

# Akisqnuq First Nation

## Individually Owned Homes Policy



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## **1.0 Discrepancies and Amendments**

Where there are any discrepancies between this policy and any applicable laws, regulations, ordinances, orders, codes and standards of any federal, provincial, or authority having jurisdiction; then any applicable laws, regulations, ordinances, orders, codes and standards of any federal, provincial, or authority having jurisdiction shall prevail.

All amendments to any applicable laws, regulations, ordinances, orders, codes and standards of any federal, provincial, or authority having jurisdiction shall be considered included in this policy.

## **2.0 Background and Purpose of the Policy**

The purpose of the Akisqnuq First Nation Individually Owned Homes policy is to formalize the respective roles and responsibilities of homeowners and the Akisqnuq First Nation for properties located in Akisqnuq First Nation – Columbia Lake Indian Reserve #3.

Where the legal owner of the unit and property (the homeowner) wishes to be included in regular maintenance program they may enter into an Optional Maintenance Service Agreement (OMSA) with the First Nation. The homeowner makes regular contributions which are held in a non-interest bearing trust account.

The OMSA account is designed so that the Akisqnuq First Nation Housing Department can coordinate basic service maintenance on behalf of the homeowner. A homeowner with a OMSA has the benefit of automatically (unless otherwise specified) being included in all services extended to other band-owned homes, with the related cost deducted from the homeowner's OMSA account, averaged over the full calendar year.

Otherwise individually-owned homes maintenance and upkeep are the responsibility of the homeowner.

Chief and Council of Akisqnuq First Nation and the Housing Committee have approved this policy to guide the delivery and administration of housing services to the community.

## **3.0 Housing Goals**

The goal of the Akisqnuq First Nation (the "First Nation") housing program is to co-operatively maintain the current and future housing. 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 the First Nation.

The housing objectives within this goal are to:

1. Create opportunities to gain ownership of housing and land.
2. Design and build a variety of types of quality homes, maximizing use of local materials, skills and labour.

3. Develop community capacity and skills for home building, ownership, maintenance and repairs.
4. Build homes that are environmentally friendly, energy efficient and water conserving.
5. Manage community-owned housing in a way that is equitable and fair.

#### **4.0 Housing Policy Objectives**

- 4.1 The objectives of the First Nation individually owned homes policy are to:
  1. To be transparent and accountable;
  2. Protect and enhance the community's investment in housing;
  3. Share the responsibility for First Nation between the Akisqnuq First Nation and the homeowners;
  4. To promote individual pride and responsibility for housing.
- 4.2 Priorities within the objectives are established by Council in consultation with and/or upon the recommendation of the Housing Committee.

#### **5.0 Definitions**

“**AANDC**” means Aboriginal Affairs and Northern Development Canada, formerly known as Indian and Northern Affairs Canada (INAC).

“**?akisq'nuk**” means the Akisqnuq First Nation.

“**Akisqnuq First Nation**” or “**Akisqnuq First Nation lands**” means the Columbia Lake I.R. #3 reserve lands.

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

“**First Nation**” or “**the First Nation**” means ?akisq'nuk or Akisqnuq First Nation.

“**Community**” or “**the community**” means ?akisq'nuk or the Akisqnuq First Nation.

“**Council**” means the Akisqnuq First Nation Chief and Council.

“**Community Proposal-Based Project**” means a multi-unit renovation project related to health and safety repairs, funded through Aboriginal Affairs and Northern Development Canada (AANDC).

**“Homeowner” or “the owner”** means the registered owner who holds the legal interest in the unit and property located within the Akisqnuq First Nation.

**“Housing Department”** means the Akisqnuq First Nation staff responsible for Housing projects.

**“Housing Committee” or “Committee”** means the Committee established by Akisqnuq First Nation Chief and Council to support the delivery and administration of Akisqnuq First Nation housing programs and services.

**“Individually Owned Home”** means the housing unit located within the Akisqnuq First Nation for which a homeowner may have a Certificate of Possession.

**“Member” or “band member”** means an individual who is a registered status Indian in accordance with the Indian Act and a member of the Akisqnuq First Nation.

**“Optional Maintenance Service Agreement” or “OMSA” or “agreement”** means a written agreement between the homeowner and the Housing Department that details the terms and conditions of the activities to be carried out by the homeowner and the Band.

**“Optional Maintenance Agreement Account” or “OMSA Account” or “account”** means a non-interest bearing trust account established in the name of the homeowner. The homeowner makes regular monthly contributions to the account that may be used to cover the cost of eligible services through the OMSA.

**“Policy Committee”** means a group of Akisqnuq First Nation representatives whose purpose is to review First Nation policies periodically to ensure the policies are adequate, conform to current procedures, and meet the needs of Akisqnuq First Nation.

**“Qualifying member”** means a member who meets the eligibility criteria for an individually owned home.

**“Tenant”** means a person who has entered into an agreement with the legal owner/landlord of the unit and, who is entitled to exclusive possession and enjoyment of that unit in exchange for meeting the terms and conditions of the agreement.

**“Unit”** means the First Nation rental housing unit occupied by the tenant.

**“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.

## 6.0 Policy Administration

- 6.1 This policy applies to:
- a) All existing and future individually owned homes/units located on the Akisqnuq First Nation - Columbia Lake Indian Reserve #3 lands; and
  - b) All individuals who have or will enter into a Optional Maintenance Service Agreement with the Akisqnuq First Nation for units located within the Akisqnuq First Nation - Columbia Lake Indian Reserve #3 lands.
- 6.2 The Housing Department is responsible for the day-to-day administration and enforcement of all housing programs and services.

## 7.0 Amendments to the Housing Policy

- 7.1 The Akisqnuq First Nation Policy Committee will review this policy periodically to reaffirm its adequacy and conformance to current procedures.
- 7.2 The Housing Department shall present proposed policy amendments to the Housing Committee and the Policy Committee for review.
- 7.3 Where the Housing Committee and the Policy Committee confirm that amendments to this housing policy are necessary, the Housing Department shall present proposed policy amendments to Council for approval.
- 7.4 Council may consult with Akisqnuq First Nation members to discuss the nature of any proposed amendments. The decision of Council shall be final.
- 7.5 Policy amendments approved by Council shall be recorded in the Council meeting minutes and shall be posted at the First Nation Office for thirty (30) days after approval by Council.
- 7.6 Policy amendments take effect the date they are approved by Council.
- 7.7 Where the policy amendment is approved, the Housing Department shall note on a policy amendment list in the format noted below. The policy amendment list shall precede the table of contents. Amendments are numbered consecutively on the policy amendment list by date of approval by Council until such a time that a new issue of the policy is released which contains all of the amendments listed. The reissued policy will be identified by date and each reissue cancels and replaces all previous issues.
- 7.8 Policy Amendment List

<b>First Nation Housing Rental Policy Amendments</b>			
<b>Number</b>	<b>Approval</b>	<b>Date</b>	<b>Description</b>

## **8.0 Roles and Responsibilities**

### **8.1 First Nation Members**

- 8.1.1 As members of Akisqnuq First Nation, each person is encouraged to contribute their views on existing and future housing programs and services.
- 8.1.2 First Nation members are encouraged to support implementation and enforcement of the housing policy approved by Chief and Council.

### **8.2 Chief and Council**

- 8.2.1 As the elected leaders of Akisqnuq First Nation, Chief and Council shall have the final decision-making authority for all housing program and services however Council may delegate the function of policy development to others.
- 8.2.2 Council is responsible to:
- a) Approve all budgets related to the delivery and administration of housing programs and services;
  - b) Review and approve applications for all First Nation rental housing units as recommended by the Housing Committee;
  - c) Ensure all housing programs and services are provided; and
  - d) Approve changes in policy as recommended by the Housing Committee;
  - e) Consider and respond to Level 2 appeals of a housing decision; and,
  - f) Support the enforcement of the housing policy.

### **8.3 Housing Committee**

- 8.3.1 The Housing Committee is responsible to provide advice and support to the Housing Department with respect to the First Nation rental housing units, ensure that the financial controls are in place and that the Housing Department reports back to the Committee on a regular basis, as determined by the Committee.
- 8.3.2. The key responsibilities of the Housing Committee are to:
- a) Review applications for First Nation rental housing units as recommended by the Housing Department and provide recommendations for the most suitable application to Council for approval;
  - b) Review and provide direction to the Housing Department on Level 1 appeals; and
  - c) Ensure all housing programs and services are provided;
  - d) Recommend changes in policy as recommended by the Housing Department and/or First Nation members to Council for approval;
  - e) Report to Chief and Council, as determined by Chief and Council;
  - f) Support the enforcement of housing policy; and
  - g) Support the work of the Housing Department.

## **8.4 Housing Department**

The key responsibilities of the Housing Department are to:

- a) Apply and enforce the housing policy; and
- b) Recommend changes in policy as needed and review housing goals and priorities annually; and
- c) Review all applications for Optional Maintenance Service Agreement (OMSA);
- d) Provide the homeowner with a schedule of service calls and annual statement of account for services rendered;
- e) Carry out or oversee maintenance services in a cost-effective manner;
- f) Monitor the effectiveness of all housing policies and programs;
- g) Report regularly to the Housing Committee on the activities of the Housing Department;
- h) Prepare annual budget requests for the approval of Council; and
- i) Prepare an annual report for Council that may include an audited financial statement; \ and,
- j) Plan and carry out community meetings on housing programs or services.

## **8.5 Homeowner**

The key responsibilities of the homeowner are to:

- a) Abide by the terms of this housing policy; and
- b) Be responsible for the general upkeep of the unit, repairs and maintenance, and insurance; and
- c) Provide the Housing Department with current contact information for emergency purposes; and
- d) Where the homeowner has signed an Optional Maintenance Service Agreement with the Housing Department, the homeowner shall live up to the conditions of the agreement and make contributions to the OMSA account.

## **9.0 Appeals**

### **9.1 Grounds for an Appeal**

A homeowner may appeal a decision made under this housing policy where the appeal falls under one or more of the following categories:

- a) The policy was not applied which impacted the outcome of the decision being appealed;
- b) There was a lack of procedural fairness which impacted the decision being appealed (i.e. any procedural error, improper investigation, or discrimination);
- c) New information has come to light rendering the original decision unreasonable in light of the new information presented;



- 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).

## **9.2 Submitting the Appeal**

- 9.2.1 A homeowner who wishes to appeal a decision made under this housing policy shall submit their appeal in writing to the Housing Department within five (5) working days of having been advised of the decision.
- 9.2.2 The homeowner shall submit a notice of appeal (refer to Appendix A for a copy of the notice). The notice of appeal form is available from the Housing Department.
- 9.2.3 The homeowner 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.
- 9.2.4 The Housing Department shall acknowledge receipt of the appeal, in writing, within five (5) working days of receipt of the appeal and shall confirm to the homeowner the anticipated date of the appeal review.

## **9.3 Reviewing the Appeal**

### **9.3.1 Level 1 - Appeal Reviewed by the Housing Committee**

The Housing Department will forward the appeal by mail/email to the Housing Committee within five (5) working days of receipt of the appeal. Wherever possible the Housing Department shall include a brief summary of the decision being appealed and, where applicable, reference to the housing 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 (5) working days, that either:

- a) The decision being appealed has been revised in favour of the homeowner; or
- b) The housing policy was followed and there are no reasonable grounds for an appeal.

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

### **9.3.2 Level 2 – Appeal Reviewed by Council**

Where the homeowner does not agree with the decision of the Housing Committee they may appeal the decision to Council. The homeowner must re-submit their appeal to the Housing Department within five (5) working days of being provided a decision on their Level 1 appeal and the processes noted under 8.1 and 8.2 of this policy shall apply.

The 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 housing policy, without bias or favoritism and without error in interpretation of the housing policy or community bylaws. Where asked to do so, the homeowner may make a verbal presentation to Council on their appeal.

#### **9.4 Appeal Decision**

- 9.4.1 Council may, after consideration of all the information presented during the appeal review meeting, may either:
- a) Confirm that the decision being appealed has been revised in favour of the applicant tenant; or
  - b) Confirm that the housing policy was followed and that there are no reasonable grounds for an appeal.
- 9.4.2 Council shall provide a decision to the Housing Department within two (2) working days of the appeal review meeting.
- 9.4.3 The Housing Department shall respond in writing to the homeowner within five (5) working days of the appeal review meeting to confirm Council's decision regarding the appeal.
- 9.4.4 The Housing Department shall take action as advised by Council regarding the appeal.
- 9.4.5 Where Council has confirmed that the decision being appealed has been revised in favour of the homeowner 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 housing policy in the matter of the decision being appealed.
- 9.4.6 The decision of Council shall be final.

#### **10.0 Homeowner Responsibilities**

For individually owned homes, the homeowner shall be solely and fully responsible for the following:

- 10.1 Routine Maintenance and Minor Repairs** - Routine maintenance and related minor repairs (minor repairs are defined as those with costs under \$100) includes work done regularly on a daily, weekly or monthly basis to maintain the unit's interior and exterior. This includes, but is not limited to regular upkeep of the unit, cleaning of interior surfaces and fixtures, washing windows, changing furnace filters, cleaning eavestroughs, yard maintenance, etc.

- 10.2 Preventive Maintenance and Minor Repairs** - Preventive maintenance and related minor repairs (under \$100) is work done as required to prevent breakdowns, to extend the useful life and, to maintain safe operation of various components on the interior and exterior of the unit. This includes but is not limited to, repairing damaged surfaces (e.g. interior drywall, exterior siding, countertops), interior/exterior painting, maintaining and repairing window/door/cupboard hardware, repairing and maintaining kitchen and plumbing fixtures (e.g. sink, drains), maintaining electrical fixtures and fire prevention items and, maintaining exterior stairs and walkways.
- 10.3 Replacement of Capital Items** - 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 (routine or preventive) are not cost effective (repairs in such instances would not ensure any extension of the useful life by a reasonable length of time). Refer to the section 15.1 of this policy for a description of capital items.
- 10.4 Emergency Repairs include:**
- Any accident, break or defect in interior plumbing, heating or electrical systems, or safety features in any part of the home; and
  - Any item that presents a hazard to the immediate health or safety of the occupant; and
  - Any item required to prevent the loss of an essential service.
- 10.5 Utility Charges and Other Services** - The homeowner 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 homeowner may subscribe or install. The Band is not responsible for any unpaid or terminated services.
- 10.6 Insurance** - The homeowner shall be responsible to obtain and pay the cost of any and all insurance on the unit (e.g. building structure, third party liability and contents insurance). The homeowner may participate in a group purchase of insurance through the Housing Department; information will be distributed annually no less than three (3) months before the policy renewal date.
- 10.7 Garbage Collection** - The homeowner shall be responsible for maintaining their garbage bins.
- 10.8 Snow Removal** - The homeowner shall be responsible for snow removal from walkways and other areas. This service can be purchased through the Optional Maintenance Service Agreement (OMSA).

## **11.0 Optional Maintenance Service Agreement**

Where the homeowner wishes to put aside funds toward the cost of repairs for their unit they may enter into an Optional Maintenance Service Agreement (OMSA) with the Band.

- 11.1 The OMSA agreement (refer to Appendix B) is an agreement between the legal owner of the unit and property (the homeowner) and the Band whereby the homeowner agrees to contribute to an Optional Maintenance Service Agreement (OMSA). Such services will be carried out by the Band (through the Housing Department).
- 11.2 Where the homeowner wishes to have an OMSA for more than one unit, the homeowner shall enter into a separate OMSA with the Band for each unit.
- 11.3 The homeowner entering into the agreement shall be the legally registered owner of the unit and property being administered through the agreement.
- 11.4 The agreement shall remain in effect until either the homeowner or the Band provides thirty (30) days written notice to the other party to terminate the agreement.
- 11.5 The Band will provide the homeowner with an annual summary of services provided to the home.

## **12.0 Optional Maintenance Service Agreement (OMSA)**

### **12.1 Application Process**

- 1. Applications for Optional Maintenance Service Agreement shall be accepted on a continuous intake basis between the 1<sup>st</sup> and 15<sup>th</sup> of each month. Payments for services to begin on the 1<sup>st</sup> of the next month are to be submitted with the application.
- 2. The application will be passed to the Housing Department and the subscription for services will confirmed with the homeowner.
- 3. The Housing Department shall maintain the applicant file in a secure location with access only by authorized representatives of the Housing Department.

### **12.2 Incomplete Applications**

An incomplete application (not fully completed as required and/or supporting documentation not included) or an application that is unreadable shall be:

- a) Returned to the applicant; or
- b) The Housing Department may contact the applicant to confirm the information required to complete the application. The Housing Department shall confirm the deadline for the applicant to provide the missing information. Any incomplete applications held by the Housing Department shall be considered inactive until such time as the applicant provides the missing information.

### **12.3 Methods of Payment**

Payments by cash, money order, Interac payment and/or personal cheque are to be made payable to Akisqnuq First Nation. If a payment is made by personal cheque and is returned by the bank as Non-Sufficient Funds (NSF) two times, cheques will no longer be an acceptable method of payment for that tenant. Where the First Nation is charged a fee for the NSF cheque, the amount of that fee shall be charged to the tenants rental account so that the First Nation recovers this cost.

### **13.0 Pets**

13.1 A homeowner shall be permitted to have pets as long as the pet does not create a nuisance or disturbance to neighbouring occupants.

13.2 Where the Housing Department receives a substantiated complaint regarding a homeowners' pet, or, where the Housing Department has evidence that the pet policy is not being followed – the following actions shall take place:

13.2.1 Council shall deliver a written notice to the homeowner confirming the complaint and shall provide the homeowner thirty (30) days to remedy the situation.

13.2.2 Where the homeowner fails to remedy the situation to the satisfaction of Council within thirty (30) days, shall deliver a second notice confirming that the Band shall remove the pet(s) and shall invoice the homeowner for the related costs to do so.

### **14.0 Renting of Individually Owned Homes**

14.1 The homeowner may, at their sole discretion, identify a tenant(s) to rent their unit. The Band encourages, but does not have the authority to impose, the homeowner to consider background checks, credit checks, Residential Tenancy Agreement and Condition Inspection protocol to protect their rights and the rights of the tenant. All tenants must adhere to community values and expectations.

14.2 The Band shall have no authority over the rental terms established by an individual homeowner who rents their unit. The Band shall not intervene in disputes between a homeowner and a tenant regarding terms of the tenancy.

### **15.0 Sale of the Unit by the Homeowner**

15.1 The homeowner has the right to sell the unit under the following conditions:

15.1 The purchaser shall be a member of the Akisqnuq First Nation.

15.2 The Homeowner(s) listed on the Certificate of Possession agree and are able to complete a land transfer according to the AANDC Lot Transfer Guidelines.

## **16.0 Other Housing Programs and Services**

A homeowner may be eligible to receive assistance from time-to-time with repairs or renovations through other programs administered by the First Nation (e.g. the Residential Rehabilitation Assistance Program or the Homeowner's Adaptation for Seniors Independent Program). Details on available programs and eligibility requirements are available through the Housing Department.

## **17.0 Marital Breakdown or Death of a Homeowner**

Where a couple who are noted as homeowners on the OMSA agreement separate or divorce, or there is a death of a homeowner, where there are funds remaining in the OMSA account, the First Nation shall release any such funds based on the Last Will and Testament/or the decision of the courts.