move-out inspection/unit condition review
- Other _____

The authorized representative of Beausoleil First Nation intends to access the property between 8:00 a.m. and 8:00 p.m. on _____ or a mutually agreed time.

Please contact the housing department at 705-247-2051, extension 225 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 housing department to provide 24-hour notice to access the unit without consent and they shall do so accompanied by a witness to the inspection.

Please note that the Beausoleil First Nation representative is required to provide proper identification before entering the unit. If you have any questions or concerns, please contact the housing department at 705-247-2051, extension 225.

Housing Department
Beausoleil First Nation



APPENDIX K – NOTICE OF TENANT DAMAGE

Notice of Tenant Damage

Date:

To: _____
Tenant Tenant

Address of the unit:

Notice delivered: By registered mail Posted on front door of the unit (date: _____)

Notice of Tenant Damage

As confirmed by the inspection dated _____ of the above noted unit for which you are the tenant, you, your guest(s) or other occupant(s) of the unit or your pet(s) has willfully or negligently caused damage to the unit and/or property. The inspection report confirms the following damage to the unit/property and the estimated repair cost for each item:

Repair item	Estimated repair cost

Under the terms of the Section 95 agreement, and as a condition of your continued occupancy of the unit, you are obligated to repay the cost of the tenant damage. Repair costs can be paid in full (cash, money order, certified cheque, or Interac debit) and must be paid within 30 days of the date of this notice or, a repayment agreement can be entered into with Beausoleil First Nation to repay the costs over an agreed upon amount of time.

Please contact the housing department by phone at 705-247-2051, extension 225 or in person no later than _____ to confirm how you shall repay the cost of the tenant damage. Failure to do so shall result in legal action being taken to enforce the terms of the Section 95 agreement.

*Provide 3 quotes

Housing Department
Beausoleil First Nation
Phone: 705-247-2051, extension 225



APPENDIX L - NOTICE OF A PLANNED ABSENCE BY THE TENANT

Date:

To: _____
Tenant Tenant

Address of unit: _____

Notice to vacate the unit on an indefinite basis (a period greater than 30 days but less than 2 years)

I/we the undersigned hereby request approval to retain tenancy of the unit noted above. I/we confirm that:

- I/we shall be away from the unit for a period of less than 6 months for the following reason (check one that applies): Employment Education Medical
- Written confirmation of employment/education/medical (as applicable) is attached herewith.
- The absence shall begin the ___ day of _____, 20__ with a planned return on the _____ day of _____, 20__.
- I/we hereby acknowledge our obligation to continue to pay rent to Beausoleil First Nation and to pay all other housing costs including hydro/utilities, and other housing services including regular maintenance and repairs; and
- I/we confirm that shall arrange for a twice weekly on-site visit (interior and exterior) and regular care of the unit by a family member; and
- I/we acknowledge that failure to honour my/our obligations of the Section 95 agreement shall be a breach of the Section 95 agreement and the housing policy and may result in termination of the Section 95 agreement and/or eviction.

I/we have delivered this notice to Beausoleil First Nation (please check the one that applies):

- In person to the housing department
- By mail at least five days before the 30 day notice begins.

Tenant Signature:	Date:
Tenant Signature:	Date:

Note: Tenant should keep a copy of this notice.



APPENDIX M – REQUEST TO EXERCISE THE OPTION TO PURCHASE

***Refer to Section 37.0 of Policy**

To: Beausoleil First Nation

Unit & Land Identification:

Name of Tenant(s) _____

 Primary Tenant Secondary Tenant

1. Whereas I/we entered into a rent-to-own Section 95 agreement for the unit and land noted herein on _____, _____ I/we hereby submit our request to exercise the option to purchase the unit/property.
2. I/we confirm that:
 - a) I/we have met all of the terms and conditions of the Section 95 agreement and that all rent and other housing charges have been paid in full; and
 - b) I/we understand and acknowledge that upon issuance of a Certificate of Possession by Beausoleil First Nation for the unit and land that:
 - i. The Section 95 agreement shall terminate; and
 - ii. Beausoleil First Nation shall have no further interest in the unit; and
 - iii. Beausoleil First Nation shall have no further obligation to insure the unit; and
 - iv. I/we shall be responsible for all costs associated with the unit including but not limited to maintenance, repairs and insurance.
3. I/we, having met all of the requirements to exercise the option to purchase, hereby request that Beausoleil First Nation issue a Certificate of Possession in respect of the unit and land noted herein.

Where the option to purchase is being exercised on a unit where the mortgage loan has been paid in full
 I/we hereby submit payment of one (1) dollar to Beausoleil First Nations the cost to exercise the option to purchase for this unit.

The unit can also be transferrable to another family member, through either a will or estate.

Signed: _____ Date: _____
 Primary Tenant

Signed: _____ Date: _____
 Secondary Tenant

For housing department use only		
Date Received: By hand ___ By mail ___	Terms and conditions met: Yes ___ No ___	Comments
Chief and Council Approval		
Review Date:	Date Approved:	
First Nation Council Resolution Tabled: _____	First Nation Council Resolution Approved: _____	Confirmation letter sent Date: _____