



HOUSING POLICY

May 2018
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1.0 ADMINISTRATIVE MATTERS

1.1 INTRODUCTION

This document, the Tobique First Nation Housing Policy, outlines the rules, regulations and procedures which govern the Tobique's on reserve housing stock. The primary focus is on Band-owned homes and apartments, however specific sections address private homes (i.e. homes that have a Certificate of Possession) and rental units. This policy document is to be used by all levels of local government and Band members. In the event of discrepancies, omissions or contradictions the Chief and Council shall make the final decision.

1.2 BACKGROUND

The goal of the Chief and Council was to establish a structured housing program that fulfilled the needs of the community. It was based on the premise that every member has the right to safe, healthy and affordable shelter. Furthermore, this shelter must be equally and fairly allotted in a transparent fashion.

1.3 VISION STATEMENT

Negotkuk as a community will work together to ensure fair processes are established to provide access to safe and sustainable housing.

1.4 MISSION STATEMENT

Through a united voice we will work towards goals and aspirations of our people to fulfill the housing needs of all members while respecting our Walostokilwik cultures and traditions and adhering to the housing policy approved by the Tobique First Nation Chief and Council.

1.5 DEFINITIONS

Alteration - means any change, alteration, renovation, substitution or replacement made to a Residence, including interior work such as, painting, finishing basements and adding shelving and exterior work, such as paving, fencing, walkways and roadways.

Appeal Board – refers to the board established by the Tobique First Nation to adjudicate disputes between Tobique First Nation band members and the Tobique First Nation government or any and all Tobique First Nation committees and commissions.

Appellant – refers to an individual who appeals a decision of the Housing Authority taken pursuant to this policy.

Applicant - means a band member who has submitted an Application and whose name has been added to the Housing List.

Application - means a Housing Application Form, in the prescribed form, by which a band member may be added to the Housing List and upon which the date of application will be recorded.

Arrears - refers to money owed to the Tobique First Nation and not yet received.

Band - means the Tobique First Nation unless indicated otherwise.

Band Member - means a member of the Tobique First Nation whose name appears on the band membership list maintained according to the method established by Tobique First Nation.

Band Council – means the Chief and Council of the Tobique First Nation.

Band Council Resolution - A Band Council Resolution (BCR), is an administrative declaration of the Band Council with respect to a particular matter of a temporary character; it does not prescribe a permanent rule of local government.

Band-Owned House - means any house, or other residential unit for which a band member does not hold a Certificate of Possession and is administered by the Tobique First Nation.

Certificate of Possession - is a certificate issued by the Minister of Indigenous Services Canada (ISC) as evidence of a band member's right of possession to the land described therein. No band member is lawfully in possession of land in the Tobique Indian Reserve #20 unless, with the approval of the Minister, possession of the land has been allotted to him or her by the Band.

Capital Department - means the department within the Tobique First Nation's government framework that is responsible for housing and infrastructure.

CMHC - is Canada Mortgage & Housing Corporation.

Council - means the Chief and all Councillors of the Band, elected by the members.

Dependant Adults - means persons who have reached the age of majority and remain unable, because of illness, physical or mental disability or other cause, to care for themselves.

Eviction - refers to the legal action taken by the Housing Authority to remove a tenant from a band-owned house or apartment for failure to honour the conditions of the rental agreement.

Homeless - An individual or family who have no permanent address. Their accommodations are temporary or not suitable to meet basic needs.

Housing Administrator - means the person employed by the Band who is responsible to facilitate, manage and administer the housing programs and services on behalf of the Band. The Housing Administrator sits on and chairs the Housing Committee but, is not a voting member.

Housing Authority – means the administrative office which oversees the day to day operations of the housing program. This includes but is not limited to developing housing policies, advising Chief and Council on housing issues and completing the applicant selection process.

Housing Committee – means the Housing Authority as represented by a collective group of individuals.

Housing List – refers to a confidential list of all Band members who have submitted an application for on-reserve housing that is administered by the Housing Authority.

Landlord - means the Tobique First Nation.

Lease Agreement - means a written agreement between the Landlord and a tenant (s) for the right to occupy a band-owned house or apartment and includes any renewal of such an agreement.

Maintenance - includes repairs and renovations needed to restore a residence to a safe condition.

Ministerial Loan Guarantee refers to

Primary Residence means the place in which a person lives and does daily activities. The dwelling in which a person lives most of the time.

Plans means all plans, drawings and specifications relating to the construction of, or Alteration to, any Residence or Permanent Improvements, including architectural, structural, mechanical, electrical and landscaping plans and specifications, floor plans, and surveyors' certificates.

Residence - means a single-family accommodation unit and includes a house, duplex, townhouse, apartment or manufactured home.

Rent - means the amount required to be paid by a tenant to the Band for the right to occupy a band-owned house or apartment.

Replacement Reserve - is a fund that is used to cover the cost of replacing major items in the Section 95 CMHC subsidized units to ensure the units are kept at an acceptable standard.

Residential Rehabilitation Assistance Program (RRAP) refers to a program administered by Canadian Mortgage and Housing Corporation (CMHC).

Section 10 House means a home with a ministerial loan guarantee (MLG), with or without a Certificate of Possession issued.

Section 95 House means a home constructed, financed and administered through CMHC's On-Reserve Non-Profit Housing Program.

Serviced - when used in the context of a "serviced lot" means a lot for which the required utility services, such as water, sanitary sewer and electrical, as determined by the Capital Department have been installed and are available for connection to a dwelling.

Tenant means the person(s) signing a lease/rental agreement and subsequently occupying a Section 95 House, an apartment or a band-owned home.

Unit means a house or apartment.

1.6 ROLES, RIGHTS AND RESPONSIBILITIES

1.6.1 Housing Authority

Under the guidance of the Chief and Council, the Housing Authority was established to oversee all aspects of the housing program. Their main objective is to adhere to the Housing Policy approved by the Tobique First Nation Chief and Council and to ensure an impartial delivery of all services available to membership in respect to housing, as defined by the established Vision Statement and Mission Statement.

The Housing Authority shall be responsible for the following:

- a) Ensure the effective and efficient operation of the Housing Policy;
- b) Participate in the fair and transparent housing selection process, as outlined in this policy;
- c) Provide recommendations on day to day issues as they arise and not covered in this policy;
- d) Review and recommend necessary changes annually, or as needed, to the Housing Policy;
- e) Review all housing applications on a timely, regular basis;
- f) Review and recommend allocations for the various housing, repairs and renovations as per approved application forms and criteria;
- g) Establish, maintain and support development of standard terms and conditions of each type of agreement for the various programs offered; and
- h) Develop and support community housing goals.

1.6.2 Housing Committee Members

The Housing Committee members shall attend all meetings of the Housing Committee unless for reasons acceptable to the chairperson, whom the member(s) will notify of any absence prior to any meeting. Any member who misses four (4) consecutive meetings without notice(s) and reasonable justification shall be automatically dismissed as a member of the committee.

1.6.3 Housing Administrator

The Housing Administrator's responsibilities regarding the Housing Committee include, but are not limited to:

- a) Call for Committee Meetings;
- b) Prepare the agenda for Housing Committee meetings;
- c) Chair Housing Committee meetings;
- d) Ensure presence of quorum at meetings;

- e) Submit minutes, recommendations, and decisions to Committee;
- f) Ensure the Tobique First Nation Housing Policy is adhered to and followed in consultation with the Committee;
- g) Ensure minutes of meetings are taken;
- h) Day to day operations of the housing program;
- i) File and draft appropriate documentation and agreements;
- j) An Annual Housing Report to Members must be completed every year no later than June 1st;
- k) Conduct business as landlord on behalf of the Tobique First Nation;
- l) Provide counselling with regard to housing related occupant or tenant responsibilities; and
- m) Make recommendations to the Housing Committee.

1.6.4 Tobique First Nation

The Tobique First Nation has the following responsibilities in its role as owner/landlord:

- a) The Tobique First Nation will respect the rights of all tenants and leaseholders and abide by this policy and the terms of any signed lease agreement;
- b) Decisions of the Housing Authority will be made pursuant to the Tobique First Nation Housing Policy and taken in a fair, equitable, and objective manner;
- c) Renters, Leaseholders, and Homeowners will be given reasonable notification of any material changes to the Tobique First Nation Housing Policy and wherever possible such changes will not affect the rights of such individuals retroactively;
- d) Where changes to the Housing Policy negatively impact Renters, Leaseholders and/or Homeowners, efforts will be made to mitigate the damaging effects of such changes;
- e) The Tobique First Nation will implement this policy and amend it where required to ensure the policy objectives are met.

1.6.5 Renters, Tenants, Leaseholders and Homeowners

Renters, Tenants, Leaseholders and Homeowners have the following rights, responsibilities, and obligations:

- a) To make efforts to contribute their views on existing and future housing programs and services by participating in community meetings and communicating with the Housing Authority where appropriate;
- b) Support the implementation and enforcement of the Housing Policy as approved;
- c) Abide by the Housing Policy and any leases and/or agreements entered into with the Tobique First Nation;
- d) Work in cooperation with other programs and services recommended by the Housing Authority.
- e) To respect and maintain the houses/rental units that they occupy and respect their neighbours and the people and lands of the Tobique First Nation.

1.7 AMENDMENTS

1.7.1 Amendments

- a) Where amendments are necessary, the Housing Authority shall present proposed amendments to Council for approval.
- b) The Council may consult with the housing authority, capital department, and/or band members to discuss the nature of any proposed amendments. The decision of Council shall be final.
- c) Amendments approved by Council shall be recorded in the Council meeting minutes.

1.7.2 Housing Policy

- a) Where the policy amendment is accepted, the decision of Council shall be dated, and the policy manual amended. Amendments take effect the date they are approved by the Council.
- b) The Housing Authority shall provide notice of the change in policy by: Providing written notice of the policy amendment to tenants within 30 days of approval and the new policies shall be posted at the Council office for 30 days.
- c) Where the policy amendment is approved, the housing authority shall note on a policy amendment list. 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.

1.7.3 Rental Payment Increase

- a) The Housing Authority shall provide notice of the change in rental amount.
- b) Where the policy amendment relates to a rent increase, the housing authority shall notify tenants in writing a minimum of sixty (60) days prior to the effective date of the rental increase.

1.8 SERVICES AND UTILITIES

1.8.1 Requirements and Standards

Each newly constructed house shall be fully serviced and offer the necessary water, sewer, heating, and electrical amenities. All services installed shall meet minimum safety and quality standards.

1.8.2 Service Charges

All service charges for utilities (including electricity, telephone, and heating fuel); or any other common service that is now provided or may be in the future, is the responsibility of the Householder.

1.8.3 Services for Private Homes

Members wishing to construct their own homes, utilizing their own forces may be eligible to have Water and Sewer Services installed by the Tobique Water & Sewer branch of the Capital Department. This initiative requires pre-approval by the Chief and Council.

1.9 APPEALS TO POLICY

Any appeals under this policy are to be submitted in writing to the Housing Authority and/or the Chief and Council.

2.0 OWNERSHIP AND INTEREST

2.1 TOBIQUE FIRST NATION OWNERSHIP DECLARATION

All homes, apartments and Section 95 homes that were acquired by funding provided by the Tobique First Nation, remain the sole property of the Tobique First Nation.

2.2 ILLEGAL TRANSFER OF TITLE

Under no circumstance can an individual(s) sell, trade, buy or profit from a Band-owned dwelling.

The Band retains the right to pursue legal action against any individual(s) attempting to engage in the illegal transfer of title.

2.3 TENANT SELECTION

Tenants vacating a Band-owned unit, including Section 95 Houses, have no authority in determining the Band member who is selected to reside in the dwelling once vacated. The allocation of a vacant Band-owned apartment or house will be the responsibility of the Housing Authority.

2.4 SUBLETTING

Tenants are not allowed to sublet Band-owned apartments or homes, including Section 95 Houses, without prior written approval from the Housing Authority.

2.5 EXCHANGE OF HOMES

Tenants occupying a Band-owned home or apartment, including Section 95 Houses, will not be permitted to exchange their unit with another tenant's unit without written approval from the Housing Authority.

2.6 TRANSFER OF INTEREST IN SECTION 95 HOMES

2.6.1 Transfer of Interest

A Tobique First Nation member may transfer his or her interest in a Section 95 House, to another band member who has been approved by the Housing Authority. The Housing Authority must approve any and all transfers; failure to receive such approval will nullify the proposed transfer.

2.6.2 Applications

Tenants must make a written request to transfer interest in a Section 95 House. Requests will be considered on a case-by-case basis.

2.6.3 Responsibility of Transferee

The individual receiving the interest in the Section 95 House will assume all responsibilities, financial and otherwise, held by the previous tenant.

2.7 CERTIFICATES OF POSSESSION

2.7.1 Obtaining a Certificate of Possession

The First Nation may provide a tenant of a home when the Mortgages are paid in full on the home a Certificate of Possession.

2.7.2 Conditions

The following conditions must be met in order for a tenant of a Section 95 House to obtain a Certificate of Possession:

- a) All rent payments have been made, if the tenant is in arrears at that time, the tenant will have the option to continue to reside in the residence and pay rent until all arrears have been paid or to arrange a lump sum payment of arrears and then take possession.
- b) All rental payments must have been made by tenant and not on behalf of the tenant by the Income Assistance Department. In the event a tenant's rent has been paid through Income Assistance for a period of time, the eligibility to receive a CP will be extended by that period of time.
- c) All other conditions set out in any future Tobique First Nation Land Code have been met.

2.7.3 Ministerial Loan Guarantees

Should a homeowner default on payment of their mortgage which is guaranteed by Tobique First Nation, whether through MLG or other guarantee, they will not be eligible to receive a CP.

2.8 MATRIMONIAL PROPERTY

Band members and residents may refer to the *Family Homes on Reserves and Matrimonial Interests or Rights Act* or the law which replaces the former.

3.0 HOUSING PROGRAM

3.1 ELIGIBILITY FOR HOUSING

The following eligibility criteria will be used in processing housing applications:

- a) Only Tobique First Nation Members may apply for Band-owned housing under this policy.
- b) Applicants must be at least 19 years old to be eligible for Band-owned housing.

- c) Band Members must submit a completed application form themselves. No Band Member may apply for housing or apartments on behalf of another person, whether or not the other person is a Band Member.
- d) Band Member applications will not be considered if they are in arrears of any previous rents or are indebted to the Tobique First Nation.
- e) Band Members applying for a newly constructed unit (including Section 95), must have resided in the community (including service area) for at least five (5) full years prior to their application being considered.
- f) The applicant must not have caused damage to any Band-owned unit in the last five (5) years.
- g) The applicant must not have breached the Tobique Housing Policy in the last five (5) years.
- h) Band Members who sell their home for which they held a CP will not be eligible for Band owned housing under this policy for ten (10) years.
- i) Under no circumstances will the Housing Authority consider involvement in any house or apartment that is off-reserve (i.e. not situated on the Tobique First Nation).

3.2 APPLICATION FORMS

Band Members must fill out an application form and submit it, in person to the Office of the Housing Administrator before being considered by the Housing Authority. Band Members may submit an application at any time. The Housing Administrator will hold applications for a period of two years, from date of submission after which time it is the responsibility of the applicant to re-submit their application if they wish to remain on the list.

3.3 ACCESS TO APPLICATION

Any Band member may request to view their application, by visiting the office of the Housing Administrator.

4.0 HOUSING APPLICATION PROCESS

4.1 APPLICATIONS

Completed applications for Section.95 Houses, Band-owned homes and apartments will be received by the Housing Administrator and will be acknowledged by the Housing Administrator upon receipt.

The Housing Authority reserve the right to request proof of financial information, provided on submitted applications.

4.2 VERIFICATION OF APPLICATIONS

The Housing Administrator shall review and verify information provided in applications and add the information to the housing list for consideration by the Housing Authority.

4.3 STATUS OF APPLICATION

All applications shall be kept active for two (2) years. If an application is not updated at the end of the two (2) year period, it will be considered inactive and will no longer be considered when housing is allocated.

4.4 HOUSING LIST

The housing list shall include the applicant's name(s), their marital status, a list of dependants, and other pertinent personal information.

The Housing Administrator shall maintain the housing list.

4.5 CHANGES TO APPLICATION

Applicants are responsible for notifying the Housing Administrator of any changes to their personal information provided on their application.

5.0 HOUSING SELECTION PROCESS

5.1 SELECTION PROCESS

An illustration of the housing selection process can be found in the appendix. The Housing Authority shall keep a written record of all considerations.

5.2 HOUSING LIST FOR HOUSING COMMITTEE

For the purposes of anonymity, the Housing List provided to the Housing Committee shall have the names removed and substituted with an application number for reference.

5.3 SCORING OF APPLICATIONS

The Housing Committee will prioritize the applicants on the housing list by means of a scoring system. Applications will be scored as part of the selection process. Scoring totals are not the determining factor the Committee uses to finalize the housing selection.

5.4 PRIORITY FOR HOUSING

The Housing Committee will consider and give priority to applications for housing based on the following criteria:

- a) Current Living Conditions
- b) Family Size
- c) Special Needs
- d) References
- e) Current Location

- f) Application Score
- g) Change to family size

5.5 FINAL DECISIONS

The Housing Authority shall review and decide upon all applications. Decisions of the committee will be final except for the right of appeal described in section 1.9, (Appeals to policy).

5.6 NOTIFICATION OF DECISION

The decision of the Committee will be delivered in writing to the Chief and Council within ten (10) business days of the decision.

5.7 HOUSING OFFER

If an applicant is offered a house or apartment and they are not ready or refuse the offer, their name will be placed on the list for the next selection, at which point their application will be assessed and prioritized, along with other applications. No special provisions will be made for applicants not ready or refusing offers.

5.8 SELECTED APPLICATIONS

The Housing Administrator shall arrange a meeting with selected applicants to review roles and responsibilities, rental or Lease agreements, and other relevant matters.

5.9 CONDITIONAL ALLOCATION

Selected applicants may be required to attend training courses specific to home maintenance prior to taking occupancy of a unit. Failure to adhere to these requirements may result in the Housing Authority Committee withdrawing their allocation.

6.0 LEASE/RENTAL AGREEMENTS

6.1 LEASE AGREEMENTS

Lease agreements for Section 95 Houses, band-owned homes, and apartments must be adhered to. Failure to adhere to the terms of a lease agreement will result in nullification of the lease and may result in eviction, ineligibility for Tobique First Nation funding programs, ineligibility for future housing, and any other consequences detailed in the lease agreement.

6.2 POSSESSION

Possession of a rental property or Section 95 House will not be granted until any and all relevant lease agreements have been signed by the lessee.

6.3 COPIES OF LEASE AGREEMENTS

Triplicate copies of the Lease Agreements will be signed by the Primary tenant and a designated representative of the Tobique First Nation. One (1) signed copy will be given to the lessee and the remaining two (2) copies will be kept on file by the Housing Administrator.

6.4 EXAMPLES OF LEASE AGREEMENTS

Examples of typical Lease Agreements are located in the Appendix at the back of this document.

7.0 RENTAL PAYMENTS

7.1 POLICY

All tenants occupying Band-owned homes and apartments, including Section 95 Houses built after January 1, 2017, are required to pay rent to the Tobique First Nation.

7.2 MONTHLY PAYMENTS

Regular monthly rental payments are due on the first business day of each month.

Monthly rental payment arrangements are the responsibility of the tenant(s). The following means of payment are accepted:

- a) Post-dated cheque – submitted for a twelve (12) month period.
- b) Pre-Authorized monthly transfer from a financial Institution.
- c) Band employee payroll deduction.

7.3 RENTAL RATES

Monthly rental rates will be established at the time a rental unit becomes available.

The Housing Authority will recommend rental rates to Chief and Council, based on operating cost, mortgage costs and current local market averages.

Rental rates will be fixed for a one-year period and reviewed on an annual basis. If a rent increase is merited, a sixty (60) day written notice will be delivered to the effected tenant(s).

7.4 INCOME ASSISTANCE CLIENTS

On behalf of their clients, the Income Assistance Department may pay the monthly rent owed to the Tobique First Nation. In the event the tenant is no longer an Income Assistance client, it is the responsibility of the Department to notify, in writing the Housing Authority, of the change.

7.5 NON-PAYMENT OF RENTAL PAYMENT

Non-payment, for the purposes of this policy, is considered to have occurred when a tenant fails to provide the landlord with the agreed upon monthly rental payment.

7.6 PROCESS FOR NON-PAYMENT OF RENT

In accordance with a Rental and/or Lease agreement, the Tobique First Nation shall take the following steps to address any non-payment of rent:

- a) A first notice of late payment will be issued when the payment is five (5) business days past the due date. The notice will be given in writing.
- b) A second notice of late payment will be issued 14 business days after the due date if the account is not brought up-to-date. The second notice will be given in writing and will require a meeting between the tenant in arrears and Housing Administrator to resolve the issue taking place before the next housing payment is due.
- c) A third and final notice will be issued on the fifth (5th) business day of the following month if the arrears situation remains unresolved. The third and final notice will be a notice of termination of the Rental or Lease Agreement. If necessary, the Tobique First Nation shall take legal action to remove the tenant from the premises.

7.7 CONSEQUENCES OF NON-PAYMENT

- a) Non-payment of rent shall be considered a substantial breach of the Rental or Lease Agreement.
- b) Arrears for rent or damages and eviction may affect future applications for any Band housing programs and services.
- c) All costs incurred to remove the tenant, collect arrears, or any rental housing unit damage shall be the responsibility of the tenant.
- d) The Tobique First Nation may withhold monies owed to an individual who is in arrears until the full amount outstanding has been repaid.

8.0 HOUSING REPAIR PROGRAMS

8.1 OVERVIEW

The housing repair program is based on the principle that housing is a shared responsibility between the Tobique First Nation and its members. All band members are expected to contribute towards the maintenance, upkeep, and minor repairs to their dwelling, (i.e. entry locksets, minor surface mold, leaky faucets, etc.).

8.2 ELIGIBILITY

All homeowners and tenants of Band-owned homes and apartments may apply for repairs to the unit they are living in. Units considered rental properties are not eligible to apply for housing repairs.

8.3 MAJOR REPAIR RESPONSIBILITY

The Capital Department is responsible for all major repairs required in Band owned apartments, homes, and Section 95 Houses including but not limited to:

- a) Roof components;
- b) Windows and Doors;
- c) Electrical components;
- d) Plumbing;
- e) Exterior cladding, including trim;
- f) Structural problems with foundations, roofs, or walls;
- g) Deterioration caused by normal wear and tear; and
- h) Damage or problems directly related to improper construction, materials, or workmanship.

8.4 ADMINISTRATIVE RESPONSIBILITY

The Capital Department in conjunction with the Housing Authority will administrator all repair and renovation funding programs available to the Tobique First Nation. With the exception of emergency repairs, which will solely be the responsibility of the Capital Department.

All tenants living in Band owned homes/apartments must permit repairs to be completed to their units, when notified in writing by the Housing Authority that such repairs are necessary.

8.5 HOUSE REPAIRS

All housing repairs will be categorized into one of the following groups:

- a) Proactive Repairs
- b) Approved Repair Requests
- c) Emergency Repairs

8.6 HOUSE REPAIR CATEGORIES

8.6.1 Proactive Repairs

Based on inspection reports and historic data, the Capital Department will provide an annual summary of proposed scheduled repairs to Band-owned units. This summary will include the estimated cost associated with completing each units' repair. The number of units addressed will be determined by annual budgets specifically designated for scheduled repairs.

8.6.2 Approved Repair Requests

All homeowners and tenants may request to have repairs completed to their house or apartment. Approval will be based on the viability of the request, as determined by a selection process and availability of funds.

8.6.3 Emergency Repairs

Contingent upon the severity of the emergency, the Capital Department will be responsible to respond to emergency repair situations. If the circumstances merit the need to provide immediate attention, the Director of Capital or his representative will make the necessary arrangements. Homeowners and tenants are to contact the Capital Department immediately when an emergency repair is required.

8.7 SECTION 95 REPLACEMENT RESERVE

The replacement reserve is a fund kept by the Band under the terms of its operating agreement with CMHC. The replacement reserve fund is used to replace or repair capital items such as; windows, doors, roofs, flooring, etc.

8.8 CONDITIONAL REPAIR PROGRAMS

The Tobique First Nation has access to funding through various programs and agencies to be used specifically for repairs, maintenance, and renovations to existing community homes. Funding is provisional upon approval by the governing funding agency. Two such programs include: CMHC's annual RRAP incentive and Additional housing repair initiatives through ISC.

8.8 RESIDENTIAL REHABILITATION ASSISTANCE PROGRAM (RRAP)

8.8.1 Overview of RRAP

Canada Mortgage and Housing Corporation (CMHC) offers financial assistance to First Nations and First Nation members to repair substandard homes to a minimum level of health and safety for homeowners and persons with disabilities. The house must lack basic facilities or is in need of major repair in one or more of the following categories:

- a) Structural
- b) Electrical
- c) Plumbing
- d) Heating
- e) Fire Safety
- f) Overcrowding

8.8.2 Administration of RRAP

All CMHC's RRAP incentives will be administered by the Housing Administrator under the guidance of the Housing Authority. The Housing Administrator will in return delegate the work to the Capital Department.

8.8.3 Assistance under RRAP

Number of applications approved annually and maximum assistance/loan amounts for these programs are established by CMHC.

8.8.4 Eligibility for RRAP

In order to be eligible for consideration for the RRAP housing program the following conditions must be met:

- a) A band member must be 21 years of age or older;
- b) Houses must be a minimum of five (5) years old;
- c) Band members can only access this program every 15 years from their previous approved repair loan or RRAP;
- d) Assistance may be available to address a problem with overcrowding;
- e) RRAP for persons with disabilities offers assistance to homeowners who wish to complete work to modify their home to suit individuals with disabilities.
- f) The house is not receiving assistance under a housing agreement.
- g) The home is not a Section 95 home, currently mortgaged.

8.8.5 Restrictions

Work carried out prior to approval is not eligible.

8.8.6 Procedure

CMHC's RRAP program will be accessed for those individuals who qualify under CMHC's guidelines as described below:

- a) Applications for the RRAP programs can be obtained from the Capital Department and/or the office of the Housing Administrator.
- b) All requests for RRAP renovation funds shall be accompanied by two quotations for any work that is being proposed.
- c) Estimates must show material and labour costs.
- d) Estimates are to be submitted to CMHC RRAP by the office of the Housing Administrator for their review and approval.
- e) A RRAP contract must be signed between the owner and the Band as represented by the Housing Administrator before the renovation work begins.

8.9 ADDITIONAL HOUSING REPAIR FUNDING

On occasion, funding is made available through federally funded housing repair initiatives. The Housing Authority is responsible to apply for this funding and the terms of the program vary with each specific initiative.

9.0 HOUSING REPAIR APPLICATION PROCESS

9.1 REPAIR REQUEST APPLICATION

All homeowners and tenants must apply for repair and renovations requests through the Housing Administrator's office

9.2 REPAIR REQUEST REVIEW

Repair Request applications will be kept on file by the office of the Housing Administrator. A summary of the requests along with all supporting documentation will be presented to the Housing Authority and the Director of Capital for review on a regular basis.

10.0 HOUSING REPAIR SELECTION PROCESS

10.1 PRIORITY LIST

The Housing Authority will review applications to determine the extent and urgency of the repairs. The following factors will be considered when determining priority:

- a) Health and Safety
- b) Provisions for occupants with disabilities
- c) Band versus Private Ownership
- d) Cost
- e) Repair history
- f) Family Income

10.2 APPROVED REPAIR REQUEST

The Housing Authority shall select the applications ranking highest on a priority list and funding availability.

10.3 NOTIFICATION OF REPAIRS

Homeowners and Tenants will be notified in writing of the selection of their request for repairs or renovations.

10.4 APPEALS

Appeals to repair selections are limited to the Housing Authority's decisions regarding the approval of individual repair or renovation projects. The amount of funding allocated for the specific repair may not be the subject of appeal. Appeals must be sent in writing to the Housing Administrator, within thirty (30) days of the notification of repairs.

11.0 UNATTENDED / ABANDONED RENTAL UNITS

11.1 NOTICE OF UNATTENDED AND/OR ABANDONED RENTAL HOUSING UNIT

The tenant of a rental unit shall inform the Housing Administrator of any absence from the unit of more than one (1) month. Any damage to the rental unit sustained while the tenant is absent will be the responsibility of the tenant.

11.2 RESPONSIBILITY FOR UNATTENDED HOUSING UNIT

It shall be the responsibility of the tenant to find a person who shall check on the rental unit during any absences of longer than 72 hours to ensure that no damage occurs to the property or unit.

11.3 TRIBAL SECURITY/CAPITAL DEPARTMENT

Tribal Security and/or Capital Department staff may notify the Housing Administrator of any units that are observed to be left unattended for an extended period of time.

11.4 UNATTENDED AND/OR ABANDONED RENTAL HOUSING UNIT

Where a rental housing unit is unattended or abandoned for more than 60 days without notice, the Band may take any action necessary to secure the unit and protect the asset.

11.5 RENT PAYMENTS FOR UNATTENDED RENTAL HOUSING UNITS

A tenant who vacates a rental housing unit on a temporary basis shall continue to be responsible for the rental payments. For the purposes of this provision, a period of up to six months shall be considered a temporary absence.

11.6 SUB-LEASING A SECTION 95 UNIT

Should a Section 95 tenant plan to be absent for more than six months, special permission to sub-lease the unit must be approved by the Housing Authority, otherwise the tenant shall be deemed in default of their agreement and will be evicted from the unit.

11.7 TERM OF A SECTION 95 SUB-LEASE

At no time shall a Section 95 unit be sub-let for more than two (2) years, otherwise the original tenant shall be deemed in default of their agreement and will be evicted from the unit.

12.0 VANDALISM

12.1 POLICY STATEMENT

The Tobique First Nation shall not be responsible for damage due to vandalism and/or tenant neglect or negligence. Any costs associated with the repair of damage caused by tenant neglect or vandalism shall be the responsibility of the tenant. Failure to pay for such repairs will be considered a breach of the rental/lease agreement and may result in eviction.

12.2 REPORTING VANDALISM

All vandalism is to be reported to the Director of Capital and the police. Charges will be laid against those responsible and restitution sought. In the event that a court orders restitution and costs are paid, the amount added to the tenants account will be removed. Until restitution is paid in full the tenant is responsible for the damage.

12.3 HEALTH AND SAFETY HAZARDS AND DETRIMENT TO THE HOME

If damage and/or vandalism creates a health and safety hazard or is detrimental to the house, the Tobique First Nation may, at the discretion of the Housing Authority, repair the damage and charge the associated costs in labour and material to the tenant for payment.

12.4 FAILURE TO PAY

Should the tenant fail to adequately repair damages; the cost of repairs will be deducted from the individual's Treaty Credits until the repairs are paid in full.

12.5 EXTENSIVE DAMAGES

A tenant who has caused extensive damage to a rental unit will not be considered for housing for a period of five (5) years. A band member who has debts outstanding to the Tobique First Nation in respect of damages to a previous property shall not be considered for housing until all such debts are paid.

12.6 SECTION 95

Based on inspections, all repairs must be completed prior to any funding being released for renovations

13.0 ADDITIONAL ADMINISTRATIVE REQUIREMENTS AND STANDARDS

13.1 INSPECTIONS

13.1.1 Band-Owned Homes and Rental Units

All Band-owned and administered rental units, including Section 95 Houses, shall be inspected on a regular basis to record the condition of the unit and identify possible health and safety concerns. These inspections will be used to determine the need for any repairs or preventative maintenance. There may be a health representative accompanying band staff during these inspections. All health forms generated from inspections will be filed with the housing inspection

13.1.2 RRAP

As per CMHC's requirements, all RRAPs are required to be inspected before, during and after construction. All work listed on the work description, must be satisfactorily completed prior to any funding being released.

13.1.3 Vacant Unit Inspection

All vacant units shall be inspected periodically to check the condition of the unit. A housing report shall be completed confirming any deficiencies found. Any reasonable repairs and/or replacements shall be completed prior to a new tenant taking occupancy. All vacant units shall be inspected prior to being occupied by a new tenant.

13.1.4 Move-In Inspection

A move-in inspection will be completed before a tenant moves into a property. The Housing Administrator or a Capital Department representative and the tenant will complete the move-in inspection jointly. A checklist that confirms the condition of the property will be reviewed and signed off by a Band representative and the tenant. Pictures should supplement the inspection report where possible.

Following the move-in inspection the Housing Administrator shall complete an inspection report noting the condition of the rental unit and include pictures where appropriate. Once complete, the report and applicable pictures will be kept on file for the duration of the occupancy. This report will be used during the move-out inspection.

13.1.5 Move-Out Inspection

A move-out inspection will be completed before a tenant vacates the property. The checklist completed during the move-in inspection will be reviewed to confirm the condition of the property at move-out.

13.2 EXTERIOR PROPERTY MAINTENANCE

13.2.1 Responsibility

Homeowners and tenants are responsible for year-round maintenance on the property they occupy. This includes snow removal, lawn care and general upkeep.

13.2.2 Household Waste

All occupants of dwellings within the community are responsible to dispose of household waste (trash) into approved waste receptacles and position them for easy access by waste collection personnel.

13.2.3 Repairs

Any repairs required to the rental housing unit resulting from damage either by the tenant or a guest of the tenant shall be confirmed in writing and the cost billed to the tenant. Allowances shall be made for regular wear and tear as a result of normal use of the unit.

13.2.4 Burning of Rubbish

Residents will not be permitted to burn rubbish outdoors on their property, regardless of whether it is contained in an appropriate apparatus or not.

13.3 ILLEGAL ACTIVITY

The tenant(s), any occupant of the tenant(s) household and any persons invited onto the residential property or residential premise by the tenant(s) or any member of the tenant(s) family shall not engage in any criminal activity on the premises or property including, but not limited to:

- a) Any drug-related criminal activity.
- b) Solicitation (sex-trade workers and related nuisance activity).
- c) Street gang activity.
- d) Assault or threatened assault.
- e) Unlawful use of a firearm.
- f) Possession of stolen goods.
- g) Any criminal activity that threatens the health, safety or welfare of other members of the community.

Any tenant(s) residing in a Band owned property including; houses and apartments who violates this regulation, may be subject to immediate eviction without warning.

13.4 PETS

13.4.1 Number of Pets in Apartments

Tenants in apartments built after 2017 may not have pets. Tenants living in apartments built prior to 2017 have no restrictions on pets. Tenants are encouraged to limit the number of pets and have all pets spayed or neutered.

13.4.2 Damage Caused by Pets

Any and all damage caused by pets will be the sole responsibility of the tenant. Damage caused by pets may be grounds for eviction, if the damage is not corrected within a reasonable amount of time.

13.4.3 Animal Control By-Law

All tenants and homeowners who own pets must abide by the Tobique First Nation animal control by-law.

13.5 INSURANCE

13.5.1 Band-Owned Homes

The Tobique First Nation is responsible for insuring all Band-owned houses and dwellings, including Section 95 Houses. Tenants may inquire to the status of insurance on the house they are occupying and are encouraged to purchase insurance for their personal possessions contained in band-owned homes, rental units, and Section 95 Houses.

13.5.2 Apartments

It is strongly recommended that tenants purchase insurance for the contents of their apartment. The Tobique First Nation shall not be responsible for the personal belongings of the tenant.

13.5.3 Section 10 Houses

The homeowner, not the Tobique First Nation, shall be responsible for insuring the property and contents.

14.0 PRIVATE RENTAL UNIT REQUIREMENTS

14.1 OVERVIEW

Individual homeowners who possess a Certificate of Possession, may rent an apartment or house to a band member, pending the following requirements are met:

- a) The primary tenant is a band member and
- b) The rental unit meets all minimum standards as listed below

14.2 MINIMUM STANDARDS FOR RENTAL UNITS

To ensure the health and safety of all tenants residing in privately-owned rental units the following minimum standards must be adhered to:

- a) Structure shall be sound, waterproof, windproof and weatherproof.
- b) The mechanical components of the unit shall provide adequate heat, potable water, cooking facilities and washroom facilities.
- c) The living environment shall be maintained in a clean and healthy condition, with adequate sleeping space.
- d) All components of the unit shall conform to the most recent ***Building Code of Canada***.
- e) All components of the unit shall conform to any Band By-laws as set from time to time.
- f) The rental unit is inspected by a representative of the Capital Department and meets all the above requirements.

14.3 SOCIAL CLIENTS

Band members who are receiving Income Assistance, are eligible to have their rent subsidized for privately owned apartments or homes by the Income Assistance Department.

14.4 REPAIRS TO RENTAL UNITS

Privately-owned rental units are not eligible to receive funding from the Band to complete repairs or renovations.

15.0 PRE-EXISTING MINISTERIAL LOAN GUARANTEES

15.1 BACKGROUND

Currently the Tobique First Nation is not accepting applications for individual Ministerial Loan Guarantees (MLG). For the purposes of this policy specific segments of this section continue to apply to existing MLG funded homes.

15.2 LENDER NOTICE OF DEFAULT

The Borrower is required to make good the obligations agreed to under the Loan Agreement with the Lender and the Guarantee Agreement with the Minister. The Borrower shall be deemed to be in default of the loan by the Lender for a matter such as, but not limited to, breach of payment. The Lender shall immediately make Council aware that the Borrower is in default through a copy of the Notice of Loan Default to the Borrower and shall inform the Minister of such default by way of a Notification of Loan Default. The Certificate of Possession shall be revoked or transferred to the Band in the case of default.

15.3 HOUSING AUTHORITY NOTICE OF DEFAULT

The Housing Authority acting on behalf of the Band shall notify the borrower, by means of registered mail they are in default of the terms of their signed Loan Agreement. The borrower will be given 30 days to make arrangements to correct the problem. In the event no action is taken by the borrower to correct the situation, the Band shall take all necessary legal action required to rectify the situation including but not limited to the following;

- a) Eviction
- b) Transfer of ownership to the Band.
- c) Garnishment of wages.
- d) Notification of default to a credit agency.
- e) Assign the debt to a collection agency.

THIS POLICY IS HEREBY APPROVED AND PASSED BY CHIEF AND COUNCIL AT A DULY CONVENED MEETING ON THE ____ DAY OF _____, 20__, AT _____, IN THE PROVINCE OF NEW BRUNSWICK.

A quorum of Council consists of _____ (__) members of Council.

Chief Ross Perley

Councillor Edwin Bernard

Councillor Tina Martin

Councillor Richard Moulton

Councillor Jasmine Pirie

Councillor Brad Sappier

Councillor Leonard Nicholas

Councillor Shawn Deveau

Councillor Kim Perley

Councillor Ryan Moulton

Councillor Julian Moulton

Councillor James Bernard

Councillor Shane Perley-Dutcher