

Neqotkuk Maliseet Nation



Housing Policies on Ownership and Rent-to-Own

Approved- June 2016

In 2007, the United Nations General Assembly adopted the Declaration on the Rights of Indigenous Peoples, recognizing that:

Article 21

1. Indigenous peoples have the right, without discrimination, to the improvement of their economic and social conditions, including, inter alia, in the areas of education, employment, vocational training and retraining, ***housing***, sanitation, health and social security.
2. States shall take effective measures and, where appropriate, special measures to ensure continuing improvement of their economic and social conditions. Particular attention shall be paid to the rights and special needs of ***indigenous elders, women, youth, children and persons with disabilities***.

Article 22

1. Particular attention shall be paid to the rights and special needs of indigenous elders, women, youth, children and persons with disabilities in the implementation of this Declaration.
2. States shall take measures, in conjunction with indigenous peoples, to ensure that indigenous women and children enjoy the full protection and guarantees against all forms of violence and discrimination.

Article 23

Indigenous peoples have the right to determine and develop priorities and strategies for exercising their right to development. In particular, indigenous peoples have the right to be actively involved in developing and determining health, ***housing*** and other economic and social programmes affecting them and, as far as possible, to administer such programmes through their own institutions.

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1.0 Background and Purpose of the Policy

The purpose of the rent-to-own housing program for the Neqotkuk Maliseet Nation (NMN) is to provide band members with accommodation that meets health, safety and minimum property standards. This housing policy ensures that housing assistance is made available to NMN members in a fair and equitable manner and will benefit the community as a whole.

This policy applies to homes built or purchased for the purpose of long-term rental with a rent-to-own option. The rent-to-own program is intended to assist NMN members who are unable to qualify for a mortgage or make full mortgage payments and pay other housing costs but can reasonably be expected to assume full responsibility for costs and upkeep of the home by the end of the rental tenancy agreement period. Under this program, the NMN member occupies the unit as a tenant and shall sign a rental tenancy agreement with the Council approved housing Authority. At the end of the agreement period, if the tenant has met all of the terms and conditions of the agreement, the housing authority will transfer the unit and the Certificate of Possession of the lot to the tenant.

Tenants occupying rent-to-own units pay rent to cover the cost of the mortgage and operating costs of the home that are not covered.

This policy authorizes the administration and management of the rent-to-own housing program by the NMN housing authority, and provides information, directives, rights and responsibilities to that authority.

The Council and the housing authority have reviewed the administration of housing services and have approved this rent-to-own housing program policy to guide the delivery and administration of rent-to-own housing services to the community.

2.0 Objectives

- 2.1 The objectives of the rent-to-own housing program are to:
- a) To promote a self-governing, self-reliant people with regard to housing; and
 - b) To address the need and demand for adequate housing by allocating housing assistance for NMN members in an equitable manner; and
 - c) Protect and enhance the community's investment in housing; and

- d) Protect and extend the life of rent-to-own housing through the application and enforcement of maintenance, inspection, renovation and insurance policies; and
- e) Share the responsibility for rent-to-own housing between the NMN housing authority and the tenants.

2.2 Priorities within the objectives are established by Council in consultation with and/or upon the recommendation of the housing authority and the capital department.

3.0 Purpose and Scope of the Housing Policy

3.1 Purpose of the Housing Policy

The purpose of the housing policy is to:

- a) To confirm the process by which housing decisions will be made in support of the delivery and administration of a transparent and impartial housing program; and
- b) To confirm the rights and responsibilities of Council, the housing authority, the capital department and, the tenant(s).

3.2 Scope of the Housing Policy

The scope of the housing policy is to:

- a) Provide direction on how the housing authority will deliver and administer the rent-to-own program; and
- b) Provide direction pertaining to the application, allocation, financing and maintenance of rent-to-own housing; and
- c) To provide an overview of agreements and related rights and responsibilities of all parties.

4.0 Definitions

- “**INAC**” means Indigenous and Northern Affairs Canada (INAC).
- “**Appeal**” means an option for applicants or tenants who wish to appeal any decision made under this housing policy. The appeal process provides for a review of information and verification that decisions made were in compliance with the housing policy and community housing goals and priorities.
- “**Arrears**” means housing payments owed to the NMN Council that are late or overdue.
- “**By any means**” means communication by telephone, email, social media and written notice.
- “**CMHC**” means Canada Mortgage & Housing Corporation.

- **“Community” or “the community”** means the NMN.
- **“Council”** means the duly elected NMN Chief and Council.
- **“Elder”** means a registered member of the Band who is 65 years of age or older.
- **“Eviction”** means the legal action taken by the housing authority to remove a tenant from a rent-to-own unit for failure to honour the conditions of their rental tenancy agreement.
- **“Household”** means all of the permanent occupants living in the unit.
- **“Household income”** means the income from all sources, of all members of the household, regardless of age.
- **“Housing Authority”** means a group sanctioned by the NMN Chief & Council to manage the delivery and operation of all on reserve housing.
- **“Capital department”** means NMN capital department.
- **“Member”** means an individual who is a registered status Indian in accordance with the Indian Act and a member of the NMN.
- **“Partners”** means any organization that invests, or contributes to the program.
- **“Qualifying member” or “qualifying applicant”** means a band member or applicant who meets the eligibility criteria for housing assistance under this housing policy.
- **“Rent”** means the amount paid or required to be paid by a tenant to the band for the right to occupy a rent-to-own unit.
- **“Replacement reserve”** means the fund that is used to cover the cost of replacing capital items to ensure the units are kept at an acceptable standard.
- **“Rental tenancy agreement” or “tenancy agreement” or “agreement”** means a written agreement between the housing authority and a tenant for the right to occupy a rent-to-own unit, and includes any renewal of such an agreement.
- **“Subsidy”** means the money and/or services provided or administered by the Band.
- **“Tenant”** means a person who enters into a rental tenancy agreement with the capital department and who pays rent in return for the right to occupy a rent-to-own unit.
- **“Unit”** means the rent-to-own unit occupied by the tenant.
- **“Working days”** means every official working day of the week which include the days between and including Monday to Friday and exclude weekends and public holidays.

5.0 Policy Administration and Enforcement

- 5.1 This housing policy applies to all persons occupying a rent-to-own unit.
- 5.2 The housing authority is responsible for the day-to-day administration and enforcement of all housing programs and services. The capital department shall prepare all applications and submissions to the housing authority for review.
- 5.3 The housing authority is appointed by NMN Council for the purpose of supporting and assisting the capital department in achieving housing goals, ongoing communication and, liaising with the NMN members and leadership and providing advice to the capital department when required. The housing authority reviews recommendations for housing applications and submissions.
- 5.4 Council shall review and ratify all NMN housing amendments and recommendations.

6.0 Amendments to the Housing Policy

- 6.1 Where amendments to this housing policy are necessary, the housing Authority shall present proposed amendments to Council for approval.
- 6.2 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.
- 6.3 Policy amendments approved by Council shall be recorded in the Council meeting minutes.
- 6.4 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.
- 6.5 The housing Authority shall provide notice of the change in policy by:
 - a) Providing written notice of the policy amendment to tenants within 30 days of approval (3 months notice for any rent increases); and
 - b) The new policies shall be posted at the Council office for 30 days.
- 6.6 Where the policy amendment is approved, the housing authority shall note on a policy amendment list in the format as noted below. The policy amendment list shall precede the table of contents. Amendments are numbered consecutively on the policy amendment list by date of approval by Council until such a time that a new issue of the policy is

- c) To ensure financial controls are in place to manage delivery and administration of housing programs and services;
- d) To review and authorize reports to partners and the membership, as required; and
- e) To approve all budgets related to the delivery and administration of housing programs and services; and
- f) Ensure all housing programs and services are provided; and
- g) Support the enforcement of the housing policy.

7.2 Housing Authority

7.3.1 The housing authority shall consist of Six (7) Band members

7.3.2 The key responsibilities of the housing authority are to:

- a) Ensure housing programs and services are delivered and administered in accordance with the housing policy and
- b) Ensure all housing programs and services are provided; and
- c) Review applications for rent-to-own units as provided by the capital department; and
- d) On behalf of Council enter into a rental tenancy agreement with approved tenant(s); and
- e) Review the housing policy annually and recommend changes in policy to Council for approval; and
- f) Report to Chief and Council, as requested by Chief and Council; and
- g) Liaise with band members to ensure the housing needs of members are documented; and
- h) Support the enforcement of housing policy; and
- i) Meet monthly with the capital department to review housing activities/issues; and
- j) Support the work of the capital department.

7.3 Capital department

The key responsibilities of the capital department are to:

- a) Apply and enforce the housing policy; and
- b) Recommend changes in policy as needed and review housing goals and priorities annually; and
- c) Review all applications for rent-to-own housing to ensure completeness and eligibility; and
- d) Carry out or oversee repairs in a cost-effective manner; and
- e) Monitor the effectiveness of all housing policies and programs;
- f) Report regularly to the housing authority on the activities of the capital department; and
- g) Liaise with NMN members to ensure the housing needs of members are documented; and
- h) Prepare annual budget requests for the approval of Council; and
- i) Prepare report on housing activities for as required by Council and partners; and
- j) Plan and carry out community meetings on housing programs or services; and
- k) Respond to queries and requests for services from band members, applicants and tenants, and;
- l) Complete an annual unit condition assessment and/or home visit for all existing units; and
- m) Provide information and counselling for tenants who require assistance in understanding and assuming their housing responsibilities.

7.4 Tenants

Upon entering into a rental tenancy agreement with the band, the tenant shall be required to honour the obligations and conditions of the agreement and this housing policy which include, but are not limited to:

- a) Adhering to the Code of Conduct for Residency (a copy shall be provided to the tenant at occupancy); and
- b) Setting up a transfer of electric power services at occupancy; and
- c) Making monthly rent payments in full and on time; and
- d) Paying other housing charges as required; and
- e) Completing maintenance and minor repairs as detailed in the rental tenancy agreement addendum; and
- f) Correcting tenant damage; and

- g) Keeping the unit and property free of health and safety hazards and including driveway snow clearing, lawn mowing, hedge trimming, fence repair, etc. outside of the home; and
- h) Contacting the capital department of all planned absences from the unit.

8.0 Appeals

8.1 Grounds for an Appeal

An applicant/tenant may appeal a decision made under this housing policy where the appeal falls under one or more of the following categories:

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

8.2 Submitting the Appeal

8.2.1 An applicant/tenant who wishes to appeal a decision made under this housing policy shall submit their appeal in writing to the NMN within four working days of having been advised of the decision. The applicant/tenant shall submit a notice of appeal (refer to Appendix A for a copy of the notice). The notice of appeal form is available from the Capital department.

8.2.2 The appeal shall be received by the NMN at the reception desk and stamped with the date received and passed to the Capital department.

8.2.3 The Capital department shall acknowledge receipt of the appeal, in writing, within five (5) working days of receipt of the appeal and shall confirm to the applicant/tenant the anticipated date of the appeal review by the housing authority.

8.3 Reviewing the Appeal

8.3.1 Level 1 - Appeal Reviewed by the Housing Authority

The housing authority will review the appeal within five (5) working days of receipt of the appeal. On completion of the review of the appeal, the housing authority shall direct the Capital department to confirm in writing to the applicant/tenant whether:

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

8.3.2 Level 2 - Appeal Reviewed by Council

8.3.2.1 Where the applicant/tenant does not agree with the decision of the housing authority they may appeal the decision to Council. The applicant/tenant must re-submit their appeal within five (5) working days of being provided a decision on their Level 1 appeal and the processes noted under 8.1 and 8.2 shall apply.

8.3.2.2 Five (5) working days before the next scheduled NMN Council meeting the capital department shall present the appeal documentation to Council.

8.3.2.3 The appeal shall be tabled at the next Council meeting. As part of Council's review of the appeal, a representative of the housing authority 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 by the housing authority for the Level 1 appeal. If desired, the applicant/tenant may make a verbal presentation to Council on their appeal.

8.3.2.4 In considering the appeal Council shall decide whether the Capital department and the housing authority based its decision according to the housing policy, without bias or favoritism and without error in interpretation of the housing policy.

8.4 Appeal Decision

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

- a) Confirm that the decision being appealed has been revised in favour of the applicant/tenant; or

- b) Confirm that the housing policy was followed and that there are no reasonable grounds for an appeal.
- 8.4.2 Council shall provide a decision to the Capital department within two (2) working days of the appeal review meeting.
- 8.4.3 The Capital department shall respond in writing to the applicant/tenant within five (5) working days of the appeal review meeting to confirm Council's decision regarding the appeal.
- 8.4.4 The Capital department shall take action as advised by Council regarding the appeal.
- 8.4.5 Where Council has confirmed that the decision being appealed has been revised in favour of the applicant/tenant and where the appeal is based on the grounds that the policy is patently unreasonable, Council shall direct the Capital department to make an amendment to the housing policy in the matter of the decision being appealed.
- 8.4.6 The decision of Council shall be final.

9.0 Eligibility Criteria

To be eligible for this program, an applicant shall meet the following criteria:

- 9.1 Shall be a registered member of the NMN.
- 9.2 Shall be 18 years of age or older.
- 9.3 Shall complete an application for rent-to-own housing (refer to Appendix B).
- 9.4 Shall provide written verification of gross family income (e.g. letter from current employer/pay stubs, EI or pension benefits statements, and/or Canada Revenue Agency notice of assessment, or T-4/T-4E) in order to confirm their ability to afford the cost of housing.
- 9.5 May be required to permit representatives of the Capital department to complete a home visit/inspection of their current housing situation to confirm eligibility and priority of their request for housing assistance.
- 9.6 An applicant with rental arrears and/or outstanding accounts (money owing) to the housing authority shall not be eligible to receive housing assistance until:
 - 9.6.1 The rental arrears/outstanding accounts have been paid in full; or
 - 9.6.2 With the exception of an outstanding account related to tenant damage, the applicant has entered into a repayment agreement

with the Authority and has paid the agreed upon monthly instalments on the due date of the instalments for a minimum of six consecutive months; or

9.6.3 Where the outstanding account relates to tenant damage to a NMN rental unit occupied by the applicant(s), this outstanding account must be paid in full before the applicant is eligible to receive rent-to-own housing assistance.

- 9.7 An applicant with a history of poor tenancy (cited for rental tenancy agreement violations where notice to correct or vacate was issued) shall not be eligible to receive housing assistance except where either:
- a) The applicant has documentation from their most recent landlord that confirms compliance with a rental tenancy agreement for a consecutive 2 year period; or
 - b) Where a formal rental tenancy agreement is not in place, the applicant can supply a reference with which the Capital department can confirm the applicant's ability to effectively manage the financial and physical responsibilities of occupying a unit as a tenant.
- 9.8 An approved applicant shall provide payment of the first month's rent prior to signing the rental tenancy agreement.
- 9.9 An approved applicant shall provide a \$500.00 cash deposit to the NMN (a receipt shall be provided) prior to signing the rental tenancy agreement; the applicant has to participate in a Basic Home Maintenance workshop within the timeframe required by the Authority (e.g. Prior to occupancy). The deposit shall be refunded at the expiration of the rental tenancy agreement.

10.0 Selection Criteria - Priority for Housing Assistance

- 10.1 Priority for housing shall be given according to:
- a) The household size in consideration of the size/number of bedrooms in the unit that is available; and
 - b) Priority of the household in accordance with NMN housing goals.
- 10.2 If in the opinion of the NMN all other eligibility criteria are confirmed to be equal, applicants with the earliest application date shall be given priority.

11.0 Applications

11.1 Application Process

11.1.1 New applications shall be received by the reception desk and

entered into the mail log by date received. The application shall be passed to the Capital department.

- 11.1.2 Within 30 days of receipt of the application, the capital department shall review the application to:
 - a) Confirm the application is complete and includes all of the required information; and
 - b) Confirm eligibility in accordance with the housing policy; and
 - c) Provide written notification to the applicant to confirm or comment on eligibility; and
 - d) The Capital department shall enter the eligible and complete application on the waiting list.
- 11.1.3 Incomplete applications shall be returned to the applicant and/or the Capital department shall contact the applicant to confirm the information required to complete the application within 30 days of application. The Capital department may hold the incomplete application until the required information is provided by the applicant. Any incomplete applications held by the Capital department shall be considered inactive until such time as the applicant provides the missing information.
- 11.1.4 The Capital department shall keep a written record of its review and the reasons for acceptance or rejection based on eligibility and completeness of the application.
- 11.1.5 In advance of the housing authority meeting to review/recommend applicants for available units, the capital department may contact the applicants being considered for these unit(s). The Capital department shall conduct an interview with the applicant(s) to review the rent-to-own program requirements and generally confirm the applicants' eligibility for the unit.
- 11.1.6 When a unit(s) is available the list of numbered applications shall be submitted to the housing authority. The authority shall finalize the list of successful applicants, based on the housing policy and housing priorities.

11.2 Application Approval

- 11.2.1 If NMN Authority approves the application, the capital department shall contact the successful applicant within 5 working days of selection for a unit has been approved by NMN Authority.
- 11.2.2 An applicant shall have 5 working days to confirm acceptance of the unit and to make arrangements for an in-person meeting with the capital department to sign the required documentation. Failure by the applicant to confirm acceptance within 5 working days shall result in the application being returned to the waiting

list.

11.2.3 The Capital department shall maintain the applicant file in a secure location with access only by authorized representatives of the Capital department.

11.3 Application Renewal

11.3.1 The Capital department shall keep applications on file for one (1) year from the date of receipt.

11.3.2 An applicant is responsible to update their application annually.

11.3.3 After each new application or re-application is submitted, the Capital department shall review the application to confirm the application is complete and meets the eligibility requirements as detailed in this housing policy and shall calculate a new Application Priority/Suitability Rating System form.

11.3.4 An application can be renewed or updated by phoning the Capital department or arranging for an in-person interview with the housing administrator, or submitting a new application before the end of the 1 year period.

11.3.5 An application not updated annually shall be considered inactive and shall be removed from the Capital department waiting list file.

12.0 Rental Tenancy Agreement

12.1 The rental tenancy agreement (the agreement) has been developed to protect the unit, the tenant and the band. The agreement is administered in accordance with the terms outlined in the rental tenancy agreement, this housing policy and the applicable NMN laws and regulations. The agreement confirms the tenant's obligations and the obligations of the band. A copy of the agreement is included in Appendix C.

12.2 After the application for housing has been approved, and prior to occupancy, the Capital department shall complete an in-person meeting with the tenant to explain all aspects of the rent-to-own program and the agreement. The Capital department shall review the responsibilities of the band, all rules imposed on the tenant, charges payable by the tenant and consequences for breach of the agreement and/or the housing policy. A record of this meeting shall be made and retained on the tenant file. (a meeting checklist to developed to put in file)

12.3 The agreement shall be signed by a representative of the housing authority and the tenant prior to the tenant taking occupancy of the unit.

- 12.4 As a condition of signing the agreement, the tenant shall provide to the finance department payment of the first month's rent.
- 12.5 On execution of the agreement, the capital department shall provide to the tenant, no later than 21 days after the agreement was entered into:
 - a) A copy of the agreement; and
 - b) A copy of the rent-to-own program policy; and
 - c) A copy of the NMN Code of Conduct for Residency; and
 - d) A copy of any rules and regulations that relate to the unit.
- 12.6 After signing, the agreement shall continue month to month until the agreement is completed.

13.0 Option to Purchase

- 13.1 NMN Band members approved for a rent-to-own unit after a date established by NMN housing Authority shall have the option to purchase made available to them only after having met the terms and conditions of the rental tenancy agreement (the agreement) for 15 consecutive years (e.g. rental payments made as required, unit maintenance completed in accordance with the agreement, no incidents of agreement or housing policy violation).
- 13.2 During the initial 15 years of occupancy, the Capital department shall meet annually with the tenant to provide information and counselling regarding housing responsibilities.
- 13.3 At the conclusion of the 15 year period, where the Capital department confirms that the option to purchase shall be offered to the tenant, the Capital department shall meet with the tenant and provide information on the option to purchase including roles and responsibilities of the tenant and the Authority.
- 13.4 Where the Capital department has documented evidence that tenant has not met the terms and conditions of the agreement and where the Capital department has provided counselling and written notification to the tenant to that effect, the Capital department shall notify the tenant in writing that they are not eligible to enter into an option to purchase the unit. In such cases, the authority may permit the tenant to remain in the unit as a rental tenant, and the option to purchase shall not be made available to that tenant.

14.0 Rent Payments and Other Housing Charges

All tenants are expected to contribute toward the cost of housing. Funds collected as rent payments shall be used to protect the NMN's investment in rent-to-own housing and to maximize housing resources.

14.1 Rent Levels

Rent levels shall be based on the level of revenue required for the unit, as recommended by funding partners, and the annual operating costs (including but not limited to repayment of bank mortgages/loans, third party liability and structural insurance, maintenance and repairs) and in consideration of any subsidies where applicable.

14.2 Rent Payments

14.2.1 The Capital department shall give the tenant written notice of rent payment increases at least ninety (90) days prior to the effective date of the rental increase.

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

14.3 Methods of Rent Payment

14.3.1 Electronic Transfer

Where a tenant wishes to arrange monthly electronic transfer of the rental payment to the band, the tenant shall complete the required forms with the finance department.

14.3.2 Social Assistance Recipients

Where the tenant is in receipt of social assistance and is eligible for the shelter component, the shelter component will be automatically transferred to the band housing account on behalf of the social assistance client on a monthly basis.

14.4 Other Housing Charges

A tenant shall pay all charges for utilities including heat, electricity and all services including telephone, and all other services or any other amenity to which the tenant may subscribe or install, unless otherwise indicated in the rental tenancy agreement.

15.0 Rent Collection

15.1 Account in Arrears

15.1.1 Rent is due to be paid by the tenant to the band monthly on the 1st day of each month. If rent is not paid on the 1st day of the month the rent shall be considered in arrears unless otherwise stated in the rental tenancy agreement (for example, social

- assistance transfer of the shelter component).
- 15.1.2 For accounts in arrears rent collection procedures shall commence on the 5th working day of the month. All written notices and attempts to contact the tenant made by the capital department shall be dated and recorded on the tenant file.
- 15.2 Collection Process
- 15.2.1 First Notice - A first notice shall be sent to the tenant on the 5th working day of the first month the payment is missed. The tenant shall be advised to pay the outstanding rent in full or to make an appointment with the Capital department to discuss the late payment and to make arrangements to repay the arrears. The Capital department shall also make every effort to contact the tenant to resolve the arrears.
- 15.2.2 Second Notice - If on the last working day of the month no payment has been received, a second written notice will be sent on the 1st day after the second payment has been missed. The notice will confirm the tenant has 10 working days to either pay the arrears plus the current months' rent in full or, to meet with the housing administrator and enter into a written agreement to repay the arrears over a mutually agreed upon amount of time. The notice shall include confirmation of the consequences of failing to repay the arrears or to make repayment arrangements. The capital department will also make at least two efforts to contact the tenant by any means to resolve the arrears. If a repayment agreement is entered into, the tenant must pay a minimum of 15% of the total of the arrears plus the current month's rent on the date the agreement is entered into (refer to the section of this policy that details requirements of a repayment agreement).
- 15.2.3 Third and final notice - If, on the 11th working day of the second month, where the Capital department has made 2 attempts to contact the tenant, by any means, to arrange recovery of the arrears and the tenant does pay the arrears or enter into a repayment agreement, the capital department shall issue a third and final written notice. The notice shall confirm the tenant has 10 working days to pay the arrears in full. The notice shall confirm that failing to repay the arrears in full shall result in termination of the rental tenancy agreement (eviction). The capital department shall notify the housing authority when a third and final notice has been issued.
- 15.2.4 Eviction - Where the housing authority approves eviction as the consequence for continued non-payment and if after 10 working days after the third notice is issued the tenant has not paid the

arrears in full a 10-day notice to terminate tenancy shall be issued to the tenant (refer to the section on termination of tenancy within this policy). The 10 day notice to terminate tenancy shall be delivered:

- a) By registered mail to the mailing address noted on the tenant file; or
- b) By hand to an adult person living in the unit; or
- c) Be posted to the front door of the unit with a third-party as witness to the delivery of the notice.

15.2.5 The Capital department shall only cancel the termination of eviction action where the tenant pays the full amount of arrears by cash, certified cheque or bank draft before the expiration of the 10 day notice period. A repayment agreement will not be accepted.

15.2.6 If after 10 days the tenant fails to pay the arrears in full, the Capital department shall proceed with termination of the rental tenancy agreement (eviction) and notify NMN Council of this action.

15.3 Repayment/Arrears Recovery Agreement

15.3.1 The tenant may agree to enter into an agreement to repay the arrears (refer to Appendix D). The repayment agreement shall include the amount of each repayment installment and the date the payment is due. Where a repayment agreement is entered into the tenant shall pay a minimum of 15% of the rent owed on the account as of the date the agreement is entered into.

15.3.2 Both the tenant and the capital department shall agree to all repayment agreements, in writing. The tenant shall be provided with one copy of the signed agreement and a second copy shall be maintained on the tenant file.

15.3.3 If the tenant fails to honour the repayment agreement, the rental tenancy agreement shall be terminated immediately after an arrears payment is not made as agreed.

15.4 Repeated Late Payments

15.4.1 Where the tenant is repeatedly late with/fails to make their payment as agreed, this is a violation of the terms of their rental tenancy agreement and the housing policy and may result in eviction.

15.4.2 Where a tenant is late and/or has failed to make their rental payment as agreed, the capital department shall schedule a meeting with the tenant to review the consequences of failing to honour their payment responsibilities.

16.0 Termination of the Rental Tenancy Agreement/Eviction

16.1 Termination by the Tenant

- 16.1.1 The tenant may terminate their rental tenancy agreement by giving written notice to the capital department on or before the last day of a rental payment period, to be effective on the last day of the next rental payment period. The period of notice shall not be less than one full calendar month. The notice (refer to Appendix E for a sample of this notice) shall confirm: the address of the unit, the date that the tenant shall vacate the unit, the tenant's agreement to continue to pay in full all rent and other housing charges as required under the terms of the rental tenancy agreement until the end of the month that they shall terminate tenancy, and shall be signed by the tenant(s) and dated.
- 16.1.2 The notice shall be delivered by hand or by registered mail to the band, at least 5 working days in advance of the 30 days notice period.
- 16.1.3 The capital department shall provide the tenant with written confirmation that the termination notice has been received, within 5 working days of receiving the notice.

16.2 Termination by the Band

The band may terminate the rental tenancy agreement (the agreement) by giving a written notice to the tenant to terminate tenancy within 30 days (refer to Appendix F) where there has been a breach of the agreement, the housing policy and/or for any of the following:

- 16.2.1 Tenant knowingly gave false information to the Housing authority.
- 16.2.2 Tenant is in arrears of their rental payments.
- 16.2.3 Tenant or a person permitted on the property by the tenant, or the tenants pet(s) has:
 - a) Significantly interfered with or unreasonably disturbed another tenant, a neighboring occupant or the band; and/or
 - b) Seriously jeopardized the health or safety or lawful right of another tenant, a neighboring occupant or the band.
- 16.2.4 Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to:
 - a) Damage the rented unit/property; and/or
 - b) Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant, a neighboring occupant, or the band.
- 16.2.5 Tenant has caused damage to the unit or property as a result of willful damage or neglect by the tenant or their guests and:

- a) Has not done the required repairs to the unit or property after receiving the required notification from the band; and/or
 - b) Has not paid the band for repairs carried out by the band.
 - 16.2.6 Tenant has abandoned the unit for a period longer than two (2) months without written notice to the capital department.
 - 16.2.7 A tenant is operating a business out of the unit without prior approval by the authority.
- 16.3 Notification Process - Terminating Tenancy for Cause
 - 16.3.1 Except in cases where the cause for termination/eviction is rental arrears as noted within this policy prior to issuing the 30 day notice to terminate tenancy the band will issue two (2) written notices to the tenant to confirm the breach of the agreement and/or housing policy.
 - 16.3.2 First Notice - The first notice, which shall be signed and dated by the housing administrator, shall include contact information and a deadline for the tenant to contact the housing authority to respond to and resolve the breach.
 - 16.3.3 Second Notice - The second notice shall confirm that if the breach has not been resolved to the satisfaction of the housing authority within the deadline noted therein, the 30 day notice to terminate tenancy shall be issued (refer to Appendix F).
 - 16.3.4 Final Notice - As part of the final notice, the housing administrator shall notify the tenant of a date and location of a meeting which shall be offered as a final opportunity to resolve the breach and prevent eviction. The written notice for the meeting shall be provided. Where the tenant fails to participate in the meeting, the housing authority shall proceed with eviction as noted within this housing policy.
- 16.4 Repeated Breach of the Rental Tenancy Agreement/Housing Policy
 - 16.4.1 Where the tenant has repeatedly breached the rental tenancy agreement and received notice to correct from the housing authority, this is a violation of the terms of their agreement and the housing policy and may result in eviction.
 - 16.4.2 After the second instance where the housing authority has issued 2 written notices to the tenant regarding a breach of the agreement, the capital department shall schedule a meeting with the tenant to review the consequences of failing to honour the terms of their rental tenancy agreement.
 - 16.4.3 The capital department shall provide written confirmation to the tenant that, if there is a third instance where the tenant commits a breach of the agreement, the next breach shall result

in the capital department recommending to housing authority the termination of tenancy.

16.5 Eviction Process

16.5.1 Housing authority shall authorize all evictions.

16.5.2 Termination of tenancy/eviction shall take place either:

- a) After the 10 day notice to terminate tenancy has been delivered to the tenant where the cause for termination/eviction is rental arrears as noted within this policy; or
- b) After a 30 day notice to terminate tenancy has been delivered to the tenant where the housing authority is terminating tenancy for cause, other than rental arrears, as noted within this policy.

16.5.3 Eviction action shall be taken only as a last resort after the capital department has made and documented efforts to meet with the tenant and counsel them on the consequences of failing to resolve the breach of the rental tenancy agreement and/or the housing policy. This is an effort to provide every chance for settlement, as opposed to removing the tenant from the unit.

16.5.4 The written notice to terminate tenancy shall be issued by the housing authority within the timelines noted above and such notice shall be provided by either:

- a) Handing the notice directly to the tenant; or
- b) Securely attaching the notice to the door of the unit. A notice attached to the door is presumed to have been legally served on the third day after it is attached; or
- c) Handing the notice to an adult who lives with the tenant; or
- d) Sending the notice by registered mail. A notice sent by registered mail is presumed to have been legally served five days after it is mailed.

16.5.5 If the tenant does not vacate the unit at the required date defined in the termination of tenancy notice, the housing authority may:

- a) Obtain the services of the sheriff or the RCMP or retain a solicitor to obtain from the court an Order of Possession and to serve this order on the tenant; and/or
- b) Arrange for the locks to be changed and the tenant's possessions to be removed from the premises.

16.5.6 Where the reason for termination of the agreement is rental arrears, after the agreement has been terminated, any offer of payment or settlement (either full or partial) made by the tenant to the band or any agent assigned by the band to carry out the eviction, is to be declined (acceptance of payment of

- rental arrears cancels eviction action and reinstates the rental tenancy agreement).
- 16.5.7 Any personal possessions left by the vacating tenant in the unit shall be stored by the band for 60 days or alternately dealt with by the capital department. Refer to the policy section dealing with abandoned units of this housing policy regarding disposal of a tenant's personal property.
 - 16.5.8 If, six months after the eviction, the payment arrears and/or other unpaid housing charges and costs have not been paid in full by the former tenant, the band may submit the account to a collection agency and/or report the debt to the credit bureau and/or submit the account to small claims court for restitution.
 - 16.5.9 The former tenant shall not be eligible for any other housing program until the arrears and/or other unpaid housing charges and costs have been repaid in full.

17.0 Insurance

- 17.1 The housing authority shall provide insurance against damage to the unit structure by fire and other perils and shall provide other liability insurance on all housing units until such time as a tenant exercises their option to purchase on the unit. The housing authority shall not provide contents/tenants insurance.
- 17.2 The tenant shall be responsible to obtaining and pay the cost of insurance to cover contents/personal belongings.
- 17.3 Neither the housing authority nor the capital department is responsible for the contents/ personal belongings of the tenant.

18.0 Maintenance and Repairs

- 18.1 Tenant Responsibilities
 - 18.1.1 The tenant is responsible for the maintenance, general repairs and day-to-day upkeep of the unit. The tenant shall agree to their maintenance and repair responsibilities as outlined in the addendum to the rental tenancy agreement which shall be provided to the tenant by the Capital department prior to occupancy of the unit.
 - 18.1.2 The tenant is responsible to maintain the outside property including lawn, shrubbery and plants, to keep the unit and property free from garbage and debris and unsightly items, including derelict motor vehicles or other equipment.

- 18.1.3 The tenant is responsible for the cost of all repairs required as a result of willful damage or neglect caused by the tenant, their guests or their pet(s).
- 18.1.4 The tenant is responsible to immediately report to the capital department any accident, break or defect in interior plumbing, heating or electrical systems, or in any part of the home and its' equipment in general.
- 18.1.5 Where a tenant is requesting maintenance or repairs, the tenant shall complete a Request for Repairs form (refer to Appendix G) and shall submit the form to the capital department. 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 shall be made only for a tenant whose account is not in arrears.
- 18.1.6 The tenant is not permitted to alter or cause to be altered the locking system on any unit entry door.
- 18.1.7 The tenant may not remove from the unit any fixtures, sinks, or bathtubs.
- 18.1.8 Subject to written approval from the Capital department, the tenant may make alterations or improvements to the unit. The tenant must submit a written request to the capital department, prior to the start of any work, that shall:
 - a) Provide a detailed description of the proposed alteration/ improvement; and
 - b) Confirm that where the alteration/improvement affects any mechanical component or the structural integrity of the unit the alteration/improvement requested will be completed by a qualified tradesperson; and
 - c) Confirm that the tenant is responsible for all costs (labour and material) related to the work; and
 - d) Confirm that such alterations/improvements are provided by the tenant without compensation in any form, at any time, to the tenant; and
 - e) Confirmation of the understanding that submitting the request does not guarantee approval.
- 18.1.9 Any alterations, additions or improvements made by the tenant without prior approval from the capital department are subject to removal at the cost of the tenant, or, such improvements are owned by the housing authority without any compensation to the tenant. The housing authority is not responsible for repairs related to any such alternations, additions or improvements.

18.2 Housing Authority Responsibilities

- 18.2.1 The housing authority, through the capital department, is responsible to carry out repairs to components of the unit including building structure, heating, electrical and interior plumbing where:
 - a) The repair is required on a component that is original to the home at the time of occupancy; or
 - b) The component has reached the end of its serviceable life; or
 - c) The repair is confirmed to be related to normal wear and tear.
 - 18.2.2 The capital department shall review with the tenant the roles and responsibilities for repairs as outlined in the addendum to the rental tenancy agreement.
 - 18.2.3 All repair work carried out by the capital department shall be in accordance with the New Brunswick Building Code, specifying building or other standards, and any other by laws, codes and regulation applicable to the project.
 - 18.2.4 All repair work shall be inspected by the capital department or by the agency having jurisdiction.
 - 18.2.5 The capital department shall keep a record of all repairs carried out on a unit including, reason for the repairs, and the date of the repair work, repair items and costs.
 - 18.2.6 The capital department 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 except where the capital 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 capital department).
 - 18.2.7 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 shall be made only for a tenant whose account is not in arrears.
- 18.3 Emergency Repairs
- 18.3.1 The capital department shall provide the tenant with a 24 hour emergency contact number to report emergency repairs.
 - 18.3.2 The tenant is responsible to immediately report to the capital department any emergency repairs.
 - 18.3.3 The capital department shall make every reasonable effort to respond to eligible emergency repairs within 24 hours of receiving notification from the tenant.

- 18.3.4 The capital department shall arrange for an inspection to confirm the eligibility and nature of the emergency repair and arrange for the work to be completed.
- 18.3.5 The capital 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 home; and
 - 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.
- 18.3.6 Where emergency repairs are confirmed by an inspection to be a result of tenant damage or neglect, the capital department shall complete the repairs and shall arrange payment of the repair costs from the tenant. The capital department may file a report of damages to the local police department.
- 18.4 Replacement Reserve
- 18.4.1 A replacement reserve fund shall be maintained by the housing authority for replacement of capital items that are original (included at loan commitment) components, services, facilities or equipment of the unit. Capital items may include:
- a) Major Building Components:
 - Roof replacement; and
 - Exterior wall finishes having generally accepted definite useful life expectancy including exterior painting; and
 - Exterior doors and windows; and
 - Foundation.
 - b) Major Building Services:
 - Heating systems including boilers (hot water or steam), forced air furnaces, radiant heat components, solid fuel burning systems, chimneys and related components; and
 - Domestic hot water tanks, septic tanks, and pressure tanks; and
 - Potable water wells, pumps and related components.
 - c) Basic Facilities
 - Kitchen facilities such as sink and faucet installations, counter tops and cabinets; and
 - Bathroom facilities such as toilets, sinks and fixtures, vanities, tubs and fixtures.
 - d) Other Major Facilities, Equipment and Features
 - Interior floor coverings; and
 - Dryer ventilation

- 18.4.2 Where the capital department confirms that a capital item on an original component is to be replaced, the capital department shall replace the capital item with a mid-grade component.
- 18.4.3 Items that are still operational, or have not met their generally accepted useful life expectancy due to improper or negligent care will not be considered for replacement with replacement reserve funds.

18.5 Financial Authorities for Repairs

The housing authority has the authority to approve expenses/contracts for repairs up to \$10,000 per project within the budgets approved by NMN Council. Repairs with costs exceeding \$10,000 must be approved by NMN Council.

19.0 Inspections

19.1 Inspection Reports

All inspection reports shall include:

- a) The general condition of the unit and property; and
- b) The date of the inspection; and
- c) Signature of the inspector and the tenant where applicable.

19.2 Annual Unit Condition Inspection

- 19.2.1 All occupied units shall be inspected once a year; the units shall be assessed to record the condition of the unit both internally and externally. The unit condition assessment shall be used to determine the need for any repairs, as well as to determine any misuses or negligence on the part of the tenant.
- 19.2.2 The capital department shall send a notice to the tenant one week in advance of the planned annual assessment to confirm the date, time and purpose of the visit. 24 hours before the visit, the capital department shall phone the tenant to remind them of the planned visit. If the tenant misses 2 consecutive scheduled visits, the capital department representative shall enter the unit with or without the tenant on the 3rd attempt.
- 19.2.3 The capital department shall complete a report that confirms the condition of the unit and property including any tenant damage. The report shall be reviewed and signed off by both the housing manager and the tenant. A copy of the unit condition inspection report shall be placed in the tenant's file (refer to Appendix H).

19.3 Move-In Inspection

- 19.3.1 The purpose of the move-in inspection is to confirm the

condition of the unit at move-in before the tenant takes occupancy and to be able to assess changes in the condition of the unit when the tenant vacates the unit.

- 19.3.2 A move-in inspection shall be completed on the day the tenant is entitled to occupy the unit or on another mutually agreed upon day, before the tenant takes occupancy. The capital department shall offer the tenant 2 opportunities for the inspection.
- 19.3.3 The move-in inspection shall be completed jointly by the tenant and a representative of the capital department.
- 19.3.4 The capital department shall complete a unit condition inspection report that confirms the condition of the unit and property including any deficiencies. The report shall be reviewed and signed off by both the capital department and the tenant.

19.4 Move-Out Inspection

- 19.4.1 Where the tenant vacates the unit, a move-out inspection shall be completed by the capital department and tenant on the day the tenant vacates the unit, or on another mutually agreed day.
- 19.4.2 The purpose of the inspection is to evaluate the condition of the unit and to determine the following:
 - a) Any repairs required to return the unit to a marketable condition; and
 - b) Any repairs required as a result of willful damage or neglect on the part of the tenant and/or their guests.
- 19.4.3 The capital department shall offer the tenant 2 opportunities for the inspection. Every effort shall be made to accommodate the tenant's preferred inspection date however the capital department may complete the inspection and sign the physical condition report without the tenant if the capital department has provided notice as required and the tenant does not participate on either occasion, or the tenant has abandoned the unit.
- 19.4.4 The capital 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 willful 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 charges for repairs required as a result of willful damage or neglect.
- 19.4.5 The capital department shall complete a unit condition inspection report. Both the capital department and tenant shall sign the report and the tenant shall be given a copy.

- 19.4.6 Where the tenant does not participate in the inspection as noted above, the report shall be inspected and signed off jointly by the two representatives of the band.
- 19.4.7 The capital department shall provide written confirmation to the tenant of any repairs required to the unit resulting from willful damage or neglect by the tenant, their guests or their pet(s). The capital department shall seek restitution from the former tenant and may file a report of damages to the local police department.
- 19.4.8 Where the former tenant is charged for the cost of repairs that are confirmed to be a result of willful damage or neglect, the former tenant shall not qualify for NMN housing programs until such costs have been repaid in full.

19.5 Vacant Unit Inspection

The capital department shall inspect any unit determined to have been left vacant by the tenant. A written inspection report shall be completed confirming any deficiencies and attached to the file for that unit.

20.0 Access to the Unit

- 20.1 The rental tenancy agreement provides for a representative of the band to enter the unit at all reasonable times to examine the condition of the unit.
- 20.2 The capital department shall not enter a unit unless either:
 - a) An emergency exists; or
 - b) The tenant consents at the time of entry; or
 - c) The tenant gives consent, not more than one month before the time of entry, to enter for a specific purpose (refer to Appendix I); or
 - d) The capital department has given written notice of entry for a reasonable purpose not less than 24 hours before the time of entry; or
 - e) The capital department has reasonable grounds to believe that a tenant has abandoned the unit.
- 20.3 Except in cases of emergency, the capital department shall enter the unit only between the hours of 8:00 a.m. and 8:00 p.m.
- 20.4 In cases of emergency, the capital department representative entering a unit is to be accompanied wherever possible by a witness (i.e. member of the Housing Authority, band administration, or emergency responder). Tenants are to be notified in writing of such an emergency entry and the reason(s) for such entry.

21.0 Tenant Damage

- 21.1 The capital department may, at all reasonable times and with 24 hours written notice to the tenant enter the unit to examine its condition.
- 21.2 The tenant is responsible to pay repair costs for damage to the unit that results from willful damage or neglect by the tenant, their guests, and/or their pet(s).
- 21.3 Where repairs are required to the unit as a result of damage or neglect as noted above, the following procedures shall apply:
 - 21.3.1 The capital department shall obtain an estimate of costs to repair the damage.
 - 21.3.2 Within five (5) working days of receipt of the inspection report the capital department shall issue a written notice to correct tenant damage (refer to Appendix J) to the tenant to confirm the required repairs and offer options to correct the damage.
 - 21.3.3 The capital department shall request an interview with the tenant to confirm the preferred arrangement to correct the damage. The tenant and the capital department shall jointly complete an agreement to correct tenant damage (refer to Appendix K) which confirms the process that shall be taken to correct the tenant damage.
 - 21.3.4 Where the tenant confirms their request to have the capital department complete the repairs, the tenant shall be required to repay the cost of the repairs (labour and materials).
 - 21.3.5 The capital department shall arrange for an inspection to ensure the repair work meets original condition.
- 21.4 All instances of tenant damage shall be recorded in the tenant's file and remain on file indefinitely.
- 21.5 Where the tenant fails to honour the terms of the agreement to correct tenant damage, this constitutes a breach of the rental tenancy agreement/housing policy and the band shall take corrective action as outlined in the rental tenancy agreement.
- 21.6 The capital department shall provide written confirmation to the tenant of any repairs required to the unit resulting from tenant damage or neglect that are confirmed during the move-out inspection or where the tenant has vacated/abandoned the unit. Where there are such repairs the capital department shall seek restitution from the former tenant and may file a report of damages to the local police department.
- 21.7 Where repair costs are not repaid by the tenant as required, the costs shall be considered a debt to the band and kept on file.

- 21.8 Where the former tenant is charged for the cost of repairs that are confirmed to be a result of willful damage or neglect, the former tenant shall not qualify for NMN Band housing programs until these costs have been repaid in full or a repayment plan is place.

22.0 Use of the Unit and Property

- 22.1 The unit and property are intended to be used only for the purpose of a family residential dwelling by the tenant and occupants listed on the rental tenancy agreement.
- 22.2 A tenant wishing to operate a home-based business from the unit may not do so unless they have received prior written approval from housing authority. The tenant shall submit a written request to the capital department which details the activities of the business and potential impact on the unit (e.g. increase in use of services) and property (e.g. signage, work areas, equipment storage) and surrounding area (e.g. increased traffic, parking, noise and disturbance to neighboring properties).
- 22.3 Such requests must be approved by the housing authority. Submission of such a request does not automatically guarantee approval.
- 22.4 Where a tenant submits a request to operate a home-based business, the capital department shall obtain confirmation from its insurance provider as to any increase in premium that may be charged to insure the unit against liability or other damages or loss as a result of the home-based business. Where the insurance provider confirms an increase in the premium the capital department shall confirm to the tenant the annual amount of the additional insurance premium and the tenant shall be required to pay this amount in full to the band annually, for every year that the home-based business is in operation. Failure by the tenant to pay to the band the additional insurance premium shall result in the withdrawal of approval to use the unit as a home based business.
- 22.5 The housing authority may refuse to approve the use of the unit for use as a home based business, or after having provided approval, may withdraw such approval at its discretion.

23.0 Vacated Units

23.1 Vacating the Unit on a Permanent Basis

Where a tenant intends to permanently vacate the unit, they shall provide written notice to the capital department at least thirty (30) days before they intend to vacate the unit. The notice shall be delivered by hand or by registered mail to the capital department, at least 5 working days in advance of the 30 day notice period (refer to Appendix E). The capital department shall terminate the rental tenancy agreement effective the date the tenant vacates the unit.

23.2 Vacating the Unit on a Temporary Basis

23.2.1 Where the tenant shall be away temporarily from the unit (refer to definition of temporary below) the tenant shall remain responsible to pay all housing costs including rent, utilities, and other service charges and arrange for an on-site visit at least twice per week and regular care of the unit by a family member to ensure the unit remains protected against the elements and the unit and property are maintained in good order. The temporary absence is defined as 30 days or less.

23.2.2 The tenant shall be responsible to pay the cost to repair damage (material and labour) to the unit that occurs during their absence.

23.3 Vacating the Unit on an Indefinite Basis

23.3.1 If the tenant shall leave the community for an indefinite period of time (greater than 30 consecutive days) due to employment, education, or medical treatment, they are required to inform the capital department of the absence (refer to Appendix L).

23.3.2 During their absence the tenant shall remain responsible to pay all housing costs including rent, utilities, and other service charges. The tenant shall be responsible to pay the cost to repair damage (material and labour) to the unit that occurs during their absence.

23.3.3 Where the tenant arranges to sublet the unit, the tenant shall include such notification on Appendix L and provide contact information for the tenant at their new location and, contact information for the sub-letting tenant. Any subletting arrangements must be approved prior by the housing authority.

23.3.4 Where the tenant does not sublet the unit and the unit remains vacant during their absence, the tenant shall be responsible to arrange for twice weekly on-site visits and regular care of the unit by a family member to ensure the unit remains protected against the elements and vandalism and, the unit and property are maintained in good order.

23.3.5 Where the tenant fails to notify the band of their absence they shall be in breach of the rental tenancy agreement and this housing policy and the housing authority may take action to

protect the unit and property and/or terminate the rental tenancy agreement.

23.4 Securing the Vacant Unit

Failure by a tenant to inform the capital department of an absence greater than 30 consecutive days shall result in that tenant being charged for any cost required to secure the unit or to repair damages that occur during their absence. The capital department shall invoice the tenant for the cost of the repairs (labour and materials).

24.0 Abandoned Units

24.1 Where a rental unit is vacated for more than 30 days where the tenant has failed to provide written notice to the capital department, the capital department may take action necessary to secure the unit (i.e. board up the doors and windows to reduce the risk of damage by vandalism). Where this is done the capital department shall invoice the tenant for the cost of the repairs (labour and materials).

24.2 Any unit left abandoned for a period longer than 60 days without written notice from the tenant to the capital department shall be considered abandoned by the tenant. The capital department shall take steps to safeguard the rights of the tenant and shall confirm, to the best of its knowledge, that the tenant has permanently abandoned the unit by carrying out the following actions:

- a) Visiting the unit on at least three separate occasions to contact the tenant and being unable to do so; and
- b) Issuing at least two written notices to the tenant by registered mail requiring confirmation of receipt by the tenant, to the most recent mailing address provided to the capital department by the tenant. The capital department shall maintain evidence of receipt of the notice by the tenant or where the mail is returned as unclaimed or undeliverable; and
- c) Making at least two attempts to contact by phone the tenant, a family member of the tenant, or the alternate contact provided by the tenant on their application, to confirm the tenant's intent to return to the unit; and
- d) Confirming that the tenant has stopped making the monthly rental payment; and
- e) Visiting the unit and from an external inspection, confirming whether the tenant's possessions remain in the unit; and
- f) Contacting neighbouring occupants and obtaining written confirmation from them, as independent witnesses, to confirm that to their knowledge the tenant has not occupied the unit in the past

60 day period.

- 24.3 Where the tenant continues to make the monthly rent payments as agreed or the capital department is able to contact the tenant and the tenant confirms that they intend to return to the unit, the capital department shall confirm to the tenant that:
- a) It is the tenants' responsibility to arrange and pay for the care of the unit during their absence (regular maintenance and repairs, uninterrupted supply of heat and power, etc); and
 - b) Where care is not arranged/carried out and the capital department must take action to secure the unit, the capital department may charge the cost of such actions to the tenant; and
 - c) Any repairs that are a result of the unit being left unoccupied during the tenants' absence will be the responsibility of the tenant. The capital department is not responsible to carry out or pay for such repairs.
- 24.4 Where the capital department confirms that the unit has been left in an insecure state, per above, the capital department has the right to enter the unit and secure the unit including changing of the locks.
- 24.5 Where the capital department enters the unit, a written notice shall be left on the door of the unit informing the tenant that the lock has been changed and that if the tenant requires access they must contact the housing authority at the address supplied to obtain a replacement key. The notice shall confirm that the capital department is making application for a court possession order for the unit.
- 24.6 The capital department shall make a written application to housing authority to apply for a court possession order for the unit.
- 24.7 On receipt of the court possession order, the rental tenancy agreement will be terminated and the unit shall be reclaimed by the capital department.
- 24.8 Where the former tenant has left personal property in the unit/on the property, the following shall apply:
- 24.8.1 The capital department shall remove the former tenant's personal property and place it in storage for 60 days and shall keep a written inventory of the property. The capital department shall invoice the former tenant for the cost of removal of their possession and other related charges as noted below.
 - 24.8.2 The capital department shall post a notice on the front door of

- the unit to notify the former tenant that the property is in storage and shall provide contact information for the homeowner to reimburse the band for costs related to removal/storage of same and prior to retrieving their belongings.
- 24.8.3 Where the former tenant does not contact the capital department to reclaim their personal property within the 60 day period, the capital department may dispose of the property in such a manner as may be determined by the housing authority. The capital department shall maintain the written inventory and details of the disposal of the property for 2 years following the date of disposal.
- 24.8.4 Notwithstanding the above, the capital department may dispose of the personal property if the capital department believes that:
- a) The property has a total value of less than \$500; or
 - b) The cost of removing, storing and selling the property would be more than the proceeds of its sale; or
 - c) The storage of the property would be unsafe.
- 24.8.5 Where the capital department incurs expenses as a result of action taken above, including but not limited to repairs and the cost of the removal of the personal property, the capital department will note these costs on the former tenant's file and cost recovery may be pursued by the capital department.
- 24.9 Where the capital department incurs expenses as a result of the abandonment, including but not limited to repairs and the cost of the removal of the personal property, the capital department will note these costs on the tenant file and cost recovery may be pursued by the capital department.

25.0 Subletting

- 25.1 A tenant wishing to sublet the unit may not do so unless they have first received written consent from the housing authority to sublet. The housing authority shall consider the request to sublet only where the tenant is vacating the unit with the intent to return and has provided documented evidence that the sublet is required due to education or employment opportunities or for medical reasons.
- 25.2 The tenant shall complete a Notice of a Planned Absence by the Tenant (refer to Appendix L), signed and dated, and submit to the capital department to confirm the following information:
- a) The unit location/identifier; and
 - b) The period of the sublet (confirm the beginning date, month and year and ending date, month and year if known); and

- c) The reason for the sublet; and
 - d) The name(s) and contact information of the person(s) subletting the unit (home phone, work phone and cell phone if applicable).
- 25.3 Where a tenant has received approval from the housing authority to sublet the unit, they may do so under the following conditions:
- 25.3.1 A sublease agreement is entered into between the tenant and the housing authority and the subletting tenant (refer to Appendix M) and the sublease agreement shall confirm the terms and conditions of the sublet.
 - 25.3.2 The tenant agrees to continue to be responsible to meet all of the terms and conditions contained in the rental tenancy agreement, including the payment of all rent and other housing charges not paid by the subtenant and, payment for the repair of any damage caused by the subtenant to the unit.
 - 25.3.3 The term of the sublease agreement shall be a maximum of 12 months with, on approval by the housing authority, an option to renew for a period of up to an additional 12 months.
 - 25.3.4 The tenant and the subletting tenant shall meet with the capital department to review the terms of the sublease agreement and the housing policy, prior to signing the sublease agreement.
 - 25.3.5 The capital department shall confirm the monthly rent to the subletting tenant and that person shall agree, in writing, to pay the monthly rent directly to the NMN housing authority.
 - 25.3.6 The subletting tenant is responsible for all other housing charges related to the unit.
 - 25.3.7 The subletting tenant is responsible to abide by the terms of the rental tenancy agreement, the sublease agreement and this housing policy.
- 25.4 If the NMN housing authority confirms that a sublet is not approved, the unit shall be surrendered to the capital department. If, after a move-out inspection, the unit is determined to be in good condition, the tenant may be released from the rental tenancy agreement.
- 25.5 Where a tenant sublets the unit without prior written approval from the NMN housing authority, this is a breach of the rental tenancy agreement and the housing policy and the NMN housing authority shall terminate the rental tenancy agreement and the tenant shall be evicted from the unit.

26.0 Reacquired Rent-to-Own Unit

26.1 Reacquired Unit

Where the housing authority reacquired a rent-to-own unit as a result of

default or where the tenant no longer wishes to exercise their option to purchase the unit at the end of the agreement, the band reserves the right to:

- a) Transfer the unit to another eligible rent-to-own applicant; or
- b) Operate the unit as a rental unit.

26.2 Transfer of the Unit to an Rent-to-Own Applicant

Where the band chooses to transfer the reacquired unit to another eligible rent-to-own applicant, the following shall apply:

26.2.1 Eligibility Criteria, Selection Criteria and Application Process

The capital department shall apply the eligibility criteria, the selection criteria and application process as noted in this policy to identify/select a tenant for a reacquired rent-to-own unit.

26.2.2 Rental tenancy agreement

Where the housing authority identifies an applicant who meets the rent-to-own housing eligibility requirements as noted in this policy and agrees to enter into a rental tenancy agreement for the reacquired unit, the applicant shall be required to execute a rental tenancy agreement with the housing authority.

26.2.3 Loan Amount

The loan amount to be repaid by the tenant shall be the current value of the unit as determined by a person experienced in the valuation of real estate, plus legal fees and all other closing costs.

26.2.4 Repayment Period

The repayment period for the rental tenancy agreement shall be jointly agreed upon by the tenant and the capital department.

26.2.5 Monthly Rental Payment

The capital department and the tenant shall jointly agree upon and include within the terms of the rental tenancy agreement the monthly payment amount (rental payment) which shall be paid over the term until the loan is paid in full.

26.3 Operate the Unit as a Rental Unit

Where the unit will be operated as a rental unit, the eligibility criteria, application process, rental tenancy agreement, and the housing policy for the NMN housing authority rental housing program shall apply.

27.0 Exercising the Option to Purchase

27.1 Conditions for Exercising the Option to Purchase

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

- a) The tenant has met all of the terms and conditions of the rental tenancy agreement; and
- b) The bank financing has been paid in full and the term of the rental tenancy agreement has expired; and
- c) All rent and other housing charges have been paid in full; and
- d) The tenant has no arrears on other accounts with the band.

27.2 Exercising the Option to Purchase - Housing Authority Responsibilities

27.2.1 Subject to all the terms and conditions of the rental tenancy agreement having been met and one year prior to the financing being fully paid and the term of the agreement expiring, the capital department shall provide a written notice to the tenant of the option to purchase the unit.

27.2.2 The notice shall include a request for the tenant to meet with the capital department to review the terms and conditions that shall be met in order to exercise the option to purchase, and to discuss the financial and physical responsibilities of the tenant once the option is exercised.

27.2.3 The capital department shall confirm the cost to the tenant of exercising the option to purchase which shall be one (1) dollar.

27.2.4 The capital department shall offer the tenant to obtain third party liability and structural insurance (fire and other damage/loss) on the unit.

27.3 Notice Required to be Provided by the Tenant

The tenant may exercise the option to purchase only by delivering to the capital department a written notice of intent to exercise the option to purchase in a form acceptable to the capital department which shall include the following (refer to Appendix N for a sample of such notice):

- a) A statement which confirms the tenant's intent to exercise the option to purchase; and
- b) Clear identification of the unit and lot; and
- c) A request for the band to issue a Certificate of Possession for the unit and lot; and
- d) The request shall be signed by the tenant and dated; and
- e) The request shall be accompanied by payment to the band of one (1) dollar to purchase the unit.

28.0 Certificate of Possession

28.1 Eligibility for a Certificate of Possession

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

- a) The tenant must request that the Certificate of Possession be issued to them in their name; and
- b) The tenant being issued the Certificate of Possession must be a NMN band member and entitled to hold a Certificate of Possession on NMN Band reserve lands; and
- c) The land to which the Certificate of Possession applies must be surveyed by a Canada Lands Surveyor.

28.2 Issuing the Certificate of Possession

After the capital department receives the tenant's written request to exercise the option to purchase, the band shall issue a Certificate of Possession to the tenant for the unit provided that the tenant:

- a) Is entitled to exercise the option to purchase; and
- b) Is a member of the band and entitled to hold a Certificate of Possession on NMN Band reserve lands; and
- c) Has complied with all of his or her obligations under the rental tenancy agreement; and
- d) Has paid all rent and other housing charges in full; and
- e) Has met all of the terms and conditions required to exercise the option to purchase; and
- f) Has executed an **Agreement of Sale (to be developed)** in exchange for the monies noted therein; and
- g) Has no other arrears on accounts with the band.

28.3 NMN Band Council Resolution

The Certificate of Possession shall be confirmed through a NMN Band Council Resolution no later than 90 days after receipt of the request and confirmation that all conditions have been met.

28.4 Responsibilities of the NMN Band and the Tenant/Homeowner

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

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

29.0 Sale of the Unit by the Homeowner

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

- a) The purchaser shall be a member of the band; and

- b) On sale of the unit the homeowner is responsible to pay all related sale and closing costs at the date of closing of the sale.

30.0 Marital Breakdown or Death of a Tenant

Where a couple, who are noted as the primary and secondary tenants on the rental tenancy agreement reside in a rent-to-own housing unit separate or divorce, or where one of the tenants dies, the following applies:

30.1 Two Band Member Tenants

Where both tenants are members of the NMN Band, either tenant may remain in the unit.

30.1.1 In the case of marital breakdown, the housing authority will follow the terms of the separation agreement or a divorce settlement. In the absence of either a separation agreement or divorce settlement, the decision as to who remains shall be determined by the courts.

30.1.2 This policy also applies to individuals living in a common-law relationship (a couple). A common-law relationship is true if at least one of the following applies:

- a) The couple has been living in a co-habitational relationship for at least 6 continuous months; or
- 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.

30.1.3 The remaining tenant shall advise the capital department of the change in occupants. The capital department shall amend the rental tenancy agreement and the tenant file to confirm the change in occupants.

30.2 One Band Member and One Non-Band Member Tenant

Where one tenant is a band member and the second tenant is not a band member, the following shall apply:

30.2.1 The band member shall be provided with the first right to remain in the unit. The terms of the original rental tenancy agreement shall remain in place and the agreement shall be updated to correct the names of the occupant(s).

30.2.2 Where the remaining adult tenant is a non-band member with no children/dependants in their custody, the non-band member may remain in the unit for a maximum of three (3) months from the date of the separation/divorce/death of the band-member tenant. The capital department shall issue a notice to terminate

the agreement 60 days prior to the end of the three month period.

- 30.2.3 Where the remaining adult tenant is a non-band member with minor band member children, or where there is no remaining adult tenant and there are minor band member children (age 19 and under) remaining in the unit, a non-band member custodial parent/guardian may remain in the unit subject to the following:
- a) The original agreement shall be terminated and a new agreement shall be assigned with the custodial parent/guardian occupant on behalf of the band member children; and
 - b) There is no record of unresolved rental tenancy agreement/housing policy violations and there are no arrears on the account (or if there are arrears, a repayment agreement is in place and has been honoured for a consecutive six month period); and

30.2.4 When no band-member children remain in the unit the custodial parent/guardian may remain in the unit for a maximum of three (3) months from the date that there are no band-member children in residence. The capital department shall issue a notice to terminate the agreement 60 days prior to the end of the three month period.

30.3 Where neither parent remain (primary or secondary tenant), and there are minor band member children in the care of a guardian, the guardian may apply to the NMN housing authority to enter into a trust agreement on behalf of the band member children to remain in the unit.

30.4 In the case of death of the tenant, the rent-to-own unit is not owned by the deceased tenant, therefore, no member of the tenant's immediate or extended family or dependents have possession rights to the home. But are given the option to take on the rental tenancy agreement if they meet the eligibility requirements.

30.5 In the event that 30.2 (a), (b), or (c) do not apply the housing authority will select a new tenant for the unit according to this housing policy.

**Notice of an Appeal
Neqotkuk Maliseet Nation Band Housing Programs and Services**

Page 1 of 2

To: Capital department
Neqotkuk Maliseet Nation
13156 Route 105, E7H 5M7

From:

Name of applicant(s) _____
/tenant(s): _____
Address: _____
Phone Number(s): _____
Date of decision being
appealed: _____
Description of the decision
being appealed: _____

An individual applying for rent-to-own housing or a tenant occupying a rent-to-own unit may appeal a decision made under the rent-to-own housing policy. The appeal must be based one or more of the grounds for an appeal noted on page 2. If you have any additional documentation to support the appeal please note this in the space provided below and attach to this form. A copy of the housing policy on which the housing decision was based is available at the NMN Band capital department.

Important: An applicant/tenant who wishes to appeal any decision shall submit their appeal in writing to the capital department within five working days of having been advised of the decision.

Notice of an Appeal
Neqotkuk Maliseet Nation Band Housing Programs and Services

Page 2 of 2

Grounds for an Appeal:

I/we submit this appeal on the following grounds (please check one/all that apply):

- The housing policy was not applied which impacted the outcome of the decision being appealed; and/or
- There was a lack of procedural fairness which impacted the decision being appealed (i.e. any procedural error, improper investigation, or discrimination); and/or
- New information has come to light rendering the original decision unreasonable in light of the new information presented; and/or
- The policy is patently unreasonable (i.e. the housing policy cannot be rationally supported or there is a defect in the policy which is immediate and obvious).

Additional Information to support the appeal is included, as noted below, and is attached:

Delivery of the Notice to Appeal

I/we have delivered this notice to NMN Band (please check one):

- In person to a representative of the capital department; or
- By registered mail no more than 5 working days after receiving the decision.

Applicant/Tenant Signature

Date

Applicant/Tenant Signature

Date

The capital department will confirm receipt within five working days of receipt of the appeal and will confirm the anticipated date of review of the appeal by the NMN Band Housing authority.

Capital department
Neqotkuk Maliseet Nation
13156 Route 105, E7H 5M7

**Neqotkuk Maliseet Nation Band
Application - Rent-to-Own Housing**

Page 1 of 8

Who is eligible to receive housing assistance?

- Applicants shall be 19 years or older and a member of NMN Band.
- Applicants may be required to provide verification of household income in order to confirm their ability to manage the monthly rental payments and other associated costs or charges.
- Applicants shall pay the first months' rent prior to taking occupancy of the unit.
- Applicants may be required to sign a declaration/financial disclosure form authorizing NMN Band to verify income and credit history as part of the application.

Who is not eligible?

- Any applicant with rental arrears and/or outstanding accounts (money owing) to NMN Band will not be considered until the outstanding accounts have been paid off or until the applicant has entered into a repayment agreement with the NMN Band and paid the agreed upon monthly instalments on the due date of the instalments for a minimum of six consecutive months.
- Any applicant that has a history of poor tenancy (cited for rental tenancy agreement violations where notice to correct or vacate was issued) except where the applicant can provide documentation of acceptable tenancy for a consecutive 2 year period.

How will you be notified about the status of your application?

Within 30 days of receiving your application, the capital department shall:

- a) Review the application to confirm that it is complete.
- b) Verify information provided in the application and may conduct an in-person interview with the applicant(s).
- c) Shall provide written notification to the applicant to confirm eligibility. If the application is ineligible, the capital department shall confirm the reason(s) for ineligibility.

**Neqotkuk Maliseet Nation Band
Application - Rent-to-Own Housing**

Page 2 of 8

The information requested in this application is based on the housing policy approved by NMN Band. The purpose of the application is to collect information which will confirm whether the applicant(s) are eligible to receive housing assistance, and the priority of their request for housing assistance.

Step 1- Complete the application

1. The application shall be completed in ink and printed clearly.
2. Applications shall be filled out completely. Incomplete applications shall be returned to the applicant or the applicant shall be asked to provide additional information.
3. All of the information provided on the application shall be true. A false statement may result in the denial of a unit upon application or an eviction from a unit in the event that an application is successful and the false statement was relied upon when the unit was awarded.
4. If you or your family members have conditions that require special attention, a medical report/referral letter from your doctor or councillor may be required.
5. Submit two references from the two most recent landlords. If you have not rented before, two references from owners of your previous two accommodations are required (refer to the last page attached to this application).

Step 2 - Drop off/mail the application

When all of the above items in Step 1 are completed drop off the application at the capital department office or mail to the address noted at the top of page 1 of this application.

Application Renewal

Phone or come into the office to update your application annually. If you choose not to do this then your application shall be deemed inactive. It is your responsibility to apply each year in order to keep your application active and considered for rental housing as it becomes available.

Need Help?

If you require assistance completing the application form, please contact the capital department at 506 273 5560

All information provided shall be kept confidential and used for the purposes described herein.

**Neqotkuk Maliseet Nation and
Application - Rent-to-Own Housing**

For capital department use only		
Date Received: By hand ____ By mail ____	Recorded:	Processed by:
Application complete?	Yes: No:	Interview completed? Yes Date: No
Application eligible?	Yes: No: Details:	Confirmation letter sent Date:
Chief and Council Review		
Review Date:	File #:	Points Awarded:
Application approved	Yes: No: - details	Confirmation letter sent Date:

1. Applicant Information

Please list the names of all of the individuals who will be living in the home. The first name on the list is the primary occupant (head of the household). Under 'Relationship to Primary Occupant' this could be spouse/partner, children/dependents (son, daughter), and other family member such as aunt, grandparent or someone not related to the primary occupant.

Name (First and Last Name)	Date of Birth	Male or Female	Relationship to Primary Occupant	Moricetown Band member #
1. Primary Occupant:				
2. Secondary Occupant:				
3.				
4.				
5.				
6.				

2. Premises Applying For (where applicable):

3. What is your current address?

**Neqotkuk Maliseet Nation Band
Application - Rent-to-Own Housing**

4. What is your mailing address (if different from #3):

Street No. & Name/Box Number/R.R. #:	
City/Municipality:	Province:
Postal Code:	

5. Contact information

Primary Occupant	Home phone #	Work phone #	Cell phone #
Secondary Occupant			

6. Name of Person to Contact in Your Absence

Name: _____	Home phone #	Work phone #	Cell phone #
Relationship: _____ (i.e. friend, relative)			

7. Employment History/Source of Income

Name of present employer. If not currently employed, confirm source of income:	
Employment Address:	
City/Town/Reserve:	Postal Code:
Telephone Number:	Occupation:
Length of Employment: _____ years _____ months _____ weeks	

8. Information on your current and previous accommodation

Do you rent or own your current home (please check one)?	Rent <input type="checkbox"/>
	Own <input type="checkbox"/>
What is the monthly rent that you pay at your current address?	\$
<i>Please provide information on your current and last residence</i>	

	From Date	To Date	Name of Landlord (if applicable)	Phone number for landlord
Current address				
Previous address				

**Neqotkuk Maliseet Nation Band
Application - Rent-to-Own Housing**

9. Reason for applying for housing assistance

Please state the reason you want to leave your present accommodation.

10. Previous Housing Assistance Application(s)

Have you or anyone in your household applied previously for Band housing assistance? If yes, when was your application submitted?	Yes <input type="checkbox"/>
	No <input type="checkbox"/>

11. Declaration/Financial Disclosure

All information provided shall be kept confidential and used for the purposes described herein.

- a) I/we the undersigned consent to the obtaining of such information as the NMN Band, as a Landlord, may deem necessary at any time in connection with the undersigned, in conjunction with the premises hereby applied for, or any renewal, or extension thereof.
- b) The undersigned consents to the disclosure of any information concerning the undersigned to any credit reporting agency or person with whom the undersigned has or proposes to have financial relations with.
- c) The undersigned warrants that all information presented above is correct. Submission of an incorrect application may result in the application from being excluded for consideration.
- d) Neither the primary or secondary occupant is in arrears on any NMN Band payments, user charges or other debts.

Primary occupant (please print)	
Signed	Date:

Secondary occupant (please print)	
Signed	Date:

Total Annual Household Income Please attach worksheet #1
Consent for Financial Disclosure Please attach worksheet #2
Request for a Rental Reference Please attach worksheet #3

Worksheet #1 - Total Annual Household Income

As part of the application process for the social housing program, you shall provide information on the total household income which is the current year's income (before deductions) of everyone who will be living in the rent-to-own unit. **Please complete the chart below for every adult member of the household listed on page 3 of the application form.**

	Source of Income	Name	Name	Name	Name	Name
1	Employment income					
2	Child tax benefit					
3	Employment insurance benefits					
4	Social assistance, workers compensation, other benefits					
5	Old age pension, Canada Pension, disability pension, veterans allowance					
6	Alimony or child support payments					
7	Self employed or seasonally employed earnings (use net income)					
8	Other income (i.e. lease monies, room and board from boarders, investment income - please specify).					
Total Income from all sources						

ADD: All Columns: TOTAL ANNUAL HOUSEHOLD INCOME: _____

Worksheet #2 - Consent for Financial Disclosure

I/we, the undersigned, authorize NMN Band to verify the information contained in my/our application for housing assistance and in other documents required in connection with this application. All information obtained is solely for NMN Band in relating to my/our application for housing assistance and will be treated in a confidential manner.

I/we, the undersigned, authorize NMN Band to obtain verification of financial records including verification of income. I/we acknowledge that this may include information of a confidential or privileged nature.

I/we, the undersigned, hereby release and hold harmless all parties and persons connected with any such request from all claims, liabilities and damages.

Authorization to Disclose Financial Information

I/we, the undersigned, authorize you to provide to NMN Band information and documentation requested including employment and income history and copies of Canada Revenue Agency personal income tax assessments.

I/we, the undersigned, do consent to the disclosure of the preceding information.

A copy of this authorization may be accepted as original.

Primary applicant (please print)	
Signed	Date:

Secondary applicant (please print)	
Signed	Date:

Worksheet #3 - Request for Rental Reference

**Neqotkuk Maliseet Nation Band
Application for Housing Assistance - Request for Rental Reference**

Re: _____ Date: _____
Applicant for housing

Dear Sir/Madam:

I/we have applied to NMN Band for housing assistance and must provide a rental reference as part of our application. We would appreciate if you would please complete this form and forward it to NMN Band in the self-addressed, stamped envelope that is attached.

Applicant rented from you: From _____ To _____
Address of rental property _____

	YES	NO
Did the applicant give the required notice prior to vacating the unit?		
Did the applicant maintain the unit as required, during occupancy?		
Were there any valid complaints lodged against the applicant?		
Was the rent paid each month, by the due date?		
Is there a balance owing for rent, damages or other charges?		
Any other comments		

Landlord's signature

Date

We appreciate your attention and cooperation in returning this form at your earliest convenience in the self-addressed, stamped envelope, to NMN Band.

I, _____, do hereby give my consent to release the above information.

Signed _____
Applicant Date _____

Signed _____
Co-Applicant Date _____

APPENDIX C - RENTAL TENANCY AGREEMENT

Capital department
Neqotkuk Maliseet Nation
13156 Route 105, E7H 5M7

RENTAL TENANCY AGREEMENT

This Rental tenancy agreement made as of the _____ day of _____, 20 ____
between the Neqotkuk Maliseet Nation Band, New Brunswick, herein also known as
the “Band”, and _____, herein known as the “Tenant:
WITNESSETH THAT for and in consideration of the premising and the mutual covenants
and agreements hereinafter contained, the Band and Tenant agrees follows:

1. OCCUPANTS

The Tenant covenants that the following persons shall be the only permanent
occupants during the term of this agreement unless the Band consents in writing to
other persons becoming occupants, such consent will not be the responsibly withheld.
The Tenant acknowledges and agrees that this covenant is a material covenant of this
Rental tenancy agreement and that its breach will provide grounds for termination.

Full names of all adult occupants (age 19 or older) to occupy the premises. Include
given names for each one.
(Please print clearly.)

Full names of all minor occupants (under the age of 19, including infants). Include
names of each and every minor to occupy the premises and their ages.

2. PREMISES

The Band rents to the Tenant for the sole use and occupation as a residential dwelling all those certain Premises more particularly known and described as:

3. SERVICES & EQUIPMENT

No furnishings, equipment or utilities shall be supplied by the Band except those checked below, which the Tenant agrees are in satisfactory condition and which the Tenant and the Tenant's guests shall use carefully:

Stove	()	Fridge	()	Carpets	()	Drapes	()
Sheers	()	Blinds	()	Water	()	Heat	()
Hot Water	()	Washer & Dryer	()				

4. RENTAL PERIOD

The tenancy created by this agreement commences on the _____ day of _____, 20____ and continues on a month-to-month basis until cancelled in accordance with this agreement.

5. RENT

- (a) The maximum rent payable is the Lower End of Market which is \$_____ per month. The Tenant agrees to pay the Band the Rental the sum of \$ _____ per month payable in advance, on the first day of each month at the Band Office or at some other time as the Band may hereafter from time to time direct. Payment should be made in cheque or money order made payable to the Negotkuk Maliseet Nation. This rent may be adjusted in accordance with the provisions in clauses 5 (d) & (e).
- (b) The Tenant is required to pay a security deposit of \$ _____ prior to occupancy which will be reimbursed to the Tenant, plus accrued interest, within 30 days of vacating the home, subject to leaving the home in the condition as stated under the "VACATING THE HOME" section of the Rental tenancy agreement.
- (c) The Tenant may also be required to pay heating, telephone, television cable, and hydro charges.
- (d) The Tenant agrees to make available annually to the Band, Verification of Income and a Family Profile. (These documents are necessary for the Annual Rental Review.) These are Due _____ each Year. Failure to provide adequate proof of income as requested by the Band, will result in the Tenant being responsible for paying the low end of market rent as stated in clause 5 (a).

- (i) The rent may be adjusted annually, for a period of no less than 12 months, by the Band, in accordance with the terms of the CMHC Operating Agreement. When adjusted, this rent will become the rent due and payable. The anniversary date is the _____ day of _____, 20 _____. (A copy of the appropriate pages from the CMHC Operating agreement is attached).
 - (ii) The rent may be reduced for a Tenant who provides adequate evidence that the family income has decreased since the last annual income review. Should the Tenants income increase after adjusting the rent downward, the rent will be re-instated up to the previously charged amount.
 - (iii) Tenants receiving welfare assistance shall pay the greater of the shelter component of the welfare payment or such amount as determined by the application of the total welfare payment to the rent-to-income scale identification on Schedule "B" of the CMHC Operating Agreement.
- (e) Written notice of vacating the home must be given to the Band on or before the last day of a rental payment period, to be effective on the last day of an ensuing rental payment period. The period of notice shall not be less than one month.

6. EVICTION

- (a) If in arrears in rent, the Tenant will receive a written notice from the Band. The Tenant is expected to vacate once he or she has received the final notice otherwise, the Band will remove all personal belongings at the expense of the Tenant.
- (b) If rent is not received.
 - (i) A due notice will be given to the Tenant on the 1st day of the month.
 - (ii) An eviction notice will be given on the 5th day of the month if the rent is not paid by then.
- (c) Willful damage or abuse of the house will result in:
 - (i) an additional damage deposit to pay for damages;
 - (ii) a notice of eviction; or
 - (iii) both
- (d) Repeated disturbance of the peace will result in an eviction.
- (e) The Band maintains the right to make random inspections of the home for purposes of maintenance and up keep.

- (f) All notices of eviction will be given in writing to the tenant.
- (f) The tenant will abide by all the rules, regulations and by-laws implemented by the Band.

7. INSURANCE

- (a) The Band, as owner, will bear the cost of fire insurance for the home and chattels as specified in clause 3. The cost of personal contents insurance will be borne by the Tenant.
- (b)
 - (i) 100% of the deductible will be charged to the Tenant for claims as a result of willful damage (vandalism) e.g.: broken window, smoke damage.
 - (iii) The Band will pay 100% of the deductibles for accidental damage caused by uncommon occurrences, e.g.: fallen tree.
- (c) The Tenant will not do or omit to do something that may render void or voidable any policy of insurance on premises.
- (d) The Tenant will indemnify and save the Band harmless for all liabilities, fines suits and claims of any kind for which the Band may be liable or suffer by reason of the Tenant's occupancy of the premises.

8. MAINTENANCE

- (a) The Tenant will be responsible for the general upkeep and maintenance of the house. This will include minor repairs and replacements.
- (b) The Tenant is expected to report any and all damages of the home to the Band.
- (c) The Band will be responsible for all normal wear of the house.
- (d) The Tenant will not mark or deface the interior or the exterior walls or floor of the house nor will the Tenant use any sticky tape, e.g.: masking tape on painted surfaces.
- (e) All requests for repair/maintenance service must be directed to the Band Office.
- (f) The Tenant will not make any alterations to home without prior written consent of the Band.

- (g) All improvements will become the property of the Moricetown Band.
- (h) The Tenant is responsible for maintaining the house and area surrounding the house in a clean and sanitary condition.

9. VACATING OF HOME

- (a) Upon vacating, the dwelling must be left clean or the Tenant will be charged for cleaning;
- (b) Clean shall mean:
 - (i) Rugs clean and vacuumed and all stains shampooed out.
 - (ii) Floors cleaned and washed.
 - (iii) Walls cleaned and washed.
 - (iv) All electric light bulbs functioning and in place. All fixtures whole and undamaged.
 - (v) Refrigerator cleaned of all foods and stains and defrosted. All damage repaired to racks, etc. No surface may be scraped during defrosting. No debris under or behind refrigerator.
 - (vi) Range cleaned free of all grease inside and out, free of all debris, glass clean, no debris under or behind range. All fuses for range in working order.
 - (vii) All garbage whatsoever removed from suite, cupboards, cabinets, etc.
 - (viii) Washer and Dryer cleaned inside and out. No debris under or behind washer or dryer.

10. ASSIGN OR SUBLET

The Tenant shall not assign or sublet the Premises without written consent from the Band.

11. DEFAULT

If there is more than one Tenant, the obligations hereunder to perform or observe any of his/her covenants, or doing anything contrary to the terms of this Agreement, gives the Band the right to declare the tenancy ended. The Band or its agent may re-enter the premises or any part of it, and thereafter have, possess and enjoy it as if this agreement has not been made.

THE TENANT HEREBY ACKNOWLEDGES HAVING READ THIS AGREEMENT AND ACKNOWLEDGES RECEIPT OF A DUPLICATE COPY.

DATED at _____, B.C. this _____ day of _____, 20 ____.

Agreed to and signed by the Tenant (each adult occupant)

Agreed to and signed by THE NEQOTKUK MALISEET NATION BAND:

PER: _____, DATE:

APPENDIX 1 - ANNUAL LEASE EXTENSION

I hereby agree with the terms of the Rental tenancy agreement dated _____, 20 ____.

The term of the rental tenancy agreement extension is _____, 20 ____
to _____, 20 ____.

The maximum rent to pay the Band the rent in the amount of \$ _____ per month.

The household is comprised of the following:

Adults:

_____	_____
_____	_____

_____	_____
_____	_____

Children:

_____	_____
_____	_____

Agreed to and signed by THE NEQOTKUK MALISEET NATION BAND:

PER: _____ DATE: _____

RENTAL AGREEMENT ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the rental agreement, Landlord and tenant agree as follows:

1. Tenants Rights and Responsibilities

- A. The Tenant is subject to the rights and responsibilities and obligations of this agreement.
- B. Upon approval by the Housing Authority, the Tenant may move into the house and live in the house as long as all rental payments are made on time and all other terms of the agreement are adhered to.
- C. Should the Tenant be unable to fulfill rental payment conditions on a current basis, the Tenant shall immediately notify the Housing Authority with an alternative financing arrangement. An arrangement may be possible with the Housing Authority however such arrangement is not assured and it is in the best interest of the Tenant to maintain previous ongoing open relations with the Housing Authority to ensure the Tenant financial condition dose not deteriorate to the point of default.
- D. At all times, the upkeep and maintenance of the house is the responsibility of the Tenant.
- E. At all times, the Tenant may present queries, requests or complaints to the Housing Officer.
- F. It is the responsibility of the Tenant to make payments on time, and it is the responsibility of the Housing Authority to follow the policy directives with regard to default in payment. All persons failing to make rental payment for a period exceeding three months will be evicted.
- G. Tenants have the right to appeal to the Housing Authority at any time. Such person must make the appeal in writing and will request to meet the Housing Authority Members before a final decision is made.
- H. Tenants are responsible for contents insurance. The Neqotkuk Maliseet Nation Band will provide fire insurance.

2. Payment Terms

- A. Payments are due monthly on the date specified in the rental tenancy

agreement.

- B. Rental payments are due on the 1st of every month in advance for the remainder of the month.
- C. If a payment is missed the Tenant must contact the Housing Authority to put together alternative and payment plan.
- D. The Housing authority will send a written notice to the Tenant to remind the Tenant of this obligation. Should the Tenant miss another payment, and if determined by the Housing Authority, the Tenant will be evicted, with two (2) weeks written notice provided.

Basic Home Maintenance

3. Upkeep and Maintenance

- A. The Tenant is responsible for minor upkeep and maintenance in and around the house they occupy. This includes ensuring cleaning and maintaining in good condition the fridge, stove, washer, dryer, plumbing and electrical fixtures, furnace water heater, etc. inside the house. This also includes driveway snow clearing, lawn mowing, hedge trimming, fencing, etc. outside the house.
**Please refer to Appendix A for checklist and future instructions.*
- B. Tenants must properly dispose of all household garbage and other objectionable or unsightly materials. Yards are not to be used for abandoned utility or vehicles as this poses a health and safety hazard. Failure to keep your yards orderly and neat may be cause for eviction.
- C. Any Tenant as the case may be that fails to maintain their house and yard in good standing condition will be liable for damages and may also be subject to eviction.
- D. It is expected that Tenants will also maintain their house in good standing condition at all times.
- E. There will be some exceptions to the maintenance requirements in regards to Elders and Handicapped persons.

4. Emergency Repairs

- A. Tenant must immediately notify the Housing Authority if there is and emergency repair needed to the house. Emergencies include the following:
 - ◆ Faulty wiring or heating system posing threat of fire
 - ◆ No heating during winter
 - ◆ Sewage backup
 - ◆ Drainage system backup resulting in flooding
 - ◆ Frozen pipes
 - ◆ Leaky roof
 - ◆ Appliance failure.

5. Addendum Incorporated

This addendum is incorporated into the rental agreement executed or renewed this

day between the Landlord and Tenant.

Resident/Owner:

Tenant:

Tenant:

RENTAL AGREEMENT ADDENDUM

Appendix A Home Maintenance Assessment Checklist

Exterior

1. Foundation: soil level at least 15 cm (6 in.) below the bottom of the siding/ ground slopes away from house, footings covered	(High soil levels and water can damage walls.) (Ground slope should drain rainwater away from house.) (If footings are exposed, frost upheaval can damage house.) *Please call Maintenance & Capital department to assist with this item.
2. Siding/stucco condition (leaks)	(If siding is damaged or penetrated, moisture can leak in.)
3. Exterior Paint condition	(Is woodwork protected from weather and UV damage?)
4. Downspout condition	(Downspouts intact, unclogged and draining away from house?)
5. Gutter Condition	(Gutters in good condition and clean?)
6. Roofing Condition	(Roofing damaged, shingles loose or curled? - check attic also) *Please call Maintenance & Capital department to assist with this item.
7. Chimney Condition	(If chimney cracked, call for a professional inspection.)

		(Is chimney clean and cleanout door in place?)
	8. HRV, fan hoods and dryer vent conditions	(Clean Screens in exterior vent hoods and check flaps.)
	9. Door condition- weather-stripping	(Check weather-stripping, hinges and latches.)
	10. Crawl space	(Check for moisture, insects and rodents)
	11. Other	(Check decks, railings and exterior stairs)

*If there is a Health or Safety concern, please call the Capital department to assist with any of the checklist items.

Interior

	12. Door and window condition	(Check and adjust or repair if needed.)
	13. Bath and kitchen caulking	(Check caulking around tub and sinks, replace if needed.)
	14. Moisture problems	(Remove mold safely, use natural or mechanical ventilation to prevent moisture problems.)
	15. Drywall damage	(Repair damaged drywall.)
	16. Paint condition	(Repaint where needed to protect surfaces.)
	17. Other	(Loose flooring, rodents, termites, etc.)
	18. Flush water heater/test pressure valve	(Flush water heater every 12 months.) *Please call Maintenance & Capital department to assist with this item.
	19. Carbon monoxide alarm-test	(CO alarms needed for oil, gas, propane or wood fired appliances, such as furnaces, heaters, and stoves.)
	20. Smoke alarms on each floor-clean	(Vacuum every 12 months, replace after 10 years) (For smoke alarms with batteries, install new batteries according to manufacture's directions-often twice a year.)
	21. Furnace filter-change	(Change furnace filters when dirty.) *Filters must be checked every three months
	22. HRV, bath fan and range hood filters and flaps	(Clean inside fans and HRVs, wash filters, check flaps.)
	23. Plumbing condition-pipes	(Inspect traps and joints for leaks and tighten of leaking.)
	24. Plumbing condition-toilets	(Replace parts or wax seal if needed.)
	25. Plumbing condition-faucets	(Replace washers or parts of dripping.)
	26. Thermostats-working accurately	(Have malfunctioning thermostats replaced.) *Please call Maintenance & Capital department to assist with this item.

	27. Insulation-missing or damaged in places. Insulation exposed?	(Replace where missing for energy efficiency.) Cover where exposed for health protection.)
	28. Woodstove-connector pipe	(Is stove pipe in sound condition and screwed together at joints?)
	29. Woodstove-exterior	(Are combustibles a safe distance away?)
	30. Woodstove-inside fire box	(Are firebricks and gasket in good condition?)
	31. Dryer duct lint trap	(Is lint trap clean and duct undamaged?)
	32. Appliance cleaning	(Clean fridge coils, washing machine hose screens, etc.)
	33. Other	(Walls should be washed quarterly throughout a year.) (Are windowsills wiped down to prevent dust build up, or moisture buildup?)

APPENDIX D - REPAYMENT/ARREARS RECOVERY AGREEMENT

Repayment/Arrears Recovery Agreement

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

Agreement to repay arrears between

The Tenant(s): _____

-And -

Neqotkuk Maliseet Nation Band

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

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

I/we hereby submit a payment of \$ (15% of the total rent payment arrears) as an initial repayment of the arrears.

I/we understand that failure to meet the repayment arrangements as noted above constitutes grounds for NMN Band to take corrective action as outlined in the rental tenancy agreement.

Tenant Signature:	Date:
Tenant Signature:	Date:
Capital department:	Date:

APPENDIX E - NOTICE OF TERMINATION/NOTICE TO VACATE FROM THE TENANT

Notice of Termination/Notice to Permanently Vacate the Unit

To:
Capital department

From: _____

Address of unit: _____

For tenants giving notice to terminate the rental tenancy agreement/permanently vacate the unit:

Note: The tenant must provide notice to terminate the rental tenancy agreement on or before the last day of a rental payment period, to be effective on the last day of the next rental payment period. The period of notice shall not be less than one full calendar month.

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

I/we hereby agree to continue to pay, in full, all rent and other housing charges as required under the terms of the rental tenancy 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 NMN Band 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 NMN Band (please check one)

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

Primary Tenant Signature

Date

Secondary Tenant Signature (if applicable)

Date

Important - If you fail to give the 30 day notice to vacate as required in the rental tenancy agreement, you are still obligated to pay rent until the end of the month that you vacate the unit.

Note: Tenant should keep a copy of this notice.

APPENDIX F - NOTICE OF TERMINATION OF THE RENTAL TENANCY AGREEMENT BY NMN BAND

Date:

Tenant(s) Name:

Address of the unit:

Notice delivered: By registered mail Attached to the front door (date: _____)

Notice of termination, notice to quit, demand for possession

You are in default of your obligation to follow the terms and conditions of the rental tenancy 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 NMN Band (hereinafter referred to as ‘the landlord’).
- Tenant is repeatedly late paying rent.
- Tenant is in arrears of the rent payments.
- Tenant or a person permitted on the property by the tenant, or the tenant’s pet(s) has:
 - Significantly interfered with or unreasonably disturbed another tenant, a neighbouring occupant or the landlord, and/or:
 - Seriously jeopardized the health or safety or lawful right of another occupant, a neighbouring occupant or the landlord.
- Tenant has engaged in illegal activity that has, or is likely to:
 - Damage the landlord’s property, and/or:
 - Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.
- Tenant or a person permitted on the property by the tenant, or the tenant’s pet(s) has caused damage to the unit or property:
 - Tenant has not done the required repairs to the property, and/or:
 - Tenant has not paid the landlord for repairs done to the property.
- Tenant has assigned or sublet the unit without permission from the landlord.

Notice to Quit and Demand for Possession

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

Signed

Band Manager, NMN Band

APPENDIX G - REQUEST FOR REPAIRS

NMN Band - Request for Repairs

NOTE - If the tenant is in arrears of any payments related to this unit (e.g. rent or other housing charges) they are not eligible to receive repair assistance from the Band until either the arrears are paid in full or they have entered into and honoured a repayment agreement for a minimum of six consecutive months. Please contact the capital department for more information.

Date:

To: Capital department, NMN Band

Re: Unit Location: _____

Tenant Name: _____

This confirms our request for repair assistance to the unit noted above, as follows (please insert details of required repairs):

How long has this item been a problem?

- I/we confirm that I/we are not in arrears of any payments to the NMN Band related to this unit (e.g. rent or other housing charges) or, if there are arrears that I/we have entered into and honoured a repayment agreement for a minimum of six consecutive months.
- I/we confirm that these repairs are a result of normal wear and tear and are not a result of damage or willful neglect on the part of anyone in our household, or our guest(s), or our pet(s).
- I/we understand the capital department will contact us to arrange for an inspection to confirm the nature and eligibility of the requested repairs. I/we can be reached at the address/phone numbers provided below.

Tenant Signature: _____

Phone number: Daytime _____ Evening _____ Cell _____

Best time to call: _____

Delivered: By mail By hand to the capital department

Tenant should keep a copy of this notice.

APPENDIX H - UNIT CONDITION INSPECTION REPORT

Condition Inspection Report

Move In [] Move Out [] Other: _____ (e.g. annual inspection)

Landlord's Legal Name: NMN Band		Inspection Date:
Landlord's Address: (insert)		Possession Date:
Tenant's Legal Name:		Tenant's Phone:
Address of Unit:		Message Number:
Number of Keys Issued:	Unit Size:	Other:
Condition Codes: NC-needs cleaning, NP-needs painting, NSP - needs spot painting, RP-replace, NR-needs repair, SC-scratched, OK - indicates items is in good working order/undamaged		
Area	Condition Code/Comments	Charge
ENTRY		ENTRY
Front Door		
Storm Door		
Back Door		
Walls/ceiling		
Floor		
Fixtures/Outlets		
Other		
LIVING ROOM/HALL		LIVING ROOM/HALL
Walls/ceiling		
Doors/Lock		
Flooring		
Fixtures/Outlets		
Windows/coverings		
Other		
DINING ROOM		DINING ROOM
Walls/ceiling		
Flooring		
Fixtures/Outlets		
Windows/coverings		
Other		



Page 1 of 4 initialed by: _____ (Tenant) _____ (Tenant)
 _____ (NMN Band)

Condition Codes: NC-needs cleaning, NP-needs painting, NSP - needs spot painting, RP-replace, NR-needs repair, SC-scratched, OK - indicates items is in good working order/undamaged		
Area	Condition Code/Comments	Charge
KITCHEN		KITCHEN
Walls/ceiling		
Door/lock/hinges		
Flooring		
Cupboards/drawers		
Fixtures/outlets		
Windows/coverings		
Sink/countertops		
Stove		
Range hood		
Fridge		
Smoke detector		
Other		
BATHROOM MAIN		BATHROOM MAIN
Walls/ceiling		
Door/lock/hinges		
Flooring		
Fixtures/outlets		
Light/fan		
Vanity/sink/taps		
Tub/shower/taps		
Toilet bowl/tank		
Towel racks		
Paper roll		
Other		
LAUNDRY		LAUNDRY
Walls/ceiling		
Door/lock/hinges		
Flooring		
Fixtures/outlets		
Washer		
Dryer		
Other		
BEDROOM #1		BEDROOM #1
Walls/ceiling		
Door/lock/hinges		
Flooring		

Fixtures/outlets		
Windows/coverings		
Bi-fold closet door		
Other		

Page 2 of 4 initialed by: _____ (Tenant) _____ (Tenant)
 _____ (NMN Band)

Condition Codes:		
NC-needs cleaning, NP-needs painting, NSP - needs spot painting, RP-replace, NR-needs repair, SC-scratched, OK - indicates items is in good working order/undamaged		
Area	Condition Code/Comments	Charge
BEDROOM #2		BEDROOM #2
Walls/ceiling		
Door/lock/hinges		
Flooring		
Fixtures/outlets		
Windows/coverings		
Bi-fold closet door		
Other		
BEDROOM #3		BEDROOM #3
Walls/ceiling		
Door/lock/hinges		
Flooring		
Fixtures/outlets		
Windows/coverings		
Bi-fold closet door		
Other		
BEDROOM #4		BEDROOM #4
Walls/ceiling		
Door/lock/hinges		
Flooring		
Fixtures/outlets		
Windows/coverings		
Bi-fold closet door		
Other		
BEDROOM #5		BEDROOM #5
Walls/ceiling		
Door/lock/hinges		
Flooring		
Fixtures/outlets		
Windows/coverings		

Bi-fold closet door		
Other		

Page 3 of 4 initialed by: _____ (Tenant) _____ (Tenant)
 _____ (NMN Band)

SECOND BATHROOM		SECOND BATHROOM
Walls/ceiling		
Door/lock/hinges		
Flooring		
Fixtures/outlets		
Light/fan		
Vanity/sink/taps		
Tub/shower/taps		
Toilet bowl/tank		
Towel racks		
Paper roll		
Other		
OTHER		OTHER
Hot water tank		
Fire safety/smoke detectors		
Stairs/rails		
Balcony/patio		
Yard		
Garbage bin/storage shed		
Parking/driveway		
Other		
Other		
COMMENTS		
Condition Inspection Agreement - Tenant's Statement and Signature		
I/We (Print tenant's name)		

<input type="checkbox"/> Agree that this report fairly represents the condition of the unit, or <input type="checkbox"/> Do not agree that this report fairly represents the condition of the rental unit, for the following reasons:		

Tenant's Signature: _____	Date: _____

Tenant's Signature: _____	Date: _____

NMN Band Signature: _____	Date: _____

Tenant's Declaration at Move-Out: I/we acknowledge responsibility for cleaning and repairs to the unit and/or property in the amount of \$_____ and agree to pay this amount to NMN Band.	
Tenant's Signature: _____	Date: _____

Tenant's Signature: _____	Date: _____

Tenant's Forwarding Address:	

APPENDIX I - NOTICE TO ACCESS THE PREMISES

To:

Date:

Housing Unit Identification:

Notice to Access the Premises

NMN Band hereby gives notice of the intent to access the premises to carry out:

- Repair work
- An inspection of repair work
- An annual inspection/unit condition review
- A move-in inspection/unit condition review
- A move-out inspection/unit condition review
- Other _____

The authorized representative of NMN intends to access the property between 8:00 a.m. and 8:00 p.m. on _____.

Please contact the capital department at (insert contact) if this time is not appropriate and to schedule another date/time to access the unit within the next two week period. Failure to do so shall require the capital department to provide 24-hour notice to access the unit without consent and they shall do so accompanied by a witness to the inspection.

Please note that the NMN Band representative is required to provide proper identification before entering the unit. If you have any questions or concerns, please contact the capital department at

Capital department
NMN

APPENDIX J - NOTICE TO CORRECT TENANT DAMAGE

Date:

To: (insert tenant's name)

Address of the unit:

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

Notice to Correct Tenant Damage

As confirmed by the inspection dated _____ of the unit located at _____ for which you are the primary tenant, you, your guest(s) or other occupant(s) of the unit, or your pet(s) has 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 capital department*** by either:

- a) Repairing or replacing the damaged item(s) or
- b) Repaying the capital department the cost of repairing or replacing the damaged item(s).

Under the terms of the rental tenancy 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 30 days from the date of notice). Failure to do so shall result in legal action being taken to enforce the terms of the rental tenancy agreement.

Please contact a representative of the Capital department by phone at 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.

Capital department
NMN

APPENDIX K - AGREEMENT TO CORRECT TENANT DAMAGE

Agreement to correct tenant damage between

The Tenant(s): _____

-And -
 NMN Council

Address of unit: _____

I/we the Tenants, acknowledge my/our obligation to correct tenant damage in accordance with the terms of the rental tenancy agreement. I/we agree to correct tenant damage as noted below:

Repair item	Estimated repair cost

The damage shall be corrected by (check one):

- I/we shall repair or replace the damaged item(s):
 - a) I/we agree that the work shall be completed by _____.
 - b) I/we agree that the capital department shall conduct an inspection of the repair work within 15 days of _____ to confirm that the repair work is complete and meets minimum property standards.
- I/we agree that the capital department shall complete the required repairs and I/we agree to repay the capital department the full costs of repairing/replacing the damaged item(s). Repayment shall be made in instalments as follows:

Payment due date	Payment amount
	\$
	\$
	\$

I/we understand that failure to meet the arrangements as noted above constitutes grounds for NMN Council to take corrective action as outlined in the rental tenancy agreement.

Tenant Signature:	Date:
Tenant Signature:	Date:
Capital department:	Date:

APPENDIX L -NOTICE OF A PLANNED ABSENCE BY THE TENANT

To: Capital department, NMN

From: _____ (Tenant)
_____ (Tenant)

Address of unit: _____

I/we the above noted tenant(s) 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 10 consecutive days November 1 to March 31 and, 30 consecutive days between April 1 and October 31) beginning the ___ day of ___, 20__ and returning the _____ day of _____, 20__.

OR

Vacating the unit on an indefinite basis
- I/we shall be away from the unit indefinitely (for a period greater than 30 days) for the following reasons (check one that applies) employment education medical _____. My/our absence shall begin the ___ day of _____, 2____ with a planned return on the _____ day of _____, 2____.

Please check one that applies:

I/we wish to enter into a sublease agreement with:
Name of subletting tenant: _____
Phone number of subletting tenant: (H) _____ (W) _____ (Cell) _____

I/we hereby confirm that the unit shall remain vacant; and
a) I/we shall arrange for a twice weekly on-site visit (interior and exterior) and regular care of the unit by a family member; and
b) I/we hereby acknowledge our obligation to continue to pay rent to NMN and to pay all other housing costs including utilities, and other housing services including regular maintenance and repairs; and
c) I/we hereby acknowledge that failure to honour my/our obligations of the rental agreement shall be a breach of the rental agreement and the housing policy and may result in termination of the rental agreement and/or eviction.

APPENDIX N -NOTICE OF INTENT TO EXERCISE THE OPTION TO PURCHASE

To: NMN Council

Unit & Lot Identification: _____

Name of Tenant(s) Primary Tenant: _____

Secondary Tenant: _____

1. Whereas I/we entered into a rent-to-own rental tenancy agreement for the unit noted herein on _____, _____ and have paid in full the payments required under the terms of the agreement, I/we hereby submit our request to exercise the option to purchase the unit.
2. I/we confirm that:
 - a) I/we have met all of the terms and conditions of the rental tenancy agreement and that all rent and other housing charges have been paid in full; and
 - b) I/we understand and acknowledge that upon issuance of a Certificate of Possession by NMN for the unit and lot that:
 - i. The rental tenancy agreement shall terminate; and
 - ii. NMN shall have no further interest in the unit; and
 - iii. NMN shall have no further obligation to insure the unit; and
 - iv. I/we shall be responsible for all costs associated with the unit.
3. I/we, having met all of the requirements to exercise the option to purchase, hereby request that NMN issue a Certificate of Possession in respect of the unit and lot noted herein.
4. I/we hereby submit payment of one (1) dollar to NMN as the cost to exercise the option to purchase.

Signed: _____ Date: _____

Primary Tenant

Signed: _____ Date: _____

Secondary Tenant

For capital department use only		
Date Received:	Terms and conditions met: Yes _____ No _____	Comments
Chief and Council Approval		

Review Date:	Date Approved:	
Band Council Resolution Tabled:	Band Council Resolution Approved:	Confirmation letter sent Date:
_____	_____	