

Statement of Policy and Procedure	
Policy No.	P009
Housing Department Ownership	Housing
Issue/Effective Date	June 11, 2025

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## ᐱᐱᐱᐱᐱᐱ FIRST NATION – RENTAL HOUSING POLICY

Approved by Council on December 19, 2018  
As amended June 11, 2025

Policy: No. P009  
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## **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 ʔAkisq̓nuk First Nation for the purpose of transitional, supportive, or short-term and long-term 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

**“?Akisq̓nuk” or “AFN” or “Band”** means ?Akisq̓nuk 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 Canada.

**“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 ʔAkisq̓nuk First Nation Band Rental Housing Policy.

**“Rental Housing Policy”** or **“this Policy”** means the ʔAkisq̓nuk 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:

- a) approve all budgets related to the delivery and administration 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:

- a) review and provide direction to the Housing Department on 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;
- f) carry out or oversee repairs and maintenance in a cost-effective 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;

- k) plan and carry out community workshops on financial education, housing maintenance, and other related housing matters at minimum yearly;
- l) 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;
- n) 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;
- j) inform the Housing Department of any change to personal and emergency contact information;
- k) inform the Housing Department of all planned absences from the Unit that are to exceed 30 days;
- l) make arrangement for proper heating during winter absences to avoid pipes and water system damage; and
- m) report any deficiencies of major appliances to the Housing Manager.

## **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:

- a) not be a homeowner (on- or off-Reserve);
- 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).

## **6.5 Selection Criteria – One Bedroom Units**

For one-bedroom units only, criterion a) of section 6.4 – family size (with higher scoring for younger children) shall not be used as a factor in housing placement decisions.

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) seniors (over 60);
- b) persons with disabilities;
- c) current living conditions/ homelessness;
- d) familial link to AFN community; and
- e) Ktunaxa ancestry;

and could further include:

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

## **7. Rental Applications**

### **7.1 Rental Application Process**



### 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 31<sup>st</sup> 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")







- 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:





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 at 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.



## 21.4 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.

22.4 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.







- 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
  - c) the Housing Manager will be applying to Council to seek permission 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
- c) 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 arrears 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







## APPENDIX A: NOTICE OF APPEAL

### Grounds for an Appeal

An applicant/tenant may appeal a decision made under the ᐃAkisq̄nuk First Nation Rental Housing Policy (the “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 lack of procedural fairness which impacted the decision being appealed (i.e. any procedural error, improper investigation, or 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:

- a) confirm that the decision being appealed has been revised in favour of the 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**

**GROUNDINGS FOR AN APPEAL:**

One or more of the following must apply:

1. 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
3. New information has come to light rendering the original decision unreasonable in light of new information presented; and/or
4. The Rental Housing 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)

To: Housing Manager  
?Akisq̓nuk 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: \_\_\_\_\_  
Appeal Decision: \_\_\_\_\_

## APPENDIX B – RENTAL APPLICATION

### 1. Household Information

Name First and Last name	Date of Birth (Month/Year)	Male or Female	Relationship to Primary Occupant	Status #
Primary Applicant:				
Secondary Applicant (where applicable)				
<b><i>Dependents (please list all dependents under 18 years of age that will be living in the home)</i></b>				
<b><i>Other Occupants (Please list all other occupants that will be living in the home)</i></b>				

### 2. Contact Information

	Home Phone #	Work Phone #	Other
Primary Applicant:			
Secondary Applicant (where applicable):			

### 3. Income Information / Employment History

#### ***Primary Applicant***

<b>Source of Income</b> (please check those that apply)		
<input type="checkbox"/> Employed Full-time	<input type="checkbox"/> Employed Part-time	<input type="checkbox"/> Employment Insurance
<input type="checkbox"/> Social Assistance	<input type="checkbox"/> Other (specify): _____	
<input type="checkbox"/> Student		
<b><i>If employed:</i></b>		
Employer Name:		
Employer Address:		
Employer Telephone Number:		
Length of Employment: ____ years      ____ months      ____ weeks		





## APPENDIX C – RENTAL AGREEMENT

### ᐃAkisᓱᓃuk First Nation Rental Housing Policy Rental Agreement

**ᐃAkisᓱᓃuk First Nation**  
(hereinafter called the “Band” or “AFN”)

Hereby Rents to:

\_\_\_\_\_ (hereinafter called the “Tenant”)

The premises known and described as Address # \_\_\_\_\_ (hereinafter referred to as the “Unit” or the “Premises”) on the AFN Reserve for the use and occupation as a residential dwelling.

The said Premises are well known to the Tenant who, having examined the premises acknowledges that they are in good order and condition. A “Move-In Inspection” will take place prior to the first day of occupancy of the Unit.

This Rental Agreement shall commence on \_\_\_\_\_ and shall continue on a month-to-month basis for the monthly rental amount of \$ \_\_\_\_\_. Rent is payable on the first day of each month at the AFN Administration Office. Payment will be made in cash, debit or electronic money transfer.

The Band reserves the right to implement rent increase on an annual basis. The monthly rental rates for Units shall be set by AFN Council.

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.







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

Tenant Name:
Tenant Name:
Reference Number:

Agreement to pay arrears between

The Tenant(s):

\_\_\_\_\_

- And –

?Akisq̃nuk First Nation

- 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 1<sup>st</sup> of each month plus an additional amount for the period noted below, as follows:

Due Date of Payment	Regular monthly payment amount		Arrears recovery amount	Total
	\$	+	\$	\$
	\$	+	\$	\$
	\$	+	\$	\$
	\$		\$	\$

- 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:
Tenant Signature:	Date:
Housing Department Signature:	Date:
Witness Signature:	Date:

**APPENDIX E – TENANT NOTICE OF TERMINATION**

**Tenant Notice of Termination/Notice to Permanently Vacate the Unit**

To: Housing Department  
?Akisq̓nuk First Nation (“AFN”)

From: \_\_\_\_\_

Address of Unit: \_\_\_\_\_

**For Tenants giving notice to terminate the Rental Agreement/permanently vacate the Unit:** *Note: The Tenant must provide notice to terminate the Rental Agreement at least one full calendar month before the end of the tenancy.*

I/we the undersigned \_\_\_\_\_ hereby give 30 days’ notice to permanently vacate the Unit. I/we shall be moving out on \_\_\_\_\_.

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

I/we have delivered this notice to AFN (please check one).

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

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

**Important – if you fail to give thirty (30) day notice to vacate as required in the Rental Agreement, you are still obligated to pay rent until the end of the calendar month for which this thirty (30) day notice applies.**

*Note: tenant should keep a copy of this notice.*

## APPENDIX F – LANDLORD NOTICE OF TERMINATION

### ᐱᐱᓴᓴᓴᓴᓴᓴ First Nation (“AFN” or the “Landlord”)

Date:

Tenant(s) Name(s):

Address of the Unit (or “Premises”):

Notice delivered (identify delivery method and date):

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#### 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:
  - significantly interfered with or unreasonably disturbed another Tenant, a neighboring occupant, or the Landlord; and/or
  - 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 Premises 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 well-being 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.



## APPENDIX G – REPAIR AND MAINTENANCE SCHEDULE

### ᐱᓕᓱᓂᓂᓂ ᓂᓂᓂ

#### Repair and Maintenance Schedule – Roles and Responsibilities

- ᐱᓕᓱᓂᓂᓂ ᓂᓂᓂ (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;
  - c) the repair or maintenance is confirmed to be related to normal wear and tear; or
  - d) the repair or maintenance is required as a result of improper construction or installation.
2. The Band shall:
  - a) maintain the Unit to health, safety and housing standards;
  - b) coordinate, oversee, and keep proper records of all repairs;
  - c) supply each Unit with a fire extinguisher and smoke alarm;
  - d) have well water tested for quality and test for bacteria every six months; and
  - e) complete an annual inspection.

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 guests. Eligible emergency repairs include:

- a) any accident, break or deficit in interior plumbing, heating systems, 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
- c) any item required to prevent the loss of an essential service (power, interior 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

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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

- 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.
- 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
<b>Appliances (washer, dryer, fridge &amp; stove)</b>	<ul style="list-style-type: none"> <li>• Keep clean and in good working condition.</li> <li>• Dryers – clean dryer filter after every use.</li> </ul>	<ul style="list-style-type: none"> <li>• Supply appliances at move in.</li> <li>• Repair/replace only where the appliances have reached the end of its serviceable life.</li> </ul>
<b>Basement</b>	<ul style="list-style-type: none"> <li>• Maintain floors and keep dry.</li> <li>• Keep drains clear of debris</li> </ul>	<ul style="list-style-type: none"> <li>• Repair cracks in basement or foundation where there are concerns regarding structural stability.</li> <li>• Repair cracks in the foundation walls.</li> </ul>
<b>Chimneys</b>	<ul style="list-style-type: none"> <li>• Keep clear of debris</li> </ul>	<ul style="list-style-type: none"> <li>• Inspect annually, check the chimney cap and the caulking between the cap and the roof.</li> </ul>
<b>Closet Doors</b>	<ul style="list-style-type: none"> <li>• Repair damage to bi-fold doors.</li> </ul>	<ul style="list-style-type: none"> <li>• Repair/replace where the component has reached the end of its serviceable life.</li> </ul>
<b>Curtains &amp; Blinds</b>	<ul style="list-style-type: none"> <li>• Clean, repair and replace.</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
<b>Doors and Door fixtures</b>	<ul style="list-style-type: none"> <li>• Repair damage to doorknobs and locking devices.</li> </ul>	<ul style="list-style-type: none"> <li>• Repair/replace where the component has reached the end of its serviceable life.</li> </ul>
<b>Electrical and lightning</b>	<ul style="list-style-type: none"> <li>• Replace light bulbs and maintain lighting fixtures in a clean condition.</li> <li>• Immediately report problems with electrical circuits, panel box or breakers to the Housing Department.</li> </ul>	<ul style="list-style-type: none"> <li>• Repair/replace where there is an accident, break or defect in the electrical system or where it has</li> </ul>



<b>Roofing (structure, shingles, flashing)</b>	<ul style="list-style-type: none"> <li>Keep roof clear of debris.</li> </ul>	<ul style="list-style-type: none"> <li>Check annually.</li> <li>Repair/replace where there is a defect or where it has reached the end of its serviceable life.</li> </ul>
<b>Septic Tank</b>	<ul style="list-style-type: none"> <li>Ensure appropriate use of sewage systems.</li> <li>Pay cost to repair damage due to overuse, improper use or Tenant negligence.</li> </ul>	<ul style="list-style-type: none"> <li>Pump septic tank once yearly, or as required.</li> <li>Repair/replace where there is a defect or where it has reached the end of its serviceable life.</li> </ul>

<b>Siding</b>	<ul style="list-style-type: none"> <li>Do not store items against siding (repair damage related to items placed against siding).</li> </ul>	<ul style="list-style-type: none"> <li>Repair/replace where there is a defect or where it has reached the end of its serviceable life.</li> </ul>
<b>Smoke Detectors</b>	<ul style="list-style-type: none"> <li>Check monthly to ensure operational and replace batteries every six months.</li> </ul>	<ul style="list-style-type: none"> <li>Inspect annually, replace as required.</li> </ul>
<b>Vents</b>	<ul style="list-style-type: none"> <li>Keep clean and free of debris.</li> </ul>	<ul style="list-style-type: none"> <li>Repair/replace where there is a defect or where it has reached the end of its serviceable life.</li> </ul>
<b>Walls</b>	<ul style="list-style-type: none"> <li>Clean interior walls and ceilings.</li> <li>Repair holes or damaged plaster/drywall.</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>
<b>Windows &amp; Screens</b>	<ul style="list-style-type: none"> <li>Keep clean and in working order.</li> <li>Repair damaged windows/window latch.</li> </ul>	<ul style="list-style-type: none"> <li>Repair/replace where the component has reached the end of its serviceable life.</li> </ul>
<b>Woodstove</b>	<ul style="list-style-type: none"> <li>All wood burning systems must be used solely for that purpose and clearances maintained as required by the Band and/or</li> </ul>	<ul style="list-style-type: none"> <li>Wood burning systems to be cleaned at least once annually.</li> <li>Chimney pipes cleaned.</li> </ul>
<b>Yard</b>	<ul style="list-style-type: none"> <li>Keep clean and clear of debris/garbage.</li> <li>Maintain lawn</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>





## APPENDIX H: REPAIRS AND MAINTENANCE REQUEST FORM

### Request for Repair and Maintenance Form

Tenant Name:

Contact:

Address:

Type of Housing:

Please describe your request:

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Length of time problem has been occurring:

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Reason for request:

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*\*\* Please note that completion of this form does not necessarily mean approval \*\**

*** For internal office use only ***	
Expense Approved: Y/N	
Notes:	
Service Provider Contracted:	
Request for repair completed:	
Estimate of Expense:	
PO Number Issued:	
Estimated Completion date:	
Notes/Follow Up:	

## APPENDIX I: ANNUAL UNIT INSPECTION

Name of Tenant: \_\_\_\_\_ Date of Inspection: (day-month-year) \_\_\_\_\_

Address of Rental Unit:

Unit #	Street Address	City	Province	Postal Code
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Type of Housing: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Condition Codes:		Unit Condition	
G=Good	M=Missing	Comment	Code
F=Fair	D=Damaged		
P=Poor	S=Scratched		
B=Broken	D=Dirty		
S=Stained			
Entry	Walls and trim		
	Ceilings		
	Closet(s)		
	Lighting Fixtures/Bulbs		
	Electric 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		
	<ul style="list-style-type: none"> <li>Crisper/</li> <li>Shelves</li> <li>Freezer</li> <li>Door/exterior</li> </ul>		
	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		
	Walls and trim		
	Floor/carpet		
	Lighting/Fixtures/Bulbs		
	Windows/Coverings/Screens		
	Electrical Outlets		
Stairwell and Hall	Ceiling		
	Treads and landings		
	Railing/Banister		
	Walls and trim		
	Closet(s)		
	Lighting Fixtures/Bulbs		
	Windows/Coverings/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/Coverings/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		
	Windows/Coverings/Screens		
	Electrical Outlets		
	Fan		



	Lighting Fixtures/Bulbs		
	Foundation (cracks or leaks)		
	Roof		
	Gutters		
	Downspouts		
Utility Room	Washer/Dryer		
	Electrical Outlets		
	Ceiling		
	Walls/Floor		
Basement	Stairs and stairwells		
	Walls and floors		
	Furnace, Water heater, plumbing		
	Windows/Coverings/Screens		
	Lighting Fixtures/Bulbs		
	Electrical Outlets		
	Ceiling		
	Chimney – when last cleaned		
Storage			
Key and Controls	Type of key or control		
	Rental Unit Entrance		
	Main Locks		
	Rental Unit Deadbolt		
	Smoke detectors		
	Fire Extinguishers		

Appliance	Make	Model	Comments
Furnace (Electric/Wood)			
Hot Water Tank			
Washer			
Dryer			
Water Softener			
Pressure Tank			
Sprinkler System			
Fridge			
Stove			
Dishwasher			

Back-up photos (optional):  Taken: \_\_\_\_\_ by: \_\_\_\_\_

Additional comments (Housing Department):

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Additional comments (Tenant):

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I, (Tenant'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:**

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Housing Department Signature: \_\_\_\_\_

Tenant'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:

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Damage to the rental Unit or residential property for which the Tenant is responsible:

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Notification sent to the Tenant: Y / N

## APPENDIX J: MOVE IN/MOVE OUT UNIT CONDITION REPORT

### ?Akisqnuq First Nation

#### Unit Condition Inspection Report Move In – Move Out

Legal Name of Tenant:

Move Out Date:

	Day Month Year
Telephone Number	Emergency Contact

Address of Rental Unit:

Move-Out-Inspection Date:

Unit #	Street Address	City	Province	Postal Code	Day Month Year

Condition Codes:		Condition at Beginning of Tenancy		Condition at End	
G=Good	M=Missing	Comment	Code	Comment	Code
F=Fair	D=Damaged				
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					



	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				
	Windows/covering/screens				
	Electrical Outlets				
	Fan				
	Bedroom #1	Ceiling			
Walls and trim					
Floor/Carpet					
Closet(s)					
Door(s)					
Lighting Fixtures/Bulbs					
Windows/coverings/screens					
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				
Exterior	Front and rear entrances				
	Patio/Balcony Door(s)				
	Garbage Container(s)				
	Glass and frames				
	Stucco and/or siding				
	Lighting Fixtures/ Bulbs				
Utility Room	Washer/Dryer				

	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 Controls	Type of key or control				
	Rental Unit Entrance				
	Main Locks				
	Rental Unit Deadbolt				

Additional comments (End of Tenancy):

Post Tenancy Photos:

Date Taken:

by:

**End of Tenancy**

Damage to the rental unit or residential property for which the Tenant is responsible:

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I, (Tenant's name) \_\_\_\_\_

- Agree 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.

Landlord's Signature: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_

**Tenant's Forwarding Address:**

Unit #	Street Address	City	Province	Postal Code	Telephone Number
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## APPENDIX L – NOTICE TO CORRECT TENANT DAMAGE

Date:

To: (insert Tenant's name)

Address of the Unit:

\_\_\_\_\_

Notice delivered:     By registered mail         Posted on the front door  
(date: \_\_\_\_\_)

### **Notice to Correct Tenant Damage**

As confirmed by the inspection dated \_\_\_\_\_ of the Unit located of which you are the primary Tenant, you, your guest(s), your pet(s) or other occupant(s) of the Unit have willfully or negligently damaged the Unit and/or property. The inspection report confirms the following damage to the Unit/property and the estimated repair cost for each item:

Repair Item	Estimated repair cost

You can correct the tenant damage by making arrangements ***satisfactory to the Housing Department*** by either:

- a)    repairing or replacing the damaged item(s) or
- b)    repaying the Housing Department cost of repairing or replacing the damaged item(s)

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  
?Akisq̄nuk First Nation  
Phone: 250-342-6301



- 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 ?Akisqnuq 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: Housing Department, ᐱAkisᓱnuk First Nation (“AFN”)

From: \_\_\_\_\_  
Tenant Tenant

Address of Unit: \_\_\_\_\_

I/we hereby give 30-days’ notice of a planned absence from the Unit for the following:  
(check one)

- Vacating the unit on a temporary basis** – I/we shall be away temporarily from the Unit (an absence greater than seven consecutive days but less than thirty days beginning the \_\_\_ day of \_\_\_\_\_, 20\_\_ and returning the \_\_\_ day of \_\_\_\_\_, 20\_\_.
- Vacating the Unit on an indefinite basis**
- I/we shall be away from the Unit indefinitely (for a period greater than thirty days for the following reasons (check one that applies)  
 employment  education  other \_\_\_\_\_. My/our absence shall begin the \_\_\_ day of \_\_\_\_\_, 20\_\_ with a planned return on the \_\_\_ day of \_\_\_\_\_, 20\_\_.
  - I/we hereby request approval from AFN to: (check on that applies)
    - Vacate the Unit on an indefinite basis as noted herein. I/we agree to continue to pay all housing costs including rent, utilities, and other housing services including regular maintenance and, I/we have arranged for a weekly on-site visit (interior and exterior) and regular care of the Unit by a family member.
    - Enter into a sub-tenancy agreement with a sub-letting Tenant and AFN.
  - I/we acknowledge that my/our request to vacate the Unit on an indefinite basis must be approved by AFN.
  - I/we acknowledge that submission of this request does not automatically guarantee approval.

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

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

\_\_\_\_\_  
Primary Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secondary Tenant Signature (if applicable)

\_\_\_\_\_  
Date

*Note: Tenant should keep a copy of this notice.*

## APPENDIX O – HOUSE ASSIGNMENT AGREEMENT

THIS HOUSE ASSIGNMENT AGREEMENT IS MADE BETWEEN:

**ᐱᐱᐱᐱᐱᐱᐱᐱ First Nation**  
("AFN")

OF THE FIRST PART

AND:

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(the "Member")

OF THE SECOND PART

### BACKGROUND:

- A. AFN has legal ownership of the House described in this Agreement.
- 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 *ᐱAkisᓱnuk 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 executed this \_\_\_\_ day of \_\_\_\_\_.

SIGNED, in the presence of

ᐱAkisᓱnuk First Nation

\_\_\_\_\_  
Name

Per: \_\_\_\_\_

\_\_\_\_\_  
Address

Per: \_\_\_\_\_

\_\_\_\_\_  
Occupation

Per: \_\_\_\_\_

SIGNED, in the presence of

ᐱAkisᓱnuk First Nation Member

\_\_\_\_\_  
Name

Per: \_\_\_\_\_

\_\_\_\_\_  
Address

Per: \_\_\_\_\_

\_\_\_\_\_  
Occupation

Per: \_\_\_\_\_