Statement of Policy and Procedure	
Policy No.	P009
Housing	Housing
Department	
Ownership	
Issue/Effective Date	December 19, 2018

?Akisqnuk First Nation

?AKISQNUK FIRST NATION – RENTAL HOUSING POLICY

Approved by Council on December 19, 2018 As amended March 9, 2022

Policy: No. P009

Issue Date: December 19, 2018

1. **Policy**

The objectives of the Rental Housing Policy are to:

- 1. To be transparent and accountable;
- 2. Protect and enhance the community's investment in housing;
- 3. Protect and extend the life of First Nation rental housing units through the application and enforcement of maintenance, inspection, renovation, and insurance policies; and
- 4. Identify the responsibility for First Nation rental housing between AFN and Tenants.

2. Purpose

The purpose of the Rental Housing Program is to provide rental accommodations that meets health, safety, and structural standards. The Rental Housing Policy ensures that rental housing assistance is made available in a fair and equitable manner and will benefit the community.

The Rental Housing Program applies to housing units built or otherwise acquired by ?Akisqnuk First Nation for the purpose of transitional, supportive, or short-term and longterm rental.

3. Scope

The goal of the Housing Department is to address all housing needs of AFN. The housing program of the future looks to designing and building rental homes that are durable, environmentally friendly, and suited to the needs of families and individuals that will rent from AFN. It also seeks to promote home ownership and partner with homeowners to increase knowledge, skills, and opportunities to build and maintain individually owned homes.

The housing objectives within this goal are to:

- 1. Provide housing opportunities for all registered Members.
- 2. Create opportunities for obtaining housing.
- 3. Design and build a variety of types of quality homes, maximizing use of local materials, skills and labor.
- 4. Develop community capacity and skills for home building, ownership, maintenance and repairs.

- 5. Build homes that are environmentally friendly, energy efficient and water conserving.
- 6. Manage community-owned housing in a way that is equitable and fair.

4. **Definitions**

- "?Akisqnuk" or "AFN" or "Band" means ?Akisqnuk First Nation.
- "Annual Inspection Report" means the report prepared and signed by AFN and Tenant, similar in form to Appendix I.
- "Appeal" means an option for Applicants or Tenants who wish to appeal any decision made under this Rental Housing Policy. The appeal process (described in Appendix A) provides for a review of information and verification that decisions made followed the Rental Housing Policy and community housing goals and priorities. Appeals cannot be used for the purpose of requesting exceptions to the Rental Housing Policy that will not be applicable to all Tenants as a whole.
- "Applicant" or "Applicants" means the person(s) applying for tenancy through the Rental Housing Program.
- "Arrears Recovery Agreement" means a written agreement between the Housing Department and a Tenant for payment of rental areas, substantially in the form attached as Appendix I.
- "Community" or "the community" means AFN.
- "Council" means the AFN Chief and Council.
- "Elder" means a registered Member of AFN who is 60 years of age or older.
- "Eviction" means the legal action taken by AFN to remove a Tenant from a Unit for failing to honor the conditions of their Rental Agreement.
- "Household" means all Tenants living in the Unit.
- "ISC" means Indigenous Services Canda.
- "Housing Committee" or "Committee" means the Committee established by AFN Council to support the delivery and administration of AFN housing programs and services.
- "Housing Department" means AFN staff responsible for housing projects.
- "Landlord Notice of Termination" means written notice from AFN to terminate the Rental Agreement, substantially in the form attached as Appendix F.

- "Member" or "First Nation member" means an individual who is registered status Indian in accordance with the *Indian Act* and a member of AFN.
- "Move-in/Move-out Inspection Report" means the report prepared and signed by AFN and Tenant, similar in form to Appendix J.
- "Notice of Planned Absence" means a notice from Tenant of extended absence from the Unit, substantially in the form of Appendix N.
- "Owned by the Band" means purchased or otherwise acquired by AFN.
- "Qualifying member" and "qualifying applicant" means a Member or Applicant who meets the eligibility criteria for housing assistance under this Rental Housing Policy.
- "Rent" means the amount paid or required to be paid by a Tenant to AFN for the right to occupy a Unit.
- "Rental Agreement" or "Agreement" means a written agreement between the Housing Department and a Tenant for the right to occupy a Unit and includes any renewal of such an agreement, substantially in the form attached as Appendix C.
- "Rental Application" means an application for Units in the form of, or substantially in the form of, Appendix B.
- "Repair and Maintenance Request Form" means a request for repairs and/or maintenance, similar in form to Appendix H.
- "Repair and Maintenance Schedule" means a repair and maintenance schedule for Units similar in form to Appendix G.
- "Rental Housing Program" means the ?Akisqnuk First Nation Band Rental Housing Policy.
- "Rental Housing Policy" or "this Policy" means the ?Akisqnuk First Nation Rental Housing Policy...
- "Social Assistance" or "SA" means the social assistance program of ISC.
- "Tenant" means a person who has signed a Rental Agreement and their Household.
- "Tenant Notice of Termination" means written notice from Tenant to terminate the Rental Agreement and vacate the Unit, substantially in the form attached as Appendix E.
- "Unit" means an AFN owned rental housing unit.

"Working days" means every official working day of the week which include the days between and including Monday to Friday and exclude weekends and public holidays.

5. **Roles and Responsibilities**

5.1 **First Nation Members**

- 5.1.1 Each person is encouraged to contribute their views on existing and future housing programs and services.
- 5.1.2 Members are encouraged to support implementation and enforcement of housing policies approved by Chief and Council.

5.2 **Chief and Council**

- 5.2.1 As the elected leaders of AFN, Council is involved in policy and governance matters and delegates program implementation and daily operations to the Housing Department and Housing Committee.
- 5.2.2 Council is responsible to:
 - approve all budgets related to the delivery and administration a) of housing programs and services;
 - b) ensure all housing programs and services are provided
 - c) approve changes in policy as recommended by the Housing Committee:
 - d) consider and respond to Level 2 appeals of a housing decision; and
 - e) support the enforcement of the Rental Housing Policy.

5.3 **Housing Committee**

- 5.3.1 The Housing Committee is responsible to provide advice and support to the Housing Department with respect to rental housing units, ensure that financial controls are in place and that the Housing Department reports back to the Committee on at least a monthly basis.
- 5.3.2 The key responsibilities of the Housing Committee are to:
 - review and provide direction to the Housing Department on a) Level 1 appeals;

- b) ensure all housing programs and services are provided and upheld;
- c) recommend changes in policy as recommended by the Housing Department and/or Members to Council for approval;
- d) report to Council, at least on a quarterly basis;
- e) support enforcement of the Rental Housing Policy; and
- f) support the work of the Housing Department.

5.4 Housing Department

- 5.4.1 The key responsibilities of the Housing Department are to:
 - a) provide opportunities for quality homes;
 - b) apply and enforce the Rental Housing Policy;
 - c) recommend changes in policy as needed and review goals and priorities annually;
 - d) review all Rental Applications to ensure completeness and eligibility; and allocate Units according to eligibility and selection criteria;
 - e) maintain an up-to-date list of Rental Applications;
 - carry out or oversee repairs and maintenance in a costeffective manner and in accordance with the Repair and Maintenance Schedule;
 - g) monitor the effectiveness of all housing policies and programs and ensure cultural values are upheld in policies;
 - h) report monthly to the Housing Committee on the activities of the Housing Department;
 - i) prepare annual budget requests for the approval of Council;
 - j) prepare an annual report for Council that may include an audited financial statement;

- plan and carry out community workshops on financial education, housing maintenance, and other related housing matters at minimum yearly;
- provide information for Tenants who require assistance in understanding and carrying out their responsibilities as relates to this Rental Housing Program;
- m) host monthly meetings for community to discuss housing matters:
- maintain monthly communication with Members via newsletters on housing matters;
- o) ensure off-Reserve Members are aware of services and updated on housing matters via letter at minimum quarterly;
- p) ensure all housing policies and services are readily available on the AFN website:
- q) maintain all housing files on housing electronic data base on at minimum weekly basis;
- r) actively seek partnerships to enhance housing services and community capacity development on housing related matters;
- s) meet with Tenants monthly to address any need that may affect their housing stability;
- t) ensure resources are available for minor repairs;
- u) reply to membership in writing regarding any requests or appeals and
- v) attend AFN Annual General Meeting.

5.5 Tenants

The key responsibilities of the Tenant are to:

- a) sign a Rental Agreement with the Housing Department and abide by the conditions of the agreement;
- b) set up hydro in the name of the Tenant;
- c) make monthly rent payments in full and on time as agreed to with AFN:

- d) pay all other housing charges as required;
- e) carry out minor repairs and maintenance as detailed in the Rental Agreement and the Repair and Maintenance Schedule;
- f) correct any structural damaged caused by their occupancy;
- g) keep the Unit and property free of health and safety hazards;
- h) ensure that all standard utilities (heat and hot water) are operational at all times:
- i) inform the Housing Department when any changes are made to the number of individuals residing in the Unit;
- inform the Housing Department of any change to personal and i) emergency contact information;
- k) inform the Housing Department of all planned absences from the Unit that are to exceed 30 days;
- I) make arrangement for proper heating during winter absences to avoid pipes and water system damage; and
- report any deficiencies of major appliances to the Housing Manager. m)

6. **Procedures**

6.1 **Eligibility Criteria**

6.1.1 Council and Housing Department are committed to providing fair and equitable access for the benefit of all its Members and strive to maintain transparency in the tenant selection processes. The criteria for determining tenant eligibility and selection have been established and formalized.

6.2 Eligibility

- 6.2.1 To be eligible for the Rental Housing Program, an Applicant must meet the following criteria:
 - not be a homeowner (on- or off-Reserve); a)
 - b) be 16 years of age or older;

- c) complete a Rental Application;
- d) provide verification of stable income;
- e) provide payment of first month's rent when the Rental Agreement is signed;
- f) pay a half (1/2) month's rent damage deposit; and
- g) provide a tenancy history records or tenancy reference.

6.3 An Applicant with a History of Poor Tenancy

- 6.3.1 An Applicant with a history of poor tenancy (cited for rental agreement violations where notice to correct or vacate was issued) shall not be considered eligible for rental housing except where they:
 - a) provide documentation from their most recent landlord that confirms compliance with a Rental Agreement for a consecutive two-year period; or
 - b) where a formal rental agreement is not in place, the Applicant can supply a reference with which the Housing Department can confirm the Applicant's ability to effectively manage the financial and physical responsibilities of occupying a Unit as a tenant.

6.4 Selection Criteria – Priority for Housing Matrix

Housing placement shall be awarded to an Applicant chosen by the Housing Manager after reviewing outstanding Rental Applications and considering prioritized selection criteria based on needs, which include:

- a) family size (with higher scoring for younger children);
- b) seniors (over 60);
- c) persons with disabilities;
- d) current living conditions/ homelessness;
- e) familial link to AFN community; and
- f) Ktunaxa ancestry;

and could further include:

- g) income/ability to pay rent and other housing costs;
- h) credit history; and
- i) references (from landlords, employers or others).

7. Rental Applications

7.1 Rental Application Process

- a) Rental Applications shall be accepted on a continuous intake basis.
- b) New Rental Applications shall be submitted to the Housing Manager at the AFN Administration Office.
- c) The Rental Application will be forwarded to the Housing Department.
- d) Within 30 days of receipt of the Rental Application, the Housing Department will:
 - i) review the Rental Application to confirm:
 - A. it is complete and includes all required information, and
 - B. eligibility in accordance with the Rental Housing Policy;
 - ii) provide written notification to the Applicant to confirm or comment on eligibility; and
 - iii) enter the Applicant (if complete and eligible) on the wait list to be considered as a Unit becomes available.
- e) The Housing Department will keep a written record of its Rental Application review and the reasons for acceptance or rejection based on eligibility and completeness of the Rental Application.
- f) Unit allocation will be determined by the Housing Manager after considering appropriate selection criteria.
- g) Applicants on the waiting list will be notified and offered homes as availability arises.
- h) The Housing Department will maintain the Applicant file in a secure location with access only by authorized representatives of the Housing Department.

- 7.2 An incomplete Rental Application (not fully completed as required and/or supporting documentation not included) or a Rental Application that is unreadable shall be:
 - a) returned to the Applicant; and
 - b) the Housing Department will contact the Applicant to confirm a deadline for the Applicant to provide the missing information. Any incomplete Rental Applications held by the Housing Department is considered inactive until the Applicant provides the missing information.

7.3 Rental Application Approval

- a) As availability of Units arise, the Housing Department will refer to the waiting list and make a Unit rental offer to the Applicant with the highest score according to the matrix. Offer must be made both in writing and in person. When the Applicant is not available in person, the Housing Department must call the Applicant to notify of offer letter being sent.
- b) An Applicant shall have five working days to confirm acceptance of the Unit and arrange an in-person meeting with the Housing Department to sign the required documentation. Failure by the Applicant to confirm acceptance within five days shall result in the Housing Application being returned to the wait list.

7.4 Rental Application Renewal

The Housing Department shall maintain all Rental Applications on a wait list for housing up to March 31st of each year. In April of every year, the Housing Department must contact all Applicants on the list to update their information and confirm list need. A new scoring for the Applicant must be completed each year based on updated information.

7.5 Disposal of Rental Applications

After the Housing Department has contacted all Applicants in the month of April, any Rental Applications that are no longer needed must be shredded.

8. Rental Agreement

8.1 The Rental Agreement is administered in accordance with the terms outlined in the Rental Agreement, this Policy and the applicable AFN Bylaws and regulations. The Rental Agreement confirms the Tenant's obligations and the obligations of AFN.

- 8.2 Once a rental offer has been made to a successful candidate, and prior to occupancy, the Housing Department shall complete an in-person meeting, with the Tenant to go over all aspects of the Rental Housing Program. The meeting could include an orientation package (in which case the orientation package will be signed by both parties and filed by the Housing Department).
- 8.3 During the rental orientation, the Housing Department staff must support Tenants to identify any foreseen support to maintain housing and arrange to provide it either through the Housing Department itself or in collaboration with other departments or agencies as requested by the Tenant. Such supports can include, but are not limited to: training in home maintenance, financial/budget training, cleaning support, mental health/addictions support, home care, etc. Once supports are identified and requested by the Tenant, it is the responsibility of the Housing Department to work with the Tenant to ensure all necessary supports are in place.

During the rental orientation the Housing Staff will walk through Unit identifying all and any discrepancies and ensure it is recorded on file.

- 8.4 As a condition of signing the Rental Agreement, the Tenant shall pay:
 - a) the first month's rent;
 - b) a damage deposit equal to one months' rent; and

if the Tenant has permitted pets:

- c) a pet deposit equal to one-half months' rent.
- 8.5 The Housing Department shall advise the Tenant that they are responsible to arrange for a transfer of hydro services for the rental unit prior to occupancy. When requested, the Housing Department must support Tenants to arrange the transfers by calling services on their behalf.
- 8.6 On execution of the Rental Agreement, the Housing Department shall provide to the Tenant, no later than five days after the Agreement was entered into:
 - a) a copy of the Rental Agreement;
 - b) a copy of any bylaws, AFN rules and regulations that relate to the Unit; and
 - c) a copy of this Policy.

8.7 The Rental Agreement must be renewed every year and it is valid for a period of 12 months. It is the responsibility of the Housing Department to ensure Rental Agreements are renewed appropriately and on time.

9. Rent Payments and Other Housing Charges

9.1 Funds collected as rent payments shall be used to protect AFN's investment in rental housing and to cover the cost of operating and maintaining the rental units.

9.2 Rent Levels

Rent levels shall be determined by AFN and be based on annual operating costs of the given unit (including but not limited to repayment of bank mortgages/loans, third party liability and structural insurance, repairs and maintenance, and replacement reserve). Number of tenants in a home is not sufficient reason for rent modification. Rent levels shall be posted in the Housing Department for each unit. The First Nation reserves the right to implement rent increases on an annual basis. Rental increase notices must be given to Tenants at least 90 days prior to its implementation.

9.3 Rent Payments

- 9.3.1) Rent payments are to be made monthly, payable to AFN.
- 9.3.2) The Housing Department shall give the Tenant written notice of rent increases at least 60 days prior to the effective date of the rent increase.

10. Other Housing Charges

10.1 A Tenant is responsible to pay all charges for utilities including electricity, heat, hot water, gas, propane, telephone, cable and other services or any other amenities to which the Tenant may subscribe or install, unless otherwise indicated in the Rental Agreement. AFN is not responsible for any unpaid or terminated services.

11. Methods of Rent Payment

11.1 Cash, Money Order, Debit or Cheque

Payments by cash, money order, electronic transfer, debit or cheque are to be made payable to AFN. If a payment is made by a personal cheque and is returned by the bank as non-sufficient funds (NSF) two times, cheques will no longer be acceptable method of payment for that Tenant. Where AFN is charged a fee for the NSF cheque, the amount of that fee shall be charged to the Tenants' rental account so that AFN recovers this cost.

11.2 Payroll Deduction

Where a Tenant(s) is an employee of AFN, either full-time, part-time, contract and/or seasonal, the Tenant(s) may enter into a payroll deduction agreement with AFN to have their rent payment deducted from their pay. Monies deducted from payroll on behalf of a Tenant for rent as authorized are detailed on each payroll direct deposit slip and shall be posted to each Tenant's rental account on a monthly basis.

11.3 Social Assistance Shelter Allowance

A Tenant receiving Social Assistance will be required to agree to have the recognized shelter allowance of Social Assistance ("Shelter Allowance") paid directly to AFN for their rent. The Housing Manager will comply with the monthly Income Assistance entitlement in accordance with ISC Policy. Rent charged to Income Assistance recipients will be used as follows:

- a) maintenance reserve;
- b) replacement reserve;
- c) contingency reserve;
- d) maintenance:
- e) administration;
- f) insurance;
- g) audit; and
- h) repairs.

The Shelter Allowance covers rent for one adult person. Rental units where a person in Social Assistance is the only tenant will have rent reduced and established at the maximum Shelter Allowance. Where more than one tenant resides in the unit, tenants will be responsible to pay the full regular rent as established by AFN.

12. Arrears Collection

12.1 Account in Arrears

Rent is due to be paid by the Tenant to AFN monthly on the last day of the month. If rent is not paid on the last day of the month, the rent shall be

considered in arrears unless otherwise stated in the Rental Agreement (for example, if payroll deductions are done weekly or bi-weekly).

12.2 Collection Process

12.2.1 First Notice

A First Notice shall be sent to the Tenant on the **5**th working day of the month from which the payment is missed. The First Notice will remind the Tenant that the account is in arrears and that they must pay the rent arrears in full or meet with a representative of the Housing Department and enter into an Arrears Recovery Agreement to pay the arrears over a mutually agreed upon amount of time. The notice must be sent by registered mail and include a personal visit and phone call to the Tenant. The notice shall include confirmation of the consequences of failing to pay the arrears or make payment arrangements.

12.2.2 Second Notice

If, on the **10**th **working day of the month**, no payment has been received or the Tenant has not entered into an Arrears Recovery Agreement, the Housing Manager must attempt to meet the Tenant in their home and/or call them to attempt contact. If after such attempts, no agreement was made, a second written notice ("Second Notice") will be sent by the end of the 10th working day. The Second Notice must contain amount owed, request immediate payment or Arrears Recovery Agreement, and outline consequences of failing to follow with requested actions. Failure to comply with the Second Notice will result in termination of Rental Agreement and eviction.

12.2.3 Third and Final Notice – Notice to Terminate Tenancy/Eviction

If by the 15th working day of the month the Tenant has neither paid the arrears in full nor entered into an Arrears Recovery Agreement AFN will begin the eviction process.

12.2.4 The Final Notice ("Eviction Notice") must be:

- a) delivered by registered mail to the mailing address noted on the Tenant file; and
- b) posted to the front door of the Unit by a Council member with a thirdparty as witness to the delivery of the Eviction Notice.
- 12.2.5 The Eviction Notice must explain to the Tenant that failure to comply with this final reminder will result in eviction. The Eviction Notice must explain to

- the Tenant that they have 10 days to make payment in full or vacate the Unit with all of their belongings.
- 12.2.6 If after 10 days of the posting of the Eviction Notice, the Tenant has not complied, the Tenant is expected to leave the Unit immediately. On the 11th day of the posting of the Eviction Notice, the Housing Manager and at least one member of the Housing Committee must enter the Unit to ensure Tenants have vacated and to assess Unit conditions. If Tenant(s) have not complied with vacating the Unit, a notice of eviction and failure to comply will be posted on the door of the Band Office and a letter calling on AFN membership to meet and discuss next steps must be mailed out to all registered Members. Such meeting must take place within 30 days of the Eviction Notice. At the meeting Members will be given details of the Rental Agreement and steps taken to prevent eviction. The purpose of the meeting is to receive AFN Member recommendations on next steps. On the working day following the meeting, a note must be posted on the AFN website with meeting minutes. If the meeting recommends eviction, arrangements will be made for three members of the Housing Committee to accompany the RCMP to the Unit to enforce eviction.
- 12.2.7 Immediately after Tenants have vacated the Unit, the Housing Manager will direct the Tenant to contact social services if they have any support needs.
- 12.2.8 Tenants who have been evicted will not be eligible for another rental unit from AFN housing stock until:
 - all arrears payments have been made; and a)
 - b) all costs associated with eviction have been reimbursed to AFN (this can include any Unit damage, change of locks, and legal fees).

13. **Arrears Recovery Agreement**

- To prevent eviction, the Tenant may agree to enter into an Arrears Recovery 13.1 Agreement to pay the arrears. The Arrears Recovery Agreement shall:
 - a) include the amount and date of each payment instalment; and
 - b) ensure that a minimum of \$100 of the arrears is paid each month.
- 13.2 Arrears Recovery Agreements shall be signed by both the Tenant and the Housing Department. The Tenant shall be provided with one signed copy and one copy maintained in the Tenant file.

13.3 If the Tenant fails to honour the Arrears Recovery Agreement, the eviction process noted within Section 12.2 shall start immediately after an agreed arrears payment is not made.

14. Repeated Late Payments

- 14.1 Where the Tenant is repeatedly late with/fails to make their rent payment as agreed, this is a violation of the terms of their Rental Agreement and this Policy and may result in eviction.
- 14.2 After the second instance where a Tenant is late and/or has failed to make their rent payment as agreed within a calendar year (January to December), the Housing Department shall schedule a meeting with the Tenant to review the consequences of failing to honour their payment responsibilities.
- 14.3 The Housing Department shall provide written confirmation to the Tenant that, if there is a third instance where the housing payment is late and/or not made as agreed, the third payment violation shall result in the Housing Department recommending to the Housing Committee termination of tenancy (eviction).

15.0 Termination of the Rental Agreement/Eviction

- 15.1 Termination by the Tenant
 - 15.1.1 If the Tenant wishes to terminate their Rental Agreement, they may do so, without penalty, by giving 30-days written notice to the Housing Department, using the Tenant Notice of Termination. The Tenant Notice of Termination shall confirm: the address of the Unit, the date that the Tenant shall vacate, and the Tenant's agreement to continue to pay in full all rent and other housing charges as required under the terms of the Rental Agreement until the end of the calendar month for which the 30-day notice applies. The notice shall be signed by the Tenant(s) and dated.
 - 15.1.2 The notice shall be delivered:
 - A) by hand to the Housing Manager; or
 - B) by registered mail to AFN at least five days in advance of the 30-day notice period.
 - 15.1.3 The Tenant shall vacate the Unit on or before 1:00pm on the end date of the notice period. A Tenant who has not moved out by 1:00 pm on the last day of tenancy shall be responsible for any costs incurred by AFN because of the delay (i.e. costs to accommodate the incoming Tenant and store their belongings, contractor costs for

repair work, etc.). In the event content is left behind it will be liquidated for rental recovery and/or may be given to charity.

15.2 Termination by AFN

AFN may terminate the Rental Agreement by giving the Tenant written Landlord Notice of Termination (refer to Appendix F) where there has been a breach of the Rental Agreement, this Policy and/or for any of the following:

- a) Tenant is in arrears or repeatedly late making the required rent payments.
- b) Tenant knowingly gave false information to AFN.
- c) Tenant of a Person permitted on the property by the Tenant, or the Tenant's pet(s), has either:
 - i) Significantly interfered with or unreasonably disturbed another tenant, a neighbouring occupant or AFN, or
 - ii) Seriously jeopardized the health or safety or lawful right of another tenant, a neighbouring occupant or AFN.
- d) Tenant has engaged in illegal activity that has, or is likely to:
 - i) damage AFN's property; or
 - ii) adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant, a neighbouring occupant, or AFN.
- e) Tenant has caused damage to the Unit or property and:
 - i) has not done the mandatory repairs to the Unit or property after receiving the required notification from AFN; or
 - ii) has not paid AFN for repairs carried out by AFN as a result of wilful damage or neglect by the Tenant or their guest(s).
- f) Tenant has failed to comply with AFN Housing Policies or bylaws.
- g) Tenant has assigned, leased or sublet the Unit.
- h) Tenant has abandoned the Unit for a period longer than two months without written notice to the Housing Department.
- i) A Tenant is operating a business out of the Unit without prior approval by Council.

16. Eviction Process

- 16.1 The Housing Department must issue all eviction notices in accordance with this Policy. In case where eviction is due to any other reason than failure to pay rent, a meeting with community must take place prior to issuing eviction notices. The Housing Department must always hold a community meeting prior to enforcement of eviction by RCMP.
- 16.2 An eviction meeting hosted by the Housing Department as per Section 12.2.6 must be attended by at least five community Members, which can include members of Council, committees, or boards. If the minimal number of Members do not attend the meeting, a notice on the AFN website will be posted of failure to obtain sufficient community participation and scheduled time for eviction enforcement by RCMP.
- 16.3 Eviction action shall be taken only as a last resort after the Housing Department has made and documented efforts to meet with the Tenant and counsel them on the consequences of failing to resolve the breach of the Rental Agreement and/or this Policy. This is an effort to provide every chance for settlement, as opposed to removing the Tenant from the Unit.
- 16.4 Units that are vacant by eviction may not be rented again for 30 days after vacancy to allow for:
 - a) Community appeal time frame, if applicable; and
 - b) Complete cleaning and repair of Unit to ensure suitable living conditions.

17. Community Appeal to Eviction

- 17.1 In cases where ten or more community Members, not including the evicted Tenants, choose to appeal an eviction process, an appeal must be available. Such group must notify Council in writing of their appeal. The appeal must include:
 - a) reasoning for appeal;
 - b) suggested alternative to eviction; and
 - c) rationale on how the alternative solution is of maximum benefit to the community as a whole.
- 17.2 An appeal must be made within five days of eviction enforcement or once eviction notice has been posted.
- 17.3 Council must decide on the appeal at the next scheduled Council meeting. Such decision will be final. A letter of Council's appeal decision must be

- posted on the website within one week of final decision, along with a letter sent directly to the Tenant in question.
- 17.4 Where the appeal is in the Tenant's favour, AFN must immediately communicate the decision where the Tenant will be allowed back on the premises and will be allowed repossession upon signing an arrears agreement (if applicable) and a new Rental Agreement. Second evictions regarding the same Tenant(s) may not be appealed and must adhere to this Policy.

18. Insurance

- 18.1 AFN shall provide insurance against damage to the Unit structure by fire and other perils and shall provide other liabilities insurance on all rental units. AFN shall not provide Tenant's content insurance.
- 18.2 The Tenant will be responsible to obtain and pay the cost of insurance to cover contents/personal belongings. The Tenant may provide a copy of such insurance coverage to the Housing Department to maintain in their Tenant file in the event that the original is misplaced or damaged.
- 18.3 Neither AFN nor the Housing Department is responsible for the contents/personal belongings of the Tenant.

19. Repairs and Maintenance

- 19.1 Tenant's Responsibilities
 - 19.1.1 The Tenant is responsible for the routine maintenance, repairs and day-to-day upkeep of the Unit, and will not be reimbursed for any related costs.
 - 19.1.2 The Tenant shall review and agree to the terms of the Repair and Maintenance Schedule, which shall be signed by the Tenant and by the Housing Department prior to occupancy of the Unit. The Tenant shall be provided with a copy.
 - 19.1.3 The Tenant is responsible to keep the Unit and property free from garbage and debris and unsightly items, including unlicensed vehicles or other equipment.
 - 19.1.4 The Tenant is responsible for the cost of all repairs required as a result of wilful damage or neglect caused by the Tenant, persons permitted in the Unit/property by the Tenant, or their pets.
 - 19.1.5 The Tenant is responsible to immediately report to the Housing Department any accident, break or defect in interior plumbing,

- heating or electrical systems, or in any part of the Unit and its equipment in general.
- 19.1.6 Where a Tenant is requesting repairs or maintenance, the Tenant shall complete a Repairs and Maintenance Request Form and submit it to the Housing Department.
- 19.1.7 The Tenant is not permitted to make any alterations, additions, or improvements to the Unit without the written permission and inspection from the Housing Manager.
- 19.1.8 The Tenant is not permitted to alter or cause to be altered the locking system on any Unit entry door.
- 19.1.9 The Tenant may not remove from the Unit any fixtures, sinks, bathtubs, or appliances, and shall not alter, make additions to or affix any item, fixture or thing to the floors, exterior or interior walls, roof or ceiling of the Unit.

19.2 AFN's Responsibilities

19.2.1 AFN, through the Housing Department, is responsible to maintain the Unit and property in a good state of repair, to carry out preventative repairs and maintenance and to comply with health and safety standards. Refer to Repair and Maintenance Schedule for details of responsibilities.

19.2.2 Capital Items Repairs

All repairs and maintenance of capital items will be calculated according to the amount of rent received by AFN for said Unit. A capital item is defined as a major building component, basic facility or mechanical system with a generally accepted useful life expectancy beyond which any repairs or maintenance are not cost effective. Repairs in such instances would not ensure any extension of the useful life by a reasonable length of time. Capital items include:

- a) Major Building Components:
 - roof replacement.
 - exterior wall finishes having generally accepted definite useful life.
 - exterior doors and windows
 - 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.
- domestic hot water tanks, septic tanks, and pressure tanks.
- 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.
- bathroom facilities such as toilets, sinks, fixtures, vanities, tubs and fixtures.
- d) Other Major Facilities, Equipment and Features
 - interior floor coverings.
 - mechanical laundry equipment such as washers and dryers where such equipment was included commitment.
- 19.2.3 The Housing Department is responsible for repairs and maintenance arising from normal wear and tear and those related to capital items that are not attributed to or caused wilfully or negligently by the Tenant, persons permitted on the property by the Tenant, or their pets.
- 19.2.4 All repairs and maintenance work shall be in accordance with the British Columbia Building Code; AFN bylaws specifying building or other standards, and any other bylaws, codes and regulations applicable to the project.
- 19.2.5 All eligible repairs and maintenance work shall be inspected by the Housing Department or by the agency having jurisdiction.
- 19.2.6 The Housing Department shall keep a record of all repairs and maintenance carried out on a Unit including, reason for the repairs, and the date of the repair work, repair items and costs.
- 19.2.7 The Housing Department shall not repair or replace any damaged item where the damage is determined to be a result of wilful neglect or damage on the part of the Tenant, persons permitted on the property by the Tenant or their pets, except where the Housing Department has agreed to carry out repairs as part of an agreement with the Tenant to resolve Tenant damage as described within this Policy (Tenant repays the cost of the repairs which are carried out by the Housing Department).

19.2.8 With the exception of repairs of an emergency nature or to respond to health and safety issues, or repairs required to address Tenant health (as supported by a letter from a certified health professional) repairs and maintenance shall be made only for a Tenant whose account is not in arrears.

19.3 Emergency Repairs

- 19.3.1 The Housing Department shall provide the Tenant with a 24-hour emergency contact number to report emergency repairs.
- 19.3.2 The Tenant is responsible to immediately report to the Housing Department any emergency repairs.
- 19.3.3 The Housing Department shall make every reasonable effort to respond to eligible emergency repairs within 24 hours of receiving notification from the Tenant.
- 19.3.4 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.
- 19.3.5 The Housing Department shall carry out emergency repairs where these repairs include:
 - a) any accident, break or defect in interior plumbing, heating, or electrical systems, or safety features in any part of the Unit;
 - b) any item that presents a hazard to the immediate health and safety of the Tenant; and
 - c) any item required to prevent the loss of an essential service.
- 19.3.6 Where emergency repairs are confirmed by an inspection to be a result of Tenant damage or neglect, the Housing Department shall complete the repairs and shall request and enter into a repayment plan for repair costs from the Tenant.

19.4 Completing Repairs and Maintenance

- 19.4.1 All requests for repairs and maintenance are subject to budget availability.
- 19.4.2 Where a Tenant is requesting repairs or maintenance, the Tenant shall complete a Repair and Maintenance Request Form (refer to Appendix H) and shall submit the form to the Housing Department.
- 19.4.3 The Housing Department may request an inspection to confirm:

- a) the eligibility of the repair/maintenance;
- b) the materials required; and
- c) whether the repairs are within the capabilities of the Housing Department or if the repairs are to be contracted out to qualified service providers (i.e. electrical, mechanical, and plumbing systems).
- 19.4.4 The Housing Department shall review all inspections and prioritize all requests in the order as follows:
 - a) emergency repairs;
 - b) non-emergency repairs or maintenance that is related to health and safety;
 - c) non-emergency repairs or maintenance for all other items; and
 - d) where repair requests include emergency and non-emergency repairs, non-emergency items shall be considered separately with other requests for non-emergency repairs and such requests shall be dealt with in the order in which they are received.
- 19.4.5 Where the repair or maintenance work is to be carried out by the Housing Department, a work order shall be prepared, and the repair/maintenance shall be completed in the order of the date in which the work order was approved.
- 19.4.6 All repair or maintenance work shall be inspected by the Housing Department or by the agency having jurisdiction.
- 19.4.7 The costs of repairs that are determined to be a result of wilful damage or neglect on the part of the Tenant will be deducted from the damage deposit. Any further outstanding amounts will be charged to the Tenant's rental account (refer to the tenant damage section of this Policy).
- 19.5 Financial Authorities for Repairs and Maintenance

The Housing Department has the authority to approve expenses/contracts for repairs and maintenance within the budgets approved by Council.

20. **Garbage Collection and Snow Removal**

- 19.1 Garbage Collection
 - a) AFN does not provide garbage collection from AFN Units.
 - b) The Tenant shall be responsible for maintaining their garbage bins.

19.2 Snow Removal

- a) AFN shall provide snow removal services for main roadways only.
- b) The Tenant shall be responsible for snow removal from walkways and other areas.
- c) In cases where the Tenant is an Elder and has no means of having snow removed from their driveways, they must notify the Housing Department in writing to request the service. Upon receiving such notice, the Housing Department will arrange for snow removal within one week of request being received. It is the responsibility of the Housing Department to verify the continuous need for such services every year upon rental renewal.

21. Inspections

21.1 Inspection Reports

All inspection reports shall include:

- a) the general condition of the Unit;
- b) the date of the inspection; and
- c) signatures of the inspector and the Tenant, where applicable.

21.2 Annual Inspection

- 21.2.1 All occupied Units shall be inspected annually to record the condition of the Unit both internally and externally. The Annual Inspection Report shall be used to determine the need for any repairs as well as to determine any misuse or negligence on the part of the Tenant.
- 21.2.2 The Housing Department shall send a notice to the Tenant one week in advance of the planned annual inspection to confirm the date, time and purpose of the inspection. 24 hours before the inspection, the Housing Department shall phone the Tenant to remind them of the planned inspection. If the Tenant misses two consecutive scheduled inspections, the Housing Manager shall enter the Unit with or without the Tenant on the 3rd attempt.
- 21.2.3 A copy of the Annual Inspection Report shall be retained in the Tenant file.
- 21.3 Move-In Inspection
 - 21.3.1 The purpose of the move-in inspection is to confirm the physical condition of the Unit before the Tenant takes occupancy and to be

- able to assess changes in the condition of the Unit when the Tenant vacates the Unit.
- 21.3.2 A move-in inspection shall 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 offer the Tenant two opportunities for the inspection.
- 21.3.3 The move-in inspection shall be completed jointly by the Tenant and the Housing Manager.
- 21.3.4 The Housing Department shall complete a Move-in/Move-out Inspection 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.

21.4 Move-out Inspection

- 21.4.1 The purpose of the inspection is to evaluate the condition of the Unit when the Tenant vacates the Unit to determine:
 - a) any repairs required to return the Unit to a marketable condition; and
 - b) any repairs required as a result of wilful damage or neglect on the part of the Tenant, persons permitted on the property by the Tenant or their pets.
- 21.4.2 A move-out inspection shall be completed by the Housing Department and the Tenant on the day the Tenant vacates the Unit, or on another mutually agreed day.
- 21.4.3 The Housing Department shall offer the Tenant two opportunities for the inspection. Every effort shall be made to accommodate the Tenant's preferred inspection date however the Housing Department may complete the inspection and sign the Move-in/Move-out Inspection Report without the Tenant if the Housing Department has provided notice as required and the Tenant does not participate on either occasion, or the Tenant has abandoned the Unit.
- 21.4.4 The Housing Department shall remind the vacating Tenant of the need to be present during the inspection to ensure they are able to represent their interest in case of dispute over alleged wilful damage or neglect of the Unit. The Tenant shall be advised that failure to participate in the inspection may result in the Tenant forfeiting any rights to dispute deductions from the damage deposit for repairs required as a result of a wilful damage or neglect.

- 21.4.5 The Housing Department shall complete a Move-in/Move-out Inspection Report. Both the Housing Department and Tenant shall sign the report and the Tenant shall be given a copy.
- 21.4.6 Where the Tenant does not participate in the inspection as noted above, the Unit shall be inspected and signed off jointly by two representatives of the Housing Department or other AFN staff.
- 21.4.7 The Housing Department shall provide a written confirmation to the Tenant of any repairs required to the Unit resulting from wilful damage or neglect.
- 21.4.8 Where the former Tenant is charged for the cost of repairs that are confirmed to be a result of wilful damage or neglect, the former Tenant shall not qualify for housing assistance until the costs have been repaid in full.

21.5 Vacant Unit Inspection

- 21.5.1 A written inspection report shall be completed confirming any deficiencies and attached to the file for that Unit. The Housing Department shall identify repairs resulting from vandalism.
- 21.5.2 Any Unit left vacant for an extended period of time shall be monitored at least twice monthly.

22. **Access to the Unit**

- 22.1 The Rental Agreement provides for a representative of AFN to enter the Unit at all reasonable times to examine the condition of the Unit.
- 22.2 The Housing Department shall not enter Unit unless either:
 - a) an emergency exists;
 - b) the Tenant consents at the time of entry;
 - c) the Tenant gives consent, not more than one month before the time of entry, to enter for a specific purpose;
 - 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 has reasonable grounds to believe that a Tenant has abandoned the Unit; or

- f) the Housing Department has reasonable grounds to believe that illegal activity is occurring/has occurred.
- 22.3 Except in cases of emergency, the Housing Department shall enter the Unit only between the hours of 8:00 am and 8:00 pm.
- In the case of an emergency, the Housing Department representative entering a Unit is to be accompanied wherever possible by a witness (i.e. member of the Housing Committee, AFN administration, or emergency responder). Tenants are to be notified in writing of such an emergency entry and the reason(s) for such entry.
- 22.5 A Tenant shall not change locks on their Unit without AFN's written permission and must provide the Housing Department with a current front door key for emergency access to the Unit.

23. **Tenant Damage**

- 23.1 The Housing Department may, at all reasonable times, and with 24 hours written notice to the Tenant, enter the Unit to examine its condition.
- 23.2 The Tenant is responsible to pay repair costs for damage to the Unit that resulted from wilful damage or neglect by the Tenant, persons permitted on the property by the Tenant, other occupants of the Unit, and for damage caused by their pet(s).
- 23.3 Where repairs are required to the Unit as a result of damage or neglect as noted above, the following procedures shall apply:
 - a) The Housing Department shall obtain an estimate of costs to repair the damage.
 - b) Within five days of receipt of the inspection report, the Housing Department shall issue a written notice to correct tenant damage to the Tenant and to confirm the required repairs and offer options to correct the damage.
 - c) The Housing Department shall request an interview with the Tenant to confirm the preferred arrangement to correct the damage. The Tenant and the Housing Department shall jointly complete an agreement that confirms the process to correct tenant damage.
 - d) Where the Tenant confirms their request to have the Housing Department complete the repairs, the Tenant shall be required to repay the cost of the repairs (labour and materials).

- e) The Housing Department shall arrange for an inspection to ensure the repair work meets quality minimum standards.
- f) All instances of tenant damage shall be recorded in the Tenant's file and remain on file indefinitely.
- 23.4 Where the Tenant fails to honour the terms of the agreement to correct tenant damage, this constitutes a breach of the Rental Agreement, and this Policy and AFN shall take corrective action as outlined in the Rental Agreement.
- 23.5 Any damages caused by the Tenant during their move-out and have been confirmed during inspection or where the Tenant has vacated/abandoned shall be the responsibility of the Tenant.
- 23.6 Where the former Tenant is charged for the cost of repairs that are confirmed to be a result of wilful damage or neglect, the former Tenant shall not qualify for AFN housing assistance until the costs have been repaid in full.

24. **Use of the Unit and Property**

- The Unit and property are intended to be used only for the purpose of a 24.1 private family residential dwelling by the Tenant and occupants listed on the Rental Agreement.
- 24.2 All household structures and appliances in place prior to a Tenant moving in are the property of AFN. Structures are not to be altered in any way without the prior written consent of the Housing Department. Appliances are not to be lent, sold, traded or held as collateral.

25. **Unlicensed Vehicles**

- 25.1 The Tenant shall not keep or store any vehicles including cars, trucks, motorcycles, motorhomes, horse trailers, campers, or any other type of vehicle or recreational vehicle(s) on the rental property unless such vehicles have current and appropriate automobile insurance and registration papers.
- 25.2 No motorhome, camper or any other type of recreational vehicle shall be occupied on the premises. This is consistent with environmental and fire safety regulations.
- 25.3 Should a Tenant fail to abide to this prohibition, unlicensed vehicles may be removed by AFN and any costs associated with the removal will be invoiced to the Tenant.

26. Subletting

- The Tenant shall not have the right to sublet the Unit, in whole or in part, 26.1 nor to assign the Rental Agreement without prior written approval from the Housing Department.
- 26.2 If the Tenant sublets the Unit without prior approval from the Housing Department, this is a breach of the Rental Agreement and will be grounds for termination of the Rental Agreement.

Vacated Units 27.

27.1 Vacating the Unit on a Permanent Basis

Where a Tenant intends to permanently vacate the Unit, they shall provide written Tenant Notice of Termination to the Housing Department at least 30 days before they intend to vacate the Unit. The notice shall be delivered by hand or by registered mail to the Housing Department, at least five days in advance of the 30-day notice period.

- 27.2 Vacating the Unit on a Temporary Basis
 - 27.2.1 Where the Tenant shall be away temporarily from the Unit (an absence greater than seven consecutive days but less than 30 days) they are required to inform the Housing Department of the absence by delivering a Notice of Planned Absence. This shall permit the Housing Department to monitor the Unit.
 - 27.2.2 During their absence, the Tenant shall remain responsible to pay all housing costs including rent, utilities, other housing services and repairs and maintenance.
 - 27.2.3 The Tenant shall be responsible to pay the cost to repair damage (material and labour) to the Unit that occurs during their absence due to neglect.
 - 27.2.4 AFN shall assume no responsibility for lost/damaged property the Tenant's absence. during
- 27.3 Fire Safety/Yard Maintenance
 - 27.3.1 Tenants are responsible for maintaining the home yard and trimming the bushes to reduce risk of fire.
 - 27.3.2 The Tenant must keep all firewood at least 30 feet from the Unit.
 - 27.3.3 Tenants must ensure that no obstruction to the Unit entrance is present at any time.

28. **Abandoned Units**

- Where any Unit is vacated for more than 30 days without notice to the Housing Department, AFN may take action necessary to secure the Unit (i.e. board up the doors and windows to reduce the risk of damage by vandalism). If this is done, the Tenant shall be charged for the related costs.
- 28.2 Any Unit left abandoned for a period longer than 60 days without written notice from the Tenant to the Housing Department shall be considered abandoned by the Tenant. 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 at least three separate occasions to contact the Tenant and being unable to do so.
 - b) Issuing at least two written notices to the Tenant by 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.
 - Making at least two attempts to contact by phone the Tenant, a family c) member of the Tenant, or the alternate contact provided by the Tenant on their Rental Application, to confirm the Tenant's intention to return to the Unit.
 - Confirming that the Tenant has stopped making the monthly rent d) payment.
 - Visiting the Unit and from an external inspection, confirming whether e) the Tenant's possessions remain in the unit.
 - f) written Contacting neighbouring occupants and obtaining confirmation from them, as independent witnesses, to confirm that to their knowledge the Tenant has not occupied the Unit in the past sixty 60-day period.
- Where the Tenant continues to make the monthly rent payments as agreed or 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:

- it is the Tenant's responsibility to arrange and pay for the care of the a) Unit during their absence (regular repairs and maintenance, uninterrupted supply of heat and power, etc.):
- b) 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
- c) any repairs that are a result of the Unit being left unoccupied during the Tenants' absence will be the responsibility of the Tenant. The Housing Department is not responsible to carry out or pay for such repairs.
- 28.4 Where the Housing Department confirms that the Unit has been left in an insecure state, the Housing Department has the right to enter the Unit and secure the Unit including changing of the locks after the 30-day period.
- 28.5 Where the Housing Department secures the Unit, a written notice shall be left on the door of the Unit informing the Tenant:
 - a) that the lock has been changed and if the Tenant requires access, they must contact the Housing Manager to obtain a replacement key;
 - b) the Housing Department will be applying to Council to terminate the Rental Agreement and reclaim the Unit (if the Unit is on-Reserve); and
 - the Housing Manager will be applying to Council to seek permission c) to apply for a court possession order for the Unit (if the Unit is off-Reserve.
- 28.6 The Housing Department shall make a written application to Council to:
 - a) terminate the Rental Agreement and reclaim the Unit (if the Unit is on-Reserve); or
 - b) receive permission to apply for a Court Possession Order for the Unit (if the Unit is off-Reserve).
- 28.7 On receipt of Council approval (if on-Reserve Unit) or a Court Possession Order (if off-Reserve Unit), the Rental Agreement will be terminated, and the Unit shall be reclaimed by the Housing Department.
- 28.8 Where the Tenant has left personal property in the Unit, the Housing Department shall remove the Tenant's personal property from the Unit and place them in storage for 60 days and shall keep an inventory (photographic or written) of the property.

- 28.9 Where the Tenant does not contact the Housing Department to reclaim their personal property within the 60-day period, the Housing Department may dispose of the property in such a manner as may be determined by AFN. The Housing Department shall maintain the inventory and details of the disposal of the property to two years following the date of disposal.
- 28.10 Notwithstanding item Section 28.8 of this Policy, the Housing Department may dispose or liquidate of the personal property if the Housing Department believes that:
 - a) the property has a total value of less than \$500.00;
 - 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 unsanitary or unsafe.
- 28.11 Where the Housing Department incurs expenses as a result of the Unit abandonment, including but not limited to repairs and the cost of the removal of the personal property, the Housing Department will note these costs on the Tenant file and cost recovery may be pursued by the Housing Department.

29. **Martial Breakdown**

In the event that a marriage becomes dissolved during the period of the Rental Agreement AFN encourages the two parties to resolve the decision regarding who will remain in the unit. Where a couple, who are noted as the primary and secondary Tenants on the Rental Agreement separate or divorce and where the two parties cannot reach agreement, the following applies:

29.1 Two AFN Member Tenants

- 29.1.1 Where both Tenants are AFN Members either Tenant may remain in the Unit. AFN will follow the terms of the Separation Agreement or a Divorce Settlement. In the absence of either a Separation Agreement or a Divorce Settlement, the decision as to who remains shall be determined by the Courts and AFN shall abide by that decision. This Policy also applies to individuals living in a common-law relationship. A common-law relationship exists if at least one of the following applies:
 - a) the couple has been living in a conjugal relationship for at least six continuous months;
 - b) the couple are parents of a child by birth or adoption; or

- one of the couple has custody and control of the child (or had custody and control immediately before the child turned 19 years of age) and the child is wholly dependent on that person for support.
- 29.1.2 The remaining Tenant shall advise the Housing Department of the change in occupants. The Housing Department shall amend the Rental Agreement and the Tenant file to confirm the change in occupants.
- 29.2 One AFN Member Tenant and One Non—AFN Member Tenant

Where one Tenant is an AFN Member and the second Tenant is not, the AFN Member shall be provided with the first right to remain in the Unit. The terms of the original Rental Agreement shall remain in place and the Agreement shall be updated to correct the names of the occupants.

30. Death of a Tenant

- 30.1 In the event that the Tenant dies during the term of the Rental Agreement, the Rental Agreement automatically terminates and possession of the premises, excluding personal effects of the deceased Tenant and his/her immediate family and dependents, reverts to AFN within 30 days from the date of death unless:
 - a) there is a secondary or co-Tenant who signed the Rental Agreement at the time of commencement or renewal; or
 - b) an individual (spouse, etc.) residing with the Tenant at the time of the Tenant's death approaches AFN to enter into a new Rental Agreement.
- 30.2 The Unit is not owned by the deceased Tenant, and therefore no member of the Tenant's immediate or extended family or dependents have possession rights to the Unit.
- 30.3 In the event of a Tenant death, should Section 30.1 (a) or (b) not apply, AFN will select a new tenant for the Unit according to this Policy.

31. Sweat Equity

- 31.1 In Cases of Arrears
 - a) In cases where rental or rental unit arears have been accumulated prior to the development of this Policy (December 2019), the Tenant(s) will be allowed to pay arrears in the form of sweat equity. Any work deemed to be of a benefit for the community will be

acceptable as a form of sweat equity. In such cases, the Tenant must meet with the Housing Manager to discuss how they wish to contribute to their community. An Agreement must be made in writing and signed by both the Tenant and the Housing Manager. The Tenant must comply with the signed sweat equity agreement on a monthly basis to avoid the eviction process outlined in Section 12 of this Policy.

b) All sweat equity agreements will be granted \$20/hour of sweat equity. A receipt must be issued to the Tenant at the end of each month verifying the arrears amount that will be subtracted from their debt.

31.2 In Cases of Social Assistance Tenants

Tenants who cannot pay rent due to Federal Laws Shelter Allowance on-Reserve will be required to sign a community contribution agreement. This agreement will require the Tenant to provide 20 hours per month of sweat equity in community services (non-monetary). The community services must be agreeable to both the Tenant and the Housing Department and must be adhered to on a monthly basis to avoid the eviction process outlined in Section 12 of this Policy.

32. Tenant(s) Conduct Requirements:

- 32.1 Where properties are located off-Reserve, strata or city bylaws will apply. The Housing Manager must provide the Tenant with an orientation on these expectations and monitor that they are being adhered to. In cases where the Tenant is in breach of city bylaws or strata laws, the Housing Manager must advocate for the Tenant with the appropriate body and mentor the Tenant on how to achieve compliance.
- 32.2 Where properties are located on-Reserve, the following are mandatory:
 - a) Pets in the yard shall not be loose without the owner's presence.
 - b) Pets that are aggressive and may or have caused danger to the community are not allowed in the rental premises.
 - c) Owners must pick up after their pets.
 - d) Garbage, recycling or other clutter are not allowed to be visible from the road at any time.
 - e) Lawns must be kept, and grass must be cut on a regular basis.
 - f) Driveways must be clear of objects that may restrict entry of safety vehicles.

- Driveways must be ploughed in the winters by the Tenant, or be a g) contractor, at the expense of the Tenant.
- All illegal actives will not be tolerated and will be grounds for h) immediate eviction.
- i) Disorderly conduct, including but not limited to, public drinking, loud noises, and violence will not be tolerated and will be recorded permanently on the Tenant's file. Where such occurrences happen more than three times, the Housing Department will have grounds for eviction.
- j) Regular visitors that are unknown to the community and have caused concerns with neighbours, will not be allowed. Regular is determined as more than four times in a month.

33. **Condemned Homes:**

- The Housing Department will declare a house "condemned" and issue a notice to vacate if valid reasons are present to suggest the house if not safe and adequate for living conditions. In order to issue an order to vacate due to house inadequacy, the following steps must be taken:
 - a) an inspection report must be completed by a certified inspector;
 - b) the matter must be reviewed by the Housing Committee; and
 - c) the matter has been reviewed and approved by Council.
- 33.2 Once the Housing Department, Housing Committee and Council agree that the home is not suitable for living, and where the Housing Department does not have sufficient budget allocated for the repair, a motion will be issued to move with vacate notice.
- 33.3 In such instances, the Housing Department will notify the Tenant in writing giving 60 days to vacate. The Tenant will also be added to the housing list for any future housing opportunities.
- 33.4 The Tenant will be responsible to arrange alternative accommodations. When possible, the Housing Department will support the family in finding a new residence.
- 33.5 The Housing Department will board up the Unit for safety reasons.

34. Rent-to-Own

- 34.1 The 2009 Housing Policy (2009 Policy) states that rental homes may be transferred to the Tenant's name where:
 - a) the mortgage on the rental home has been paid in full;
 - b) Tenants were the same for at least ten years; and
 - c) there are no outstanding arrears.

The 2009 Policy will be honored ONLY for homes that were built prior to 2016, and prior to approval of this 2018 Rental Housing Policy. Such transfers will utilize a House Assignment Agreement substantially similar to Appendix O.

34.2 All rental unit homes build or acquired by AFN after 2016 will remain rental units indefinitely unless an amendment on this Policy is approved and officially recorded by Council.

35. Attachments

Appendix A: Notice of Appeal Appendix B: Rental Application Appendix C: Rental Agreement

Appendix D: Arrears Recovery Agreement
Appendix E: Tenant Notice of Termination
Appendix F: Landlord Notice of Termination
Appendix G: Repair and Maintenance Schedule

Appendix H: Repairs and Maintenance Request Form

Appendix I: Annual Inspection Report

Appendix J: Move-in/Move-out Inspection Report

Appendix K: Notice to Access the Premises Appendix L: Notice to Correct Tenant Damage Appendix M: Agreement to Correct Tenant Damage

Appendix N: Notice of a Planned Absence Appendix O: House Assignment Agreement

APPENDIX A: NOTICE OF APPEAL

Grounds for an Appeal

An applicant/tenant may appeal a decision made under the ?Akisqnuk First Nation Rental Housing Policy (the "Policy") where the appeal falls under one or more of the following categories:

- the Policy was not applied which impacted the outcome of the decision a) being appealed;
- b) there was lack of procedural fairness which impacted the decision being appealed (i.e. any procedural error, improper investigation, discrimination);
- c) new information has come forth rendering the original decision unreasonable: or
- d) the Policy is patently unreasonable (i.e. the Policy cannot be rationally supported or there is a defect in the Policy which is immediate and obvious).

Submitting the Appeal

An applicant/tenant who wishes to appeal a decision made under this Policy shall submit their appeal in writing to the Housing Department within five working days of having been advised of the decision.

The applicant/tenant shall submit a Notice of Appeal (see Schedule A). The Notice of Appeal form is available from the Housing Department.

The applicant/tenant may at any time during the appeal process bring another person with them, who may or may not be involved in the appeal, to discuss their appeal.

The Housing Department shall acknowledge receipt of the Notice of Appeal, in writing, within five working days of receipt of the Notice of Appeal and shall confirm to the applicant/tenant the anticipated date of the appeal review.

Reviewing the Appeal

Level 1 – Appeal Reviewed by the Housing Committee

The Housing Department will forward the appeal by email to the Housing Committee within five working days of receipt of the Notice of Appeal. Wherever possible the Housing Department shall include a brief summary of the decision being appealed and, where applicable, reference to the Policy Item that was applied.

The Housing Committee shall review the appeal and any supporting information and confirm in writing to the Housing Department, within five working days, that either:

- a) the decision being appealed has been revised in favour of the applicant/ tenant: or
- b) the Policy was followed and there are no reasonable grounds for an appeal.

The Housing Department shall provide a written notice to the applicant/tenant of the decision of the Housing Committee within two (2) working days of the receipt of the decision.

Level 2 – Appeal Reviewed by Council

Where the applicant/tenant does not agree with the decision of the Housing Committee they may appeal the decision to Council. The applicant/tenant must resubmit their appeal to the Housing Department within five working days of being provided a decision on their Level 1 appeal.

The Level 2 appeal shall be tabled at the next Council meeting. As part of Council's review of the appeal, the Housing Department shall verbally present to Council confirmation of the related Housing Policies and the processes that were followed regarding the decision that is being appealed and shall confirm the rationale for the decision that was made for the Level 1 appeal.

In considering the appeal Council shall decide whether the Housing Department based its decision according to the Policy, without bias or favoritism and without error in interpretation of the Policy or community bylaws. Where asked to do so, the applicant/tenant may make a verbal presentation to Council on their appeal.

Appeal Decision

Council may, after consideration of all of the information presented during the appeal review meeting, may either:

- confirm that the decision being appealed has been revised in favour of the a) applicant/tenant; or
- b) confirm that the Policy was followed and that there are no reasonable grounds for an appeal.

Council shall provide a decision to the Housing Department within two working days of the Level 2 appeal review meeting.

The Housing Department shall respond in writing to the applicant/tenant within five working days of the Level 2 appeal review meeting to confirm Council's decision regarding the appeal.

The Housing Department shall take action as advised by Council regarding the appeal.

Where Council has confirmed that the decision being appealed has been revised in favor of the applicant/tenant and where the appeal is based on the grounds that the Policy is patently unreasonable. Council shall direct the Housing Department to make amendments to the Policy in the matter of the decision being appealed.

The Level 2 appeal decision shall be final.

Schedule A to Appeal Process

NOTICE OF APPEAL

GROUNDS FOR AN APPEAL:

One or more of the following must apply:

- The Rental Housing Policy was not applied which impacted the outcome of the decision being appealed; and/or
- 2. There was a lack of procedural fairness which impacted the decision being appealed; and/or
- New information has come to light rendering the original decision unreasonable 3. in light of new information presented; and/or
- The Rental Housing Policy is patently unreasonable (i.e. the Policy cannot be 4. rationally supported or there is a defect in the Policy which is immediate and obvious)

To: Housing Manager ?Akisqnuk First Nation 3050 Hwy 93/95 Windermere, BC V0B 2L2

From: Name of Applicant: _ Address: _	
_	
Phone Number: _	
Date of decision Being appealed:	
Description of	
The decision:	
_	
Describe your appeal _	
And attach all supporting _ Documentation:	
	For Office Use:
Date Received Appeal:	
Person receiving appeal:	
Date reviewed by Committee Date reviewed by Council:	9:
Anneal Decision:	

APPENDIX B - RENTAL APPLICATION

1. **Household Information**

Name	Date of Birth	Male or	Relationship to	Status #
First and Last name	(Month/Year)	Female	Primary Occupant	
Primary Applicant:	(Worth / Car)	Terriale	T Tilliary Occupant	•
Secondary Applicant (where				
applicable)				
Dependents (please list all	dependents under 18	years of age th	at will be living in th	ne home)
Other Occupants (Places I	int all ather accurants	that will be live	ing in the home	
Other Occupants (Please I	ist all other occupants	that will be livi	ng in the nome)	
				L
2. Contact Inform	nation			
	Home Phone #	Work Phone #	Other	
Primary Applicant:				
Secondary Applicant				
(where applicable):				
3. Income Inform	nation / Employment	History		
Primary Applicant				
0	-bb-(b			
Source of Income (please ☐ Employed Full-time			ployment Insurance	
☐ Social Assistance	☐ Other (specify): _		ipioyment insulance	
☐ Student	D Other (specify)			
If employed:				
Employer Name:				
Employer Address:				
Employer Telephone Numb	per:			

Secondary Applicant

Source of Income (please check those that apply) □ Employed Full-time □ Employed Part-time □ Employment Insurance □ Social Assistance □ Other (specify): □ Student
If employed:
Employer Name:
Employer Address:
Employer Telephone Number:
Length of Employment: years months weeks
Total Household Income \$ 4. Present Accommodations
What is your current address?
Postal Code:
What type of residence do you live in now? (check one that applies)
□ Townhouse □ Apartment □ House
How many bedrooms are in the residence?
How long have you lived there?
Do you own this residence? ☐ Yes ☐ No
If you pay rent, what is the monthly rental amount?
Do you own any other residences? ☐ Yes ☐ No If yes, how many?

	, , ,			nove from your curre	
5. Accomm	nodation Refere	nces			
Please provide infori	mation on your cui	rrent and last	residenc	e	
	From Date	To Date		Name of Landlord (if applicable)	Phone number fo
Current Address					
Previous Address					
				ı	
Primary Applicant (p	lease print)				
Signed	• ,		Date:		
Secondary Applicant	(please print)				
Signed			Date:		
		OFFICE L	ISE ONL	Υ	
Received by:					
Received on:					
Comments:					

APPENDIX C - RENTAL AGREEMENT

?Akisqnuk First Nation Rental Housing Policy **Rental Agreement**

?Akisqnuk First Nation (hereinafter called the "Band" or "AFN")

,		,		
Hereby Rents to:				
(hereina	after call	ed the "Tenant")		
		ress # (hereinafter referred to N Reserve for the use and occupation as a		
	order ar	Tenant who, having examined the premises nd condition. A "Move-In Inspection" will take ne Unit.		
		and shall continue on a month- nt of \$ Rent is payable on the first n Office. Payment will be made in cash, debit		
The Band reserves the right to imple rental rates for Units shall be set by		nt increase on an annual basis. The monthly ouncil.		
The Tenant must notify the Housing Department when any changes are made to the composition of individuals residing in the Unit. The agreed initial Tenants are as follows:				
Name	Age	Relationship to Primary Tenant		

This Rental Agreement is made upon and subject to the following terms and conditions:

1. The Tenants must attend and participate in an orientation meeting with the Housing Department prior to obtaining possession of the Unit. This is to ensure all rental expectations are clarified. This orientation can also include basic budget workshop, introduction to community supports, and instructions on basic house maintenances.

- 2. The Unit shall be used and occupied by the Tenant for the purpose of a private dwelling house and residence only for the Tenant and his/her immediate family. The Tenant shall not have the right to sublet the Unit, in whole or in part, nor to assign the Rental Agreement or any hereunder without the prior written consent of the Housing Department. The Tenant shall not carry on or permit to have carried on any trade or business without the prior written consent of the Housing Department.
- 3. The Tenant will abide by the Rules, Regulations and Policies made by the Band.
- 4. The Tenant will indemnify and save the Band harmless for all liabilities, fines and claims of any kind for which the Band may be liable or suffer by reason of the Tenant's occupancy of the Unit.
- 5. The Tenant shall be responsible for all electricity, telephone, and television cable rates or charges in respect of the Unit. The Tenant will ensure that there is functioning electricity and heat in the Unit at all times.
- 6. The Unit shall be inspected at least annually by the Band, and the current Tenant must supply the Housing Department with current contact information at all times. The Tenant shall not change any locks at the Unit without the written permission of the Band. The Tenant must supply the Band with a current key(s) for the Unit at all times.
- 7. Should the Tenant fail to take possession of the Premises at the commencement of the Rental Agreement, or abandon the Premises, the Band may take possession without notice, and re-let the premises to whosoever the Band may see fit. Any furniture and effects then remaining on the Premises will be disposed of by the Band. In addition to damages arising from other causes, the damages for failing to occupy the Premises shall be in the amount of rental payable during the remainder of the term of the Rental Agreement.
- 8. The Tenant shall be responsible for keeping the Premises clean and shall repair or cause repair any damage caused by the Tenant or persons permitted on the Premises whether willfully or due to negligence. AFN may enter to view that state of cleanliness and repair, and the Tenant will clean and/or repair any damages according to notice in writing. In the event that the Tenant refuses or neglects to clean or repair the Premises after being notified, AFN may upon written notice to the Tenant, enter upon the Premises and make such repairs or clean the Premises. The cost of such repairs or cleaning services will be added to the next month's rent payment.
- AFN shall maintain the Premises in a good state of repair and fit for habitation. The Tenant will permit AFN to make all repairs to the Premises as the Band may deem necessary.
- 10. The Tenant shall not place, expose, or allow to be placed or exposed anywhere on the Premises within or without, any placard, notice, plate or sign for advertising

- purposes; nor shall the Tenant affix to the Premises or thereon any radio poles or towers or any other object whatsoever, without the written consent of AFN.
- 11. All water pipes, water closets, sinks, baths and accessories shall be protected from damage by frost during winter. The Tenant shall not use them for any other purpose than that for which they were constructed.
- 12. All household structures and appliances in place prior to a Tenant moving in are the property of AFN. Structures are not to be altered in any way without the prior written consent of the Housing Department. Appliances are not to be lent, sold, traded or held as collateral.
- 13. The Tenant shall:
 - a) keep the building(s) on the Premises in an orderly, clean and sanitary condition;
 - b) keep all sidewalks on or in front of the Premises clear of snow and ice, and free of any obstruction;
 - c) keep up and maintain in good order the lawn and any gardens belonging to the Premises: and
 - cut and adequately water all grass belonging to the premises and maintain all trees, bushes, shrubs, plants and flowers from waste, injury or destruction.
- 14. The Housing Committee will decide whether or not pets are allowed in a Unit. In Units where pets are allowed, unless written permission is received from the Housing Department:
 - a) the Tenant may have a maximum of two owned pets, consisting of cats and/or dogs (each not exceeding 25 pounds);
 - b) the Tenant shall be responsible for:
 - i) any damage to Band or other property caused by the pets;
 - ii) cleaning up after the pets;
 - iii) ensuring that the permitted pets are spayed or neutered; and
 - iv) ensuring that the pets do not disturb other Tenants.
 - c) The above pet restriction is effective April 1, 2022. Pets in Units before that date will be allowed to remain, but Tenants will be encouraged to comply with the new restrictions.
- 15. The Tenant acknowledges that AFN has received or may receive funding which requires that eligibility to occupy a Unit is restricted to certain total household income limits or other restrictions. In such case the Tenant, at the request of the Housing Department, shall provide all reasonably requested information to confirm initial and continued eligibility.
- 16. The Tenant shall be responsible for the replacement of any glass, which may be broken, cracked or damaged in any manner during the period of his/her tenancy.

This includes damages caused as the result of the Tenant's negligence or caused by quests allowed on the Premises.

- 17. Roofs, walls, or woodwork shall not be damaged or defaced by the Tenant during the period of his tenancy.
- 18. The Tenant will follow and obey the Rental Housing Policy and all applicable AFN general community rules and policies.
- 19. In the event that the Premises are damaged by fire, lighting, tempest or any other fortuitous event, AFN shall have the option to terminate this Rental Agreement by notice in writing; repair; or rebuild the Premises. In the event that AFN decides to repair or rebuild the Premises, and the enjoyment of the Premises by the Tenant shall be materially interfered with the rent shall be abated in proportion to the extent to which the enjoyment of the Premises is materially interfered with. The Band shall insure the Premises; however it is the Tenant's responsibility to provide their own adequate contents insurance for their own personal belongings.

20.

- a) The Tenant may terminate this Rental Agreement by giving 30 days written notice (using Tenant Notice of Termination form) signed by the Tenant and delivered to AFN either personally or by mail.
- b) AFN may terminate this Rental Agreement by giving written notice (using Landlord Notice of Termination form) to the Tenant. The Tenant shall vacate the Premises by the date prescribed on the notice.
- c) Without restriction the generality of paragraph (b) it is agreed that failure on the part of the Tenant to conform in whole or in part to any of the conditions provided in the Rental Agreement or with applicable the AFN Housing Policies will entitle the Band to terminate the Rental Agreement and to obtain possession of the Premises.
- 21. At the termination of the Rental Agreement, the Tenant shall surrender the Premises in like condition as at the commencement of the term of the present Rental Agreement. A "Move-Out Inspection" will be conducted and compared to the "Move-In Inspection".
- 22. No additional heating units or additional wiring shall be installed on the Premises, unless approved by the Housing Department.
- 23. The Tenant will not do or permit to be done, any act by which a fire hazard or hazards may be created; or through negligence fail to avoid or remove fire hazards on the Premises. The Band may from time to time inspect the Premises for the purpose of discovering any condition on the Premises which, in the opinion of the Band, constitutes a fire hazard. If the Tenant shall fail to remove such fire hazards to the satisfaction of the Band, the Band shall without further notice be entitled to terminate this Rental Agreement.

24. The AFN Council reserves the right to designate this Unit as a "dry house" on receiving any substantiating complaints regarding excessive partying involving the abuse of alcohol and/or drugs.

Should this Unit be designated as a "dry house" the following conditions would be implemented.

- a) no drugs or alcohol except those prescribed by a medical doctor shall be stored or consumed on or around the Unit at any time;
- b) any person other than the Tenant who is either living in the Unit or visiting will also be obliged to honor the "dry house" restrictions and the Tenant will be solely responsible for ensuring that the restrictions are abided by; and
- c) failure to adhere to these conditions will be considered as a breach of this Rental Agreement, and as such grounds for immediate termination of this Rental Agreement and subsequent eviction from the Unit.
- 25. Wherever the singular and masculine are used throughout the Rental Agreement, they shall be construed as if the plural and feminine has been used where required, and the rest of the sentence shall be construed as if necessary grammatical and terminological changes had been made.
- 26. Any changes to the Housing Policies or an additions to the Rental Agreement will be sent to the Tenant with any documentation being signed and dated by the Housing Department.
- 27. For the purposes of this Rental Agreement, the address of the Band shall be 3050 Highway 93/95, Windermere, BC V0B 2L2.
- 28. Upon signing this Rental Agreement, the Tenant acknowledges that he/she has read the AFN Housing Policies and this Rental Agreement in its entirety and understands and agrees to honor its content.

Tenant's phone number:		
Emergency contact number:		
Tenant	Witness	
Tenant	Witness	
Housing Officer	Witness	

APPENDIX D: ARREARS RECOVERY AGREEMENT

Reference Number: Agreement to pay arrears between The Tenant(s): - And - ?Akisquk First Nation		Tenant Name:				
Agreement to pay arrears between The Tenant(s): - And - ?Akisqnuk First Nation 1. I/We, the Tenant(s) acknowledge the amount of arrears on my/our account of \$ In order to pay 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 of Regular monthly payment amount \$	Tenant Nam	e:				
The Tenant(s): - And - ?Akisqnuk First Nation 1. I/We, the Tenant(s) acknowledge the amount of arrears on my/our account of \$ In order to pay 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 of Payment	Reference N	umber:				
- And – ?Akisqnuk First Nation 1. I/We, the Tenant(s) acknowledge the amount of arrears on my/our account of \$ In order to pay 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 of Regular monthly payment amount Arrears recovery amount Total		Agreement to pay	arre	ars between		
1. I/We, the Tenant(s) acknowledge the amount of arrears on my/our account of \$ In order to pay 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 of Regular monthly payment Arrears recovery amount Total amount		The Ten	ant(s):		
1. I/We, the Tenant(s) acknowledge the amount of arrears on my/our account of \$ In order to pay 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 of Payment Arrears recovery amount Total amount					_	
1. I/We, the Tenant(s) acknowledge the amount of arrears on my/our account of \$\frac{\\$}{\}\$. In order to pay 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 of Regular monthly payment amount Arrears recovery amount Total amount		- And	– r			
\$ In order to pay 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 of Payment Arrears recovery amount Total amount		?Akisqnuk F	irst l	Nation		
\$ + \$ \$ \$ \$ - + \$ \$ \$ - + \$ \$ \$ - + \$ \$ \$ - + \$ \$ \$ - + \$ \$ \$	monthl period	y payment due on the 1 st of eac noted below, as follows:				
\$				Arrears r	ecovery amount	Total
2. I/we hereby submit a payment of \$100.00 as an initial payment of the arrears. 3. I/we agree to continue this payment arrangement until the day of at which time it is expected that the arrears will be fully repaid. As the Tenant(s), I/we agree that not meeting these payment arrangements will result in the eviction process being executed, as detailed in the AFN Rental Housing Policy. Tenant Signature: Date:		amount	+		ecovery amount	
 I/we hereby submit a payment of \$100.00 as an initial payment of the arrears. I/we agree to continue this payment arrangement until the day of at which time it is expected that the arrears will be fully repaid. As the Tenant(s), I/we agree that not meeting these payment arrangements will result in the eviction process being executed, as detailed in the AFN Rental Housing Policy. Tenant Signature: Date:		amount \$		\$	ecovery amount	\$
3. I/we agree to continue this payment arrangement until the day of at which time it is expected that the arrears will be fully repaid. As the Tenant(s), I/we agree that not meeting these payment arrangements will result in the eviction process being executed, as detailed in the AFN Rental Housing Policy. Tenant Signature: Date:		amount \$ \$ \$	+	\$ \$ \$	ecovery amount	\$ \$
at which time it is expected that the arrears will be fully repaid. As the Tenant(s), I/we agree that not meeting these payment arrangements will result in the eviction process being executed, as detailed in the AFN Rental Housing Policy. Tenant Signature: Date:		amount \$ \$ \$	+	\$ \$ \$	ecovery amount	\$ \$
	Payment	amount \$ \$ \$ \$	+	\$ \$ \$		\$ \$ \$
Tenant Signature: Date:	2. I/we he a the Ter in the	amount \$ \$ \$ ereby submit a payment of \$100 agree to continue this payment at which time it is expectant (s), I/we agree that not meet	+ + .00	\$ \$ \$ as an initial parrangement that the arrest these payments	payment of the arrent until theears will be fully repent arrangements we	\$ \$ \$ ears. day of paid. As will result
	2. I/we he a the Terin the Policy.	amount \$ \$ \$ \$ ereby submit a payment of \$100 agree to continue this payment at which time it is expectant(s), I/we agree that not meet eviction process being execute	+ + .00	\$ \$ \$ as an initial parrangement that the arrest these payments	payment of the arrest of until theears will be fully repent arrangements we on the AFN Rental	\$ \$ \$ ears. day of paid. As will result
Housing Department Signature: Date:	2. I/we he a the Terin the Policy. Tenant Signar	amount \$ \$ \$ \$ ereby submit a payment of \$100 agree to continue this payment at which time it is expectant(s), I/we agree that not meet eviction process being execute ture:	+ + .00	\$ \$ \$ as an initial parrangement that the arrest these payments	payment of the arrest ont until theears will be fully repent arrangements we on the AFN Rental	\$ \$ \$ ears. day of paid. As will result
Witness Signature: Date:	2. I/we he a the Terin the Policy. Tenant Signa Tenant Signa	amount \$ \$ \$ \$ ereby submit a payment of \$100 agree to continue this payment at which time it is expectant(s), I/we agree that not meet eviction process being execute ture: ture:	+ + .00	\$ \$ \$ as an initial parrangement that the arrest these payments	payment of the arrest ont until theears will be fully repent arrangements we on the AFN Rental Date:	\$ \$ \$ ears. day of paid. As will result

APPENDIX E – TENANT NOTICE OF TERMINATION

Tenant Notice of Termination/Notice to Permanently Vacate the Unit

To:	Housing Department ?Akisqnuk First Nation ("A	AFN")
From:		
Address of Unit:		
the Unit: Note:	-	e Rental Agreement/permanently vacate notice to terminate the Rental Agreement d of the tenancy.
I/we the undersign permanently vacate		hereby give 30 days' notice to ving out on
the terms of the Ren permitted to vacate	tal Agreement until the end the Unit as confirmed by o	nd other housing charges as required under d of the calendar month that I/we am legally delivery of this notice, unless AFN confirms rance of the date confirmed in this notice.
I/we have delivered	this notice to AFN (please	e check one).
☐ In person to a	a representative of the Ho	using Department.
☐ By mail at lea	ast five days before this 30	0-day notice begins.
Tenant Signature		Date
Tenant Signature		Date
Rental Agreement,		y notice to vacate as required in the opay rent until the end of the calendar applies.
Note: tenant should	keep a copy of this notice	<u>).</u>

APPENDIX F - LANDLORD NOTICE OF TERMINATION

?Akisqnuk First Nation ("AFN" or the "Landlord")

Date:

Tenant(s) Name(s):

Address of the Unit (or "Premises"):

Notice delivered (identify delivery method and date):

Notice of Termination, Notice to Quit, Demand for Possession

You are in default of your obligation to follow the terms and conditions of the Rental 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 the AFN (the Landlord).
- Tenant is in arrears of rent payments.
- Tenant (or a person permitted on the property by the Tenant, or the Tenant's pets) has either:
 - o significantly interfered with or unreasonably disturbed another Tenant, a neighboring occupant, or the Landlord; and/or
 - o seriously jeopardized the health or safety or lawful right of another occupant, a neighboring occupant or the Landlord; and/or
 - put the Premises at significant risk.
- Tenant (or a person permitted on the Presmises by the Tenant) has engaged in illegal activity that has, or is likely to either:
 - (a) damage the Premises; and/or
 - (b) adversely affect the quiet enjoyment, security, safety or physical wellbeing of another or the Landlord.
- Tenant (or a person permitted on the property by the Tenant, or the Tenant's pets) has caused damage to the Premises.
- Tenant has not done the required repairs to the Premises; and/or has not paid the Landlord for repairs done to the Premises.
- Tenant has failed to comply with AFN Housing Policies or bylaws.
- Tenant has assigned or sublet the Unit.
- Tenant has abandoned the Unit for a period longer than two months without written notice to the Housing Department.

• Tenant is operating a business out of the Unit without having received approval to do so from the Landlord.

Notice to Quit and Demand for Possession

?Akisqnuk First Nation (the Land	llord) here	by give	s you r	notice to	vacate t	he unit loca	ated
at	no	later	than	12:00	o'clock	midnight	on
						n the Lanc	
seeking an Order of Possession	or taking of	other st	eps to	obtain p	ossessio	n of the Un	it.
_							
Signed,							
20 kiodanuk Firot Nation							
?Akisqnuk First Nation							
(250) 342-6301							

APPENDIX G - REPAIR AND MAINTENANCE SCHEDULE

?Akisgnuk First Nation

Repair and Maintenance Schedule - Roles and Responsibilities

- ?Akisqnuk First Nation (the "Band" or "AFN") and the Tenant are both responsible for aspects of a Unit repairs and maintenance. A repair and maintenance program is followed in order for the Band to develop and work within annual budgets. The Band employs sound management practices in the operation of rental properties, and maintenance programs to ensure Unit meet minimum health and safety standards.
- The Tenant is responsible for maintaining and keeping the Unit in good repair at all times. Failure to do so can result in the termination of the Rental Agreement according to the terms of the Rental Agreement and the Rental Housing Policy.

Band Responsibilities

- 1. The Band shall carry out repairs and maintenance to components of the Unit (including building structure, heating, electrical and interior plumbing) where:
 - a) the repair or maintenance is required on a component that is original to the home at the time of occupancy;
 - b) the component has reached the end of its serviceable life;
 - the repair or maintenance is confirmed to be related to normal wear and c) tear; or
 - d) the repair or maintenance is required as a result of improper construction or installation.

2. The Band shall:

- maintain the Unit to health, safety and housing standards; a)
- coordinate, oversee, and keep proper records of all repairs: b)
- supply each Unit with a fire extinguisher and smoke alarm; C)
- d) have well water tested for quality and test for bacteria every six months; and
- complete an annual inspection. e)

3. With the exception of repairs of an emergency nature or to respond to health and safety issues, or repairs required to address Tenant health (as supported by a letter from a certified health professional) repairs and maintenance shall be made only for a Tenant whose account is not in arrears.

Emergency Repairs

The Band is responsible to respond to emergency repairs that are not a result of willful damage or neglect by the Tenant, their pets or quests. Eligible emergency repairs include:

- any accident, break or deficit in interior plumbing, heating systems, a) electrical systems, hard-wired smoke detectors, or exterior porch light, in any part of the Unit;
- b) any item that presents a hazard to the immediate health or safety of the Tenant: and
- any item required to prevent the loss of an essential service (power, interior c) water, heat).

On receipt of a call, the Housing Department shall make every reasonable effort to respond to eligible emergency repairs within 24 hours of receiving notification from the Tenant.

Tenant Responsibility

The Tenant shall be responsible for all aspects of routine maintenance; including but not limited to:

- a) daily upkeep of the Unit's interior and exterior;
- b) regular maintenance (including window washing, cutting the lawn and yard cleanup, etc.);
- c) all required preventative maintenance required to upkeep the Unit (including all minor repairs/items of routine maintenance, and their associated costs);
- d) contacting the Band as soon as possible if a serious problem arises involving repairs or services that are the responsibility of the Band;
- e) regularly checking the Unit for safety hazards (e.g. loose handrails, fire hazards);
- f) ensuring that all fire extinguishers and smoke alarms are in working order;
- g) maintaining adequate contents insurance (Tenant's insurance) for personal belongings in the Unit;
- h) any repairs required to restore the Unit to normal condition that have become necessary due to damage caused by the Tenant and/or their guests and/or their pet(s).

Failure of the Tenant to make necessary repairs within a maximum of 30 days will result in completion of repairs by the Band. The Tenant will then be sent an invoice for the full cost of labor and materials needed to complete the repairs. If the invoice is not paid within five days, the Band will proceed with serving a Notice to Terminate Tenancy.

Assessing Responsibilities for Repairs and Maintenance

- o The Band shall not repair or replace any damaged item where the damage is determined to be a result of willful neglect or damage on the part of the Tenant, their guests, or their pets.
- o The Band shall not reimburse Tenants the cost of supplies related to their repair and maintenance responsibilities as noted below.

Item	Tenant Responsibility	Band Responsibility
Appliances (washer, dryer, fridge & stove)	 Keep clean and in good working condition. Dryers – clean dryer filter after every use. 	 Supply appliances at move in. Repair/replace only where the appliances have reached the end of its serviceable life.
Basement	 Maintain floors and keep dry. Keep drains clear of debris 	 Repair cracks in basement or foundation where there are concerns regarding structural stability. Repair cracks in the foundation walls.
Chimneys	Keep clear of debris	Inspect annually, check the chimney cap and the caulking between the cap and the roof.
Closet Doors	Repair damage to bi-fold doors.	Repair/replace where the component has reached the end of its serviceable life.
Curtains & Blinds	Clean, repair and replace.	• N/A
Doors and Door fixtures	Repair damage to doorknobs and locking devices.	Repair/replace where the component has reached the end of its serviceable life.
Electrical and lightning	 Replace light bulbs and maintain lighting fixtures in a clean condition. Immediately report problems with electrical circuits, panel box or breakers to the Housing Department. 	Repair/replace where there is an accident, break or defect in the electrical system or where it has

		reached the end of its serviceable life.
Fans Stove & Bathroom	Keep clean, replace filters.	Repair/replace where the component has reached the end of its serviceable life.
Fire Extinguishers	Keep clean and in an area that is easily accessible.	Check gauge on all fire extinguishers; recharge or replace if necessary.
Fireplace & chimney	Keep clear of debris.	Clean chimney annually.
Flooring	 Maintain floors and keep clear of debris. Repair damage to flooring if caused by Tenant or Tenant's guest/pet. 	Repair/replace only where there is a threat to the health/safety of the Tenant or where flooring has reached the end of its serviceable life.
Gutters	• N/A	Clean and repair/replace where it has reached the end of its serviceable life.
Heating & Ventilation	Air exchange filters cleaned or replaced annually.	Repair/replace where there is a defect in the heating system or where it has reached the end of its serviceable life.
Hot Water tank	Keep clear of debris, ensure easy access to technicians.	 Flush and clean annually. Repair/replace where there is a defect or where it has reached the end of its serviceable life
Keys	 Replace lost or damaged. Tenant is not to change the lock without prior approval from the Band. 	Provide keys as required at move-in.
Paint	Repair paint where damage caused by Tenant, their guests or pets (materials and labour).	Painting done as needed.
Plumbing, plumbing fixtures and sinks	 Keep all fixtures, sinks, taps, drains, vents, water pipes, toilets and tanks in good working order. Clean regularly and kept free of debris. 	Repair/replace where there is a break or defect in the interior plumbing or where it has reached the end of its serviceable life.

Roofing (structure, shingles, flashing)	Keep roof clear of debris.	 Check annually. Repair/replace where there is a defect or where it has reached the end of its serviceable life.
Septic Tank	 Ensure appropriate use of sewage systems. Pay cost to repair damage due to overuse, improper use or Tenant negligence. 	 Pump septic tank once yearly, or as required. Repair/replace where there is a defect or where it has reached the end of its serviceable life.

Siding	Do not store items against siding (repair damage related to items placed against siding).	Repair/replace where there is a defect or where it has reached the end of its serviceable life.
Smoke Detectors	Check monthly to ensure operational and replace batteries every six months.	Inspect annually, replace as required.
Vents	Keep clean and free of debris.	Repair/replace where there is a defect or where it has reached the end of its serviceable life.
Walls	Clean interior walls and ceilings.Repair holes or damaged plaster/drywall.	• N/A
Windows & Screens	Keep clean and in working order.Repair damaged windows/window latch.	Repair/replace where the component has reached the end of its serviceable life.
Woodstove	All wood burning systems must be used solely for that purpose and clearances maintained as required by the Band and/or	 Wood burning systems to be cleaned at least once annually. Chimney pipes cleaned.
Yard	Keep clean and clear of debris/garbage.Maintain lawn	• N/A

Tenant Responsibilities - Seasonal Checklists

Fall Checklist

- Check and clean range hood filters.
- Check and clean or replace furnace filters each month during the heating system.
- Vacuum electric baseboard heaters to remove dust.
- Remove the grills on forced air systems and vacuum inside the ducts.
- o Ensure all doors to the outside shut tightly and check other doors for ease of use.
- o Renew door weather stripping if required.
- Ensure windows close tightly.
- Drain and store outdoor hoses.
- Close the valve to outdoor hose connection and drain the hose bib (exterior faucet) unless your house has frost proof hose bibs.

Winter Checklist

- Ensure air vents indoors & outside (intake, exhaust and forced air) are not blocked by snow or debris.
- Check and clean or replace furnace filters each month during heating season.
- Vacuum bathroom fan grille, radiator grilles on back of refrigerator and freezers and empty and clean any drip trays.
- Check fire escape routes and security around home.
- o Check that smoke detectors are functioning properly every month.
- Monitor your home for excessive moisture levels (e.g. condensation on windows).
- Check all faucets for signs of dripping and change washers as needed.
- If you have a plumbing fixture that you do not use frequently, such as a laundry tub
 or spare bathroom sink, run some water briefly to keep water in the trap.
- Clean drains in dishwasher, sinks, bathtubs and shower stalls.
- Test plumbing shutoff valves to ensure they are working and to prevent seizing.
- Examine windows and doors for ice accumulation or cold air leaks.
- Examine attic for frost accumulations. From the ground, check roof for ice dams or icicles.
- Check electrical cords, plugs and outlets for all indoor and outdoor seasonal lights to ensure fire safety; if worn, replace immediately.

Spring Checklist

- Check and clean range hood filters.
- Spring cleaning of your entire home and yard.
- Check and clean or replace furnace air filters each month during the heating season.
- Check smoke and carbon monoxide detectors and replace batteries if needed.
- Clean windows, screens and hardware. Check screens and repair as needed.

- Open valve to outside hose connection after all danger of frost has passed.
- o Examine the foundation walls for cracks, leaks or signs of moisture, and repair as required. Repair and paint fences as necessary.
- Check eaves troughs and downspouts for loose joints and secure attachments to your home, clear any obstructions, and ensure water flows away from your foundation.
- Clear all drainage ditches and culverts of debris.

Summer Checklist

- Check and clean range hood filters.
- Monitor basement humidity and use a dehumidifier to maintain safe humidity levels.
- o Check basement pipes for condensation or dripping, and take corrective action (e.g. reduce humidity and/or insulate cold water pipes).
- Deep clean carpets and rugs.
- Vacuum bathroom fan grill.
- Disconnect the duct connected to the dryer and vacuum lint from duct, the areas surrounding your clothes dryer and your dryer's vent hood outside.
- o Check all guardrails and handrails.
- Check the smooth functioning of all windows and lubricate as required.
- Inspect window putty in and outside of glass panes and replace if needed.
- Lubricate door hinges and tighten screws as needed.
- Check and replace damaged caulking and weather-stripping around windows and doorways.
- o Check exterior wood siding and trim for signs of deterioration; clean, replace or refinish as needed.
- Check for and seal off any holes in exterior cladding that could be an entry point for small pests, such as bats, squirrels.
- o Remove any plants that contact, or roots that penetrate, the side of the brick.

I/we acknowledge and confirm that my/our responsibilities as noted within this document have been explained to me/us and I/we agree to my/our responsibilities as noted within this document:

Tenant Name	Signature	Date
Tenant Name	Signature	Date
?Akisqnuk First Nation	Signature	Date

APPENDIX H: REPAIRS AND MAINTENANCE REQUEST FORM

Request for Repair and Maintenance Form

Tenant Name:	
Contact:	
Address:	
Type of Housing:	
Please describe your request:	
Length of time problem has been occurring:	
Reason for request:	
** Please note that completion of this form of the state	
Expense Approved: Y/N	mos dos siny
Notes:	
Service Provider Contracted:	
Request for repair completed:	
Estimate of Expense:	
PO Number Issued:	
Estimated Completion date: Notes/Follow Up:	
Trotoon one	

APPENDIX I: ANNUAL UNIT INSPECTION

Name of Tenan	nt:		Date of	Inspection: (da	ay-month-year)	
A 1.1	4-111-2					
Address of Ren	ntal Unit:	ı		1	1	
Unit #	Street Address	City		Province	Postal Code	
	-			1	-	
Type of Housin	a:		Teler	ohone Numbei	r:	
71						
<u></u>			•			
Condition Codes:			Uni	t Condition		
G=Good	M=Missing					0 1
F=Fair	D=Damaged		Cor	mment		Code
P=Poor B=Broken	S=Scratched					
S=Stained	D=Dirty					
Entry	Walls and trim					
,	Ceilings					
	Closet(s)					
	Lighting Fixtures/Bu	ılbs				
	Electric Outlets					
	Floor/Carpet					
	Windows/Coverings	S/Screens				
Kitchen	Ceiling					
Kitchen	Walls and trim					
	Floor/carpet					
	Countertop					
	Cabinets and doors					
	Stove/Stove top					
	Oven					
	Exhaust Hood and I					
	Taps, Sink, and stop	opers				
	Refrigerator	1				
	CrisperShelves					
	Freezer					
	Door/ex					
	Closet(s)					
	Dishwasher					
	Lighting Fixtures/Bu					
	Windows/Coverings	S/Screens				
	Electrical Outlets					

Living Room	Ceiling	
	Walls and trim	
	Floor/Carpet	
	Fireplace	
	TV Cable/Adaptor	
	Classif(a)	
	Closet(s)	
	Lighting Fixtures/Bulbs	
	Windows/Coverings/Screens	
	Electrical Outlets	
Dining Room	Ceiling	
_	Walls and trim	
	Floor/carpet	
	Lighting/Fixtures/Bulbs	
	Windows/Coverings/Screens	
	Electrical Outlets	
	Electrical Outlets	
Stairwell and Hall	Calling	
Stairwell and Hall	Ceiling	
	Treads and landings	
	Railing/Banister	
	Walls and trim	
	Closet(s)	
	Lighting Fixtures/Bulbs	
	Windows/Coverings/Screens	
	Electrical Outlets	
	Floor/Carpet	
	1 looi/earpet	
Main Dathroom	Coiling	
Main Bathroom	Ceiling	
	Walls and trim	
	Floor/Carpet	
	Cabinets and mirror	
	Tub/shower/taps/stopper	
	Sink/taps/stopper	
	Toilet	
	Door	
	Lighting Fixtures/Bulbs	
	Windows/Coverings/Screens	
	Electrical Outlets	
	Fan	
14 (D ()		
Master Bathroom	Ceiling	
	Walls and trim	
	Floor/Carpet	
	Cabinets and mirror	
	Tub/shower/taps/stopper	
	Sink/taps/stopper	
	Toilet	
	Door	
	Lighting Fixtures/Bulbs	
	Windows/Coverings/Screens	
	Electrical Outlets	
	Fan	

Other Bathroom	Ceiling	
	Walls and trim	
	Floor/Carpet	
	Cabinets and mirror	
	Tub/Shower/Taps/Stopper	
	Sink/Taps/Stopper	
	Toilet	
	Door	
	Lighting Fixtures/Bulbs	
	Window/Coverings/Screens	
	Electrical Outlets	
	Fan	
	1 all	
Master Bedroom	Ceiling	
Waster Bedroom	Walls and trim	
	Floor/Carpet	
	Closet(s)	
	Door(s)	
	Lighting Fixtures/Bulbs	
	Windows/Coverings/Screens	
	Electrical Outlets	
5 (0)	0.111	
Bedroom (2)	Ceiling	
	Walls and trim	
	Floor/Carpet	
	Closet(s)	
	Door(s)	
	Lighting Fixtures/Bulbs	
	Windows/Coverings/Screens	
	Electrical Outlets	
Bedroom (3)	Ceiling	
	Walls and trim	
	Floor/Carpet	
	Closet(s)	
	Door(s)	
	Lighting Fixtures/Bulbs	
	Windows/Coverings/Screens	
	Electrical Outlets	
Bedroom (4)	Ceiling	
, ,	Walls and trim	
	Floor/Carpet	
	Closet(s)	
	Door(s)	
	Lighting Fixtures/Bulbs	
	Windows/Coverings/Screens	
	Electrical Outlets	
Exterior	Front and Rear Entrances	+
LAtorioi	Patio/Balcony door(s)	+
	Garbage Container(s)	
	Glass and frames	
	Stucco and/or siding	
	Stucco and/or siding	

Utility Room	Lighting Fixture Foundation (cr Roof Gutters Downspouts	es/Bulbs acks or leaks)		
Utility Room	Roof Gutters	acks or leaks)	1	
Utility Room	Gutters			
Utility Room				
Utility Room	Downspouts			
Utility Room	201110000110			
Julity Room	Washer/Dryer			
	Electrical Outle	ntc.	-	
	Ceiling	2 15		
	Walls/Floor		+	+
	vvalis/F1001			
Basement	Stairs and stai	rwells		
	Walls and floor			
	Furnace, Wate	r heater, plumbing		
	Windows/Cove			
	Lighting Fixture	es/Bulbs		
	Electrical Outle	ets		
	Ceiling			
	Chimney – wh	en last cleaned		
01				
Storage				
Key and Controls	Type of key or	control		
rtey and Controls	Type of key or control Rental Unit Entrance			
	I Contai Onit En	tianoc		
	Main Locks			
	Main Locks Rental Unit De	adbolt		
	Rental Unit De			
	Rental Unit De Smoke detecto	ors		
	Rental Unit De	ors		
	Rental Unit De Smoke detecto	ors		
	Rental Unit De Smoke detecto	ors		
Appliance	Rental Unit De Smoke detecto	ors	Comments	
	Rental Unit De Smoke detector Fire Extinguish	ors eers	Comments	
Furnace	Rental Unit De Smoke detector Fire Extinguish	ors eers	Comments	
Furnace (Electric/Wood)	Rental Unit De Smoke detector Fire Extinguish	ors eers	Comments	
Furnace (Electric/Wood) Hot Water Tank	Rental Unit De Smoke detector Fire Extinguish	ors eers	Comments	
Furnace (Electric/Wood) Hot Water Tank Washer	Rental Unit De Smoke detector Fire Extinguish	ors eers	Comments	
Furnace (Electric/Wood) Hot Water Tank Washer Dryer	Rental Unit De Smoke detector Fire Extinguish	ors eers	Comments	
Furnace (Electric/Wood) Hot Water Tank Washer Dryer Water Softener	Rental Unit De Smoke detector Fire Extinguish	ors eers	Comments	
Furnace (Electric/Wood) Hot Water Tank Washer Dryer Water Softener Pressure Tank	Rental Unit De Smoke detector Fire Extinguish	ors eers	Comments	
Furnace (Electric/Wood) Hot Water Tank Washer Dryer Water Softener Pressure Tank Sprinkler System	Rental Unit De Smoke detector Fire Extinguish	ors eers	Comments	
Furnace (Electric/Wood) Hot Water Tank Washer Dryer Water Softener Pressure Tank Sprinkler System Fridge	Rental Unit De Smoke detector Fire Extinguish	ors eers	Comments	
Furnace (Electric/Wood) Hot Water Tank Washer Dryer Water Softener Pressure Tank Sprinkler System	Rental Unit De Smoke detector Fire Extinguish	ors eers	Comments	

Addi	tional comments (Housing Department):
Addi	tional comments (Tenant):
I, (Te	enant's Name)
	Agree that this report fairly represents the condition of the Unit and that any repairs required to restore the Unit to normal condition that have become necessary due to damage caused by the Tenant and/or their guests/pets, whether intentional or due to negligence, will be the responsibility of the Tenant.
	Do not agree that this report fairly represents the condition of the Unit for the following reasons:
Hous	sing Department Signature:
Tena	ant's Signature:

POST INSPECTION REPAIR PRIORITIES

To be completed by the Housing Department after the inspection is complete.
Summary of Repairs to be completed this year:
Damage to the rental Unit or residential property for which the Tenant is responsible:
Notification sent to the Tenant: Y / N

APPENDIX J: MOVE IN/MOVE OUT UNIT CONDITION REPORT

?Akisqnuk First Nation

Unit Condition Inspection Report Move In – Move Out

Legal Name of Tenant:				Move Out D	ate:
Telephone Number				Day Month C	
Address of Re	ntal Unit:			Move-Out-Ir	spection Date:
Unit #	Street Address	City	Province	Postal Code	Day Month Year

Condition Codes:		Condition at Beginning of		Condition at End	
G=Good	M=Missing	Tenancy			
F=Fair	D=Damaged	Comment	Code	Comment	Code
P=Poor	S=Scratched				
B=Broken	DR=Dirty				
S=Stained					
Entry	Walls and trim				
	Ceilings				
	Closet(s)				
	Lighting Fixtures/Bulbs				
	Electrical Outlets				
	Floor/Carpet				
	Windows/Coverings/Screens				
Kitchen	Ceiling				
	Walls and trim				
	Floor/Carpet				
	Countertop				
	Cabinets and doors				
	Stove/Stove top				
	Oven				
	Exhaust hood and fan				
	Taps, sink, and stoppers				
	Refrigerator				
	Crisper				

	Objective :		
	• Shelves		
	Freezer		
	• Door		
	Exterior		
	Closet(s)		
	Dishwasher		
	Lighting Fixtures/Bulbs		
	Windows/Coverings/Screens		
	Electrical Outlets		
Living Room	Ceiling		
	Walls and trim		
	Floor/carpet		
	Fireplace		
	TV Cable/Adaptor		
	Closet(s)		
	Lighting Fixtures/Bulbs		
	Windows/Coverings/Screens		
	Electrical Outlets		
Dining Room	Ceiling		
2	Walls and trim		
	Floor/carpet		
	Lighting Fixtures/ Bulbs		
	Windows/Coverings/Screens		
	Electrical Outlets		
Stairwell and	Ceiling		
Hall	Troods and Landings		
Паш	Treads and Landings Railings/Bannister		
	Railings/Bannister		
	Walls and trim		
	Closet(s)		
	Lighting Fixtures/Bulbs		
	Windows/Covering/Screens		
	Electrical Outlets		
	Floor/carpet		
Main Bathroom	Ceiling		
	Walls and trim		
	Floor/Carpet		
	Cabinets and Mirror		
	Tub/shower/ taps/stopper		
	Sink/taps/stopper		
	Toilet		
	Door	 	
	Lighting Fixtures/Bulbs		
	Windows/covering/screens		
	Electrical Outlets		
	Fan		
Master Bathroom	Ceiling		
	Walls and trim		
	Floor/carpet		
	Cabinets and mirror		
	Tub/shower/taps/stopper		
	Sink/taps/stopper		
	Toilet		
	Door		
	Lighting Fixtures/Bulbs		
	Lighting Fixtures/Dubs		

	Windows/coverings/screens			
	Electrical Outlets			
	Fan			
Other Bathroom	Ceiling			
Guior Baumooni	Walls and trim			
	Floor/carpet			
	Cabinets and mirror			
	Tub/shower/taps/stopper			
	Sink/taps/stopper			
	Toilet			
	Door			
	Lighting Fixtures/Bulbs			
	Windows/covering/screens			
	Electrical Outlets			
	Fan			
Bedroom #1				
Deuroom #1	Ceiling Walls and trim			
	Floor/Carpet			
	Closet(s)			
	Door(s)			
	Lighting Fixtures/Bulbs			
	Windows/coverings/screens			
<u> </u>	Electrical Outlets			
Bedroom #2	Ceiling			
	Walls and trim			
	Floor/carpet			
	Closet(s)			
	Door(s)			
	Lighting Fixtures/Bulbs			
	Windows/coverings/screens			
	Electrical Outlets			
Bedroom #3	Ceiling			
	Walls and trim			
	Floors/Carpet			
	Closet(s)			
	Door(s)			
	Lighting Fixtures/Bulbs			
	Windows/coverings/screens			
	Electrical Outlets			
Bedroom #4	Ceiling			
	Walls and trim			
	Floor/Carpet			
	Closet(s)			
	Door(s)			
	Lighting Fixtures/Bulbs			
	Windows/coverings/screens			
	Electrical Outlets	<u> </u>		
Exterior	Front and rear entrances			
LATOHOL				<u> </u>
	Patio/Ralcony Door(e)	1	i .	
	Patio/Balcony Door(s)			
	Garbage Container(s)			
	Garbage Container(s) Glass and frames			
	Garbage Container(s)			

	Electrical Outlets			
	Ceiling			
	Walls/floor			
Basement	Stairs and stairwell			
	Walls and floors			
	Furnace, water heater,			
	plumbing			
	Windows/coverings/screens			
	Lighting Fixtures/Bulbs			
	Electrical Outlets			
	Ceiling			
Storage				
Keys and	Type of key or control			
Controls	Rental Unit Entrance			
	Main Locks			
	Rental Unit Deadbolt		_	

Additional	comments	(End of	Tenancy	/):	•
, wantional			i Olialio,	, ,.	•

Post Tenancy Photos: Date Taken:	by:	•
----------------------------------	-----	---

End of Tenancy

Dam	age to the rei	ntal unit or r	esidential pro	operty for which	n the Tenant is r	esponsible:
I, (Te	enant's name)				
	become ne	cessary du	e to damage	caused by the	it to normal con Tenant and/or the responsibility o	eir guests/pets,
Land	llord's Signati	ure:				
Tena	nt's Signatur	e:				
Tena	ant's Forward	ding Addre	ess:			
#	Str	eet Address	City	Province	Postal Code	Telephone Number

APPENDIX K: NOTICE TO ACCESS THE PREMISES

To:					
Date:					
Housi	ng Unit Identification:				
	Notice to Access the Premises				
	?Akisqnuk First Nation ("AFN") hereby gives notice of the intent to access the premises to carry out:				
	repair or maintenance work. an inspection of repair/maintenance 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 AFN intends to access the property between 8:00 am and 8:00 pm on				
Please contact the Housing Department at 250-342-6301 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 a 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 AFN representative is required to provide proper identification before entering the Unit. If you have any questions or concerns, please contact the Housing Department at:					
?Akisd	Housing Department 2: Housing Department Akisqnuk First Nation 250-342-6301				

APPENDIX L - NOTICE TO CORRECT TENANT DAMAGE

Date:			
To: (insert	Tenant's name)		
Address of	the Unit:		
Notice deliv	vered: By registered mail Posted on the front door (date:)		
	Notice to Correct Tenant Damage		
are the prin have willful	ed by the inspection dated of the Unit located of which you mary Tenant, you, your guest(s), your pet(s) or other occupant(s) of the Unit lly or negligently damaged the Unit and/or property. The inspection report e following damage to the Unit/property and the estimated repair cost for each		
	Repair Item Estimated repair cost		
	rrect the tenant damage by making arrangements satisfactory to the Department by either:		
۵)	repairing or replacing the damaged item(s) or		
a)	repairing or replacing the damaged item(s) or		

Under the terms of the Rental Agreement, and as a condition of your continued occupancy of the Unit, you are obligated to repair the damage to the Unit no later than (insert date thirty (30) days from the date of notice).

Please contact a representative of the Housing Department by phone at 250-342-6301 or in person no later than (insert date 14 days from the date of the notice) to confirm how you shall correct the Tenant damage.

Housing Department ?Akisqnuk First Nation Phone: 250-342-6301

APPENDIX M – AGREEMENT TO CORRECT TENANT DAMAGE

I/wo the	?Akisḋnuk	nd – First Nation s of Unit:
I/wo tho		
I/wo tho	Address	s of Unit:
I/wo the		
		on to correct Tenant damage in accordance ve agree to correct Tenant damage as noted
	Repair Item	Estimated Repair Cost
The dar	mage shall be corrected by (check or	ne):
□ I,	I/we shall repair or replace the damag	ged item(s):
a	a) I/we agree that the work shall	be completed by
t		repartment shall conduct an inspection of the to confirm that the repair ninimum property standards.

I/we agree that the Housing Department shall complete the required repairs and
I/we agree to repay the Housing Department the full costs of repairing/replacing
the damaged item(s).

Payment Due Date	Payment Amount
	\$
	\$
	\$

I/we understand that failure to meet the arrangement as noted above constitutes grounds for ?Akisqnuk First Nation to take corrective action as outlined in the Rental Agreement.

Tenant Signature:	Date:
Tenant Signature:	Date:
Housing Department:	Date:

APPENDIX N - NOTICE OF A PLANNED ABSENCE BY THE TENANT

To:	Housii	ng Depa	artment, ʔAkisḋnuk First N	lation ("AFN")
From:		Tenai	nt	Tenant
Addre	ess of L	Jnit:		
	ereby k one)	give 30)-days' notice of a planr	ned absence from the Unit for the following:
	the U	nit (an a ning th	absence greater than se	basis – I/we shall be away temporarily from even consecutive days but less than thirty days, 20 and returning the day of
	Vaca	ting th	e Unit on an indefinite	basis
	•	days	for the following reason	Unit indefinitely (for a period greater than thirty s (check one that applies) □ other My/our absence shall , 20 with a planned return on the _, 20
	•	I/we h	nereby request approva	from AFN to: (check on that applies)
			continue to pay all ho housing services including arranged for a weekly	indefinite basis as noted herein. I/we agree to using costs including rent, utilities, and other uding regular maintenance and, I/we have on-site visit (interior and exterior) and regular amily member.
			Enter into a sub-tenan	cy agreement with a sub-letting Tenant and
	•		acknowledge that my/o must be approved by A	ur request to vacate the Unit on an indefinite .FN.
	•	I/we :	acknowledge that subm	nission of this request does not automatically

I/we have delivered this notice to AFN (please check one that applies):

guarantee approval.

 □ In person to a representative of the Ho □ By mail at least five days before the 30 	• •
Primary Tenant Signature	Date
Secondary Tenant Signature (if applicable)	Date
Note: Tenant should keep a copy of this notice	e <u>e.</u>

APPENDIX O - HOUSE ASSIGNMENT AGREEMENT

THIS HOUSE ASSIGNMENT AGREEMENT IS MADE BETWEEN:

?Akisġnuk First Nation ("AFN")

	OF THE FIRST PART
AND:	
(the "Member")	

OF THE SECOND PART

BACKGROUND:

- AFN has legal ownership of the House described in this Agreement. Α.
- B. AFN has paid off the Canada Mortgage and Housing Corporation mortgage that was registered against this house.
- C. AFN has agreed to transfer the House to the Member, on the terms and conditions of this Agreement.

Therefore, the parties agree as follows:

- 1. In consideration of payment of \$1.00, the receipt and sufficiency of which is acknowledged, from the Member or Members to AFN, AFN will transfer its interest in the House, located at
- 2. The House is being transferred to the Member on an "as is-where is" basis. The Member represents that it has satisfied himself that the House is suitable for residential purposes.
- 3. The Member will use the House only for a residential home and for no other purpose.
- 4. The Member is responsible for the provision, connection and maintenance of all utility services and facilities for the House (including water, gas, telephone, electricity, cable, power, heat) and chimney cleaning, septic tank, plumbing and snow shovelling.

- 5. As per ?Akisqnuk First Nation Individually Owned Housing Policy, the Member is encouraged to maintain proper house insurance for the House.
- 6. The Member will maintain the house and yard in conditions as outlined in any present or future Community Plan, Land Code, or community bylaws.
- 7. The Member will peacefully possess, hold and enjoy the House without any interruption or disruption by AFN provided the conditions and terms of this Agreement are observed.
- 8. Any disputes that may arise over the interpretation of this Agreement will be resolved through mediation.

IT IS UNDERSTOOD AND AGREED that the terms of this Agreement are contractual and not a mere recital.

In witness this Agreement has been ex	recuted this day of
SIGNED, in the presence of	?Akisqnuk First Nation
Name	Per:
Address	Per:
Occupation	
SIGNED, in the presence of	?Akisqnuk First Nation Member
Name	Per:
	Per:
Address	Per:
Occupation	