

BINGWI NEYAASHI ANISHINAABEK HOUSING POLICY



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SECTION 1.0

INTRODUCTION

1.0 CHAPTER ONE – Introduction

1.1 Mission Statement

- 1.1.1 Bingwi Neyaashi Anishinaabek's is committed to building a healthy, prosperous, and environmentally self-sustaining community through, several community development projects and initiatives that will serve and support generations to come.

1.2 Purpose

- 1.2.1 Bingwi Neyaashi Anishinaabek (BNA) has developed this Policy for the betterment of our community. Having a structured housing policy will provide a framework for the Housing Administration Staff, members of the Housing Committee, and the Council, so that together the housing program can be delivered in a manner that is unbiased, transparent and feasible.

1.3 Goals

- 1.3.1 BNA aims to fulfill the following housing goals for its members:
- (a) to promote homeownership through personal contributions;
 - (b) to design appropriate and accessible housing for Elders and Members with disabilities;
 - (c) to develop and administer a maintenance program to ensure minimum levels of health and safety are met;
 - (d) to promote homeownership by providing eligible Members with access to affordable and competitive mortgages through the Market Based Housing Program; and
 - (e) To extend the useful life of the existing BNA Administered Homes.
- 1.3.2 By creating fair practices and communicating budget availability we intend to provide opportunities and benefits for our community and people.

1.4 Authority and Application

- 1.4.1 This Policy is made under the authority of the Council of Bingwi Neyaashi Anishinaabek (BNA)
- 1.4.2 This Housing Policy applies to all rental housing Houses on BNA Land and to all housing services provided by the Housing Administration Staff.

1.5 Council Resolutions

- 1.5.1 Council met and agreed that it will use the outline of the Housing Policy's current mandate, which includes setting guidelines for an efficient and effective housing system in promoting consistency, fairness, accountability and responsibility in all housing practices and decisions.

1.6 Glossary of Terms

“**AGM**” means Annual General Band meeting and refers to a meeting of the BNA membership which is held annually to report the Annual Audited year’s Financial statement.

“**Arrears**” means Rent or other housing-related payments that are owed by a Tenant and have come due to BNA or a financial institution and have not been received by the payment due date.

“**Arrears Agreement**” means an agreement between a Tenant and BNA for the repayment of Arrears over time, made in the form set out in Appendix “R” and setting out the amounts and due dates for Arrears payments as described in section 5.6 of this Policy.

“**Authorized Occupant**” means a person who is permitted to reside in a Unit under the terms of a Rental Agreement or a Rent-to-Own Agreement but who is not the Tenant of the Unit.

“**BCR**” means a resolution of the Council, passed in a duly convened meeting of Council.

“**Borrower**” means a Member who has a right of possession to a home or residential property on BNA Land, the legal right of possession to which has been pledged to BNA as security for a BNA loan guarantee under the Market Based Housing Program, the Section 10 Ministerial Loan Guarantee Program, and/ or through a Security and Indemnity Agreement.

“**BNA**” means Bingwi Neyaashi Anishinaabek.

“**BNA-Administered Home**” means a house owned and administered by the Housing Administration Department and includes:

- (a) Rental Units;
- (b) Rent-to-Own Homes;
- (c) Houses that are purchased, constructed or renovated under the Market Based Housing Program;
- (d) Houses that are financed through the Section 10 Ministerial Loan Guarantee Program; and
- (e) any other Houses or other real property on BNA Land, the legal right of possession to which has been transferred to BNA as security for a housing loan or loan guarantee.

“**BNA Land**” means all existing BNA reserve lands and any lands set apart by Canada in the future as reserve lands of BNA.

“**CHRP**” stands for a program that depending upon your family income and the location of your home, you may qualify for a no cost loan to make home repairs.

“**CMHC**” means the Canada Mortgage and Housing Corporation.

“**Council**” means the duly elected Chief and Council of BNA.

“**CP**” means a Certificate of Possession or individual right of legal possession to BNA Land allotted in BNA Land Code.

“**Default**” means a failure by a Borrower or a Tenant to make payment(s) owed to BNA and/or a financial institution that entitles BNA and/or the financial institution to commence eviction and/or foreclosure proceedings as a result.

“**Elder Unit**” means apartments, townhomes or houses owned by BNA that are designated for rent-free use only by Members who are over 60 years of age who can demonstrate that they can live independently and without assistance.

“**Engineered Stamped Drawings**” means design plans for the renovation or construction of a building that have been stamped by a professional engineer.

“**FNMHF**” means the First Nations Market Housing Fund.

“**HASI**” On-Reserve helps First Nations and First Nation members pay for minor home adaptations to on-reserve properties to extend the time seniors can live in their own homes independently.

“**Homeowner**” means a BNA Member to whom possession of a home or residential property on BNA Land has been allotted by Council in accordance with the BNA Land Code, as amended, and includes a Borrower.

“**house**” means any unit used for residential purposes.

“**Household Composition**” means the number of people in a household, their ages, genders and relationships. It is required information on the Housing Application for the purpose of ensuring that housing allocations are suitable according to the National Occupancy Standards (NOS).

“**Housing Application**” means an application for a BNA Administered Home and containing the information set out in Appendix “A”

“**Housing Committee**” means the independent committee established under section 2.22 of this Policy.

“**Housing Administration Department**” means the BNA Housing Administration Department.

“**Housing Administration Staff**” means the BNA employees who work in the Housing Administration Department.

“**Immediate Family**” means a person’s spouse, parents, siblings and children.

“**INAC**” means Indigenous and Northern Affairs Canada.

“**Long-term Sublease**” means a sublease of a Rental Unit of between one (1) and three (3) years in duration as described in section of this Policy.

“**Market Based Housing Program**” means all laws, policies, agreements and activities related to the funding, development, establishment, allocation and purchase, re-financing, or renovation of a BNA-Administered Home, the construction of a new home, or the purchase, re-financing, or renovation of a Privately Owned Home through a First Nations Market Housing Fund program.

“Member” means a member of BNA whose name appears on or is eligible to appear on the Member list in accordance with BNA’s membership code.

“Ministerial Loan Guarantee Program” means the CMHC program through which Members can access financing for the construction, purchase and/or renovation of a single family home on BNA Land. CMHC provides loan insurance to the approved lender and the loan is secured by a BCR from Council and a Ministerial loan guarantee from INAC.

“MRC” means the CMHC Minimum Rental Contribution (MRC) and is a formula for calculating Rent rates based on the bedroom count of the Rental Unit.

“MRP Law” means the BNA Matrimonial Real Property Law.

“Non-Member” means a person who is not a Member.

“NOS” means the Canadian National Occupancy Standards used to assess minimum bedroom requirements for a household based on Household Composition.

“Pet Policy Addendum” means an addendum to a Rental Agreement or a Rent-to-Own Agreement identifying any pet, that the Tenant is permitted to keep at the Rental Unit or Rent-to-Own Home, and outlining all the responsibilities and obligations of the Tenant in relation to the pet.

“Policy” means this BNA Housing Policy, unless otherwise specified.

“Privately Owned Home” means a house or other residential property on BNA Land to which an individual Member has a right of possession.

“Proof of Income” means documentation to verify the annual income of a person and/or household and can include T-4’s, Revenue Canada Notice of Assessment (T451) or other such documented proof of income as required by the Housing Administration Staff or a financial institution.

“RRAP” means the Residential Rehabilitation Assistance Program; the RRAP offers financial assistance to First Nations for First Nation members to repair substandard homes to a minimum level of health and safety.

“Rent” means an amount of money paid, or required to be paid, by a Tenant to BNA as described in the Rental Agreement or Rent-to-Own Agreement in return for the right to occupy a BNA - Administered Home, but does not include a security deposit, Arrears, or other debts owed by the Tenant to BNA in connection with the tenancy.

“Rental Agreement” means a written agreement between BNA and a Tenant made in the form set out in Appendix “C” that confers on the Tenant a right to occupy a Rental Unit in exchange for the payment of Rent and includes any renewal of a Rental Agreement.

“Rental Unit” means a BNA -Administered Home that is occupied by a Tenant under the terms of a Rental Agreement.

“Rent-to-Own Agreement” means a written agreement between BNA and a Tenant made in the form set out in Appendix “D” that confers on the Tenant a right to occupy a Rent-to-Own Home and the option to purchase the home upon discharge of the mortgage in exchange for the payment of Rent, which is used to pay down the mortgage.

“Rent-to-Own Home” means a BNA Administered Home that is financed through the Section 95 Program of the CMHC and occupied, or is available to be occupied, by a Tenant in accordance with a Rent-to-Own Agreement.

“Security and Indemnity Agreement” means a written agreement made setting out the respective rights and obligations of BNA and a Borrower in respect of a mortgage or loan guarantee granted to the Borrower by BNA.

“Short-term Sublease” means a Sublease of a Rental Unit of less than one (1) year in duration as described in section 3.4 of this Policy.

“Spouse” has the same meaning as provided under the MRP Law, as amended;

“Sublease” means a temporary agreement between a Tenant and a Subtenant BNA member through which this Subtenant assumes the rights and responsibilities of the Tenant in relation to a Rental Unit or Rent-to-Own Home for a specified period of time.

“Sublease Agreement” means an agreement made between BNA and a Subtenant BNA member made in the form set out in Appendix “F”, for the temporary use and occupancy of a Rental Unit or Rent-to-Own Home for which there is a Rental Agreement or Rent-to-Own Agreement in place between BNA and a primary Tenant.

“Subtenant” means a BNA Member who agrees to sublease a Rental Unit or Rent-to-Own Home from a Tenant in accordance with a Sublease Agreement.

“Tenancy Agreement” means either a Rental Agreement or a Rent-to-Own Agreement.

“Tenant” means a BNA Member who has entered into a Rental Agreement or Rent-to-Own Agreement and pays Rent or who is required to pay Rent to BNA in return for the right to occupy a BNA Administered Home.

“Unit” means either a Rental Unit or a Rent-to-Own Home.

“Waiting List” means the list of active Housing Applications on file with the Housing Administration Staff and includes Rental Unit and Rent-to-Own Lists.

1.7 Interpretation

1.7.1 In this Policy and in any agreement made in accordance with this Policy,

- (a) words in the singular include the plural, and words in the plural include the singular;
- (b) a reference to “day” or “days” means calendar days, unless “business days” is specifically provided;
- (c) if a date falls on a weekend or holiday, the date will be adjusted to the next business day.

Section 2.0

Governance

2.0 CHAPTER TWO – Governance

2.1 BNA Housing Administration Department

2.1.1 The Housing Administration Department:

- (a) is responsible for day-to-day operations, administration and program management of BNA housing programs;
- (b) handles all matters involving BNA-Administered Homes;
- (c) is located at the BNA Administration Building;
- (d) consists of Housing Administration Staff, who act in cooperation and consultation with the Council.

2.1.2 The Housing Administration Staff carry out the following functions:

- (a) manage and carry out the day to day operations required to implement and oversee the housing program(s) and other related duties in such a way as to ensure compliance with this Policy and to take all steps required to enforce this Policy;
- (b) prepare agendas and take minutes for all Housing Committee meetings;
- (c) prepare and present reports and annual budgets to Council;
- (d) advise the Housing Committee and Council on the implications of any transaction or policy changes contemplated;
- (e) complete inspections on all work done on BNA-Administered Homes, before, during and after work is done;
- (f) accept and score Housing Applications;
- (g) allocate housing based on scoring criteria;
- (h) accept and allocate renovation requests, as per criteria;
- (i) keep Housing Committee and the Council up-to-date on workshops, training, funding opportunities, and on any relevant correspondence;
- (j) ensure housing records are consistent with reports from the Finance Department regarding Rent collections and status;
- (k) ensure monthly Rent payments from income assistance and payroll are being made where appropriate;
- (l) update the Housing Committee and Council on Arrears;
- (m) adhere to all applicable codes and guidelines, including building codes.

- (n) prepare all notices, including Arrears letters;
- (o) maintain and update Tenant files, the Waiting List and renovation requests;
- (p) provide construction and renovation updates to the Council on an as-needed basis;
- (q) deliver a basic home maintenance workshop for all new Tenants before granting occupancy; and
- (r) promote and manage the programs of the Housing Administration Staff.

2.2 Housing Committee

2.2.1 The Housing Committee:

- (a) represents Members in matters related to housing;
- (b) acts in cooperation with the Housing Administration Department but remains independent from the Housing Administration Department in carrying out its roles and responsibilities;
- (c) is not responsible for day-to-day operations and program management;
- (d) will consist of no less than three (3) and no more than five (5) Members;
- (e) honorarium will be paid for attending meetings.

2.2.2 Council shall make appointments to the Housing Committee every four (4) years, alternating with years in which there is an election for Council.

2.2.3 The term of appointment to the Housing Committee shall be for four years.

2.2.4 Interested Members shall submit written expressions of interest to the Housing Administration Staff and shall include with such expression of interest two references who are not members of the applicant's Immediate Family.

2.2.5 The Administration shall make recommendations to Council for appointment.

2.2.6 Council shall appoint one Council representative, who is a non-voting member of the Housing Committee and shall serve as chairperson.

2.2.7 All Housing Committee members are subject to this Policy.

2.2.8 In order to be eligible for appointment to a Housing Committee a person must:

- (a) be at least eighteen (18) years of age;
- (b) be a Member (residing on or off reserve). Preference to be on the Housing Committee may be first given to Members residing on the reserve;
- (c) have a sincere desire to help serve Members in a fair, transparent manner and to act in a non-judgmental fashion;
- (d) have a good knowledge of the housing needs of the community; and

- (e) be in good financial standing with BNA, including not having any rental Arrears.
- 2.2.9 In making appointments to the Housing Committee, Council shall give priority to those Members who are applying for the first time, and to those Members who have relevant skills and experience.
- 2.2.10 If appointed, a member of the Housing Committee must:
- (a) understand and agree to be in support of the enforcement of this Policy;
 - (b) agree not to engage in nepotism or participate in decisions in which he or she is in a conflict of interest;
 - (c) sign an oath of confidentiality in a form approved by Council; and
 - (d) act in compliance with this Housing Policy in respect of his/her own housing.
- 2.2.11 Council will remove a Housing Committee member for the following reasons:
- (a) breaching confidentiality (oath of confidentiality);
 - (b) uncorrected Arrears;
 - (c) unsatisfactory participation in Housing Committee meetings (for example, by coming to meetings unprepared, bullying, intoxicated or disrespectful);
 - (d) not being in good financial standing with the BNA;
 - (e) failing to attend three (3) consecutive meetings without a valid reason; or
 - (f) at the discretion of Council, if convicted of an indictable criminal offense.
- 2.2.12 When a member of the Housing Committee is removed, the Housing Administration Staff will make a recommendation to Council for a replacement from the pool of Members who have submitted expressions of interest.
- 2.2.13 Regular Housing Committee meetings are scheduled as required. Any matters requiring the approval of the Housing Committee that are deemed to be urgent by the Housing Administration Staff shall be dealt with by calling an emergency meeting.
- 2.2.14 There must be a minimum of 3 Housing Committee members present for any Housing Committee meeting to be valid (quorum).
- 2.2.15 The Housing Committee shall carry out the following functions:
- (a) review and make recommendations to the Housing Administration Staff for changes to this Policy on an annual or as needed basis;
 - (b) review notice templates and communications provided by the Housing Administration Staff;
 - (c) review Housing Applications and other documents and make recommendations to Council regarding same; and

(d) hear and decide appeals in accordance with section 6.0 of this Policy.

2.2.16 In carrying out their responsibilities, Housing Committee members must:

- (a) support this Policy in a consistent and transparent manner;
- (b) prepare for meetings by reading relevant reports and letters; and
- (c) keep up to date with relevant BNA policies and by-laws.

2.2.17 The Housing Committee chairperson's responsibilities include, but are not limited to:

- (a) scheduling and calling Housing Committee meetings;
- (b) maintaining order;
- (c) developing the agenda;
- (d) following up on old business and introducing new business;
- (e) reading the minutes of the last meeting and amending them where approved;
- (f) ensuring that the business of the meeting proceeds smoothly and that the meeting stays on topic according to the agenda;
- (g) calling for recommendations and ensuring that everybody has had an opportunity to debate recommendations;
- (h) after substantive discussion, calling for a vote on recommendations and ensuring that recommendations are seconded for all business decisions of the Housing Committee;
- (i) maintaining order; and
- (j) closing prayer.

Section 3.0

General

3.0 CHAPTER THREE – General

3.1 General Duties and Responsibilities of Tenants

- 3.1.1 All individuals who live in a Rental Unit or Rent-to-Own Home have certain responsibilities which must be adhered to in order for them to continue occupying the home and property. In general, all individuals must comply with BNA laws, bylaws and policies, including the terms of this Policy. In addition, all individuals who have signed a Rental Agreement or Rent-to-Own Agreement with BNA must comply with the terms of that agreement.
- 3.1.2 **It is the responsibility of all Members living in a Rental Unit or Rent-to-Own Home to be familiar with and uphold all of their responsibilities and obligations.**
- 3.1.3 Tenants of Rental Units and Rent-to-Own Homes must read, understand and agree to adhere to this Policy.
- 3.1.4 The following is a non-exhaustive list of some of the key responsibilities of Tenants with respect to Rental Units and Rent-to-Own Homes:
- (a) enter into and sign a Rental Agreement or Rent-to-Own Agreement at the beginning of any new tenancy and prior to moving into a Rental Unit or Rent-to-Own Home;
 - (b) attend and participate in the move-in inspection;
 - (c) attend a basic home maintenance workshop prior to moving in, or as soon thereafter as possible depending on availability of the workshop;
 - (d) renew the Rental Agreement or Rent-to-Own Agreement each year;
 - (e) comply with all the terms of the Rental Agreement or Rent-to-Own Agreement and this Policy;
 - (f) pay Rent regularly and on time as per the terms of the Rental Agreement or Rent-to-Own Agreement and this Policy;
 - (g) if in Arrears, enter into an Arrears Agreement with the Housing Administration Staff to address repayment of the Arrears;
 - (h) ensure that all utilities and other services are in the Tenant's name (or other individual's name if another individual has agreed to be held responsible for the utilities of the Tenant), so as to ensure that utility and other companies do not forward unpaid bill(s) to BNA ;
 - (i) pay for heating, electricity and other utilities;
 - (j) maintain the home and property in good, clean and sanitary condition and keep it free of garbage, weeds, pet excrement and debris;

- (k) not keep abandoned vehicles, vehicles not in working condition or any miscellaneous vehicle parts in yards. All vehicles on the property must be insured, operable and registered with the BNA Band office;
- (l) immediately report to the Housing Administration Staff any accident, break or defect in water, heating or electrical systems, or in any part of the home or property that requires repair;
- (m) perform general upkeep, including minor repairs and replacements (i.e. light bulbs, door knobs, switch covers, etc.) on homes and prevent damage from occurring;
- (n) pay for the cost of repairing any damage to the home or property that is caused by the deliberate or negligent acts or omissions of the Tenant, or their Immediate Family, and/or guests, and the Tenant may repair such damage themselves only with the written permission of the Housing Administration Staff;
- (o) obtain permission from the Housing Administration Staff, including any required building permits or other permits or licenses required under this Policy, an agreement, or any other BNA policies or laws, before commencing any major repairs, renovations or improvements to the home or property;
- (p) ensure all renovations and/or repairs meet building code requirements, and pay any expenses incurred by the Housing Administration Staff to bring the renovation or repair into compliance with the building code, should such work be required;
- (q) notify the Housing Administration Staff prior to building a fence or digging in a yard to ensure that no underground utility lines are disturbed;
- (r) indemnify and save harmless BNA from all liabilities, fines, suits and claims of any kind or which the Housing Administration Staff or BNA may be liable or suffer by reason of the Tenant's occupancy of the home or property;
- (s) immediately notify the Housing Administration Staff when planning to vacate or leave a Rental Unit or Rent-to-Own Home for more than 30 days; and
- (t) respect the rights and privacy of neighbours.

3.1.5 Without limiting the enforceability of section 3.1.4, Tenants will not:

- (a) assign or sublet a Rental Unit or Rent-to-Own Home without obtaining approval of the Housing Administration Staff by following the procedures set out in this Policy;
- (b) make any improvements or alterations to a Rental Unit or Rent-to-Own Home, which may render void or voidable any policy of insurance held by BNA generally and/or Housing Administration Staff specifically;
- (c) sell, transfer or otherwise dispose of any appliances owned by BNA;
- (d) use the Rental Unit or Rent-to-Own Home, or allow it to be used, for any purpose other than a residential dwelling for the authorized Tenant(s), Immediate Family and/or guests, unless other arrangements have been made with the Housing Administration Staff and confirmed in writing.

3.2 Inspections

3.2.1 Regular Inspections

- (a) The Housing Administration Staff will inspect each Rental Unit and Rent-to-Own Home at least once annually. The inspection will be carried out to record the condition of the Rental Unit or Rent-to-Own Home. These inspections will identify the need for any preventative maintenance as well as determine any misuse or negligence on the part of the Tenant. Refer to Appendix “H” for a copy of the Unit Condition Report that will be used for inspections.
- (b) Rental Units and Rent-to-Own Homes are also subject to inspection by the Housing Administration Staff in the event that the Housing Administration Staff has reasonable grounds for believing that the Tenant(s) are in breach of a term of an Agreement with BNA, including a Rental Agreement, a Rent-to-Own Agreement or this Policy. In such cases, the Housing Administration Staff will provide 24 hours’ notice to the Tenant that the inspection will take place.
- (c) Inspections of Rental Units and Rent-to-Own Homes may also be required by the terms of a CMHC funding agreement. In such cases, the Housing Administration Staff will provide 24 hours’ notice to the Tenant that the inspection will take place.

3.2.2 Move-In Inspection

- (a) A move-in inspection will be completed on the day the Tenant is entitled to take possession of a Rental Unit or Rent-to-Own Home or on another mutually agreed upon day.
- (b) The move-in inspection will be completed jointly by the Tenant and a representative of the Housing Administration Staff. The Tenant must be present during the inspection.
- (c) The Housing Administration Staff representative will complete a condition inspection report (Appendix “H” Unit Condition Report) that confirms the condition of the house and property. The report must be reviewed and signed off by both the Housing Administration Staff representative and the Tenant and must include photos of the current condition of the home and property.

3.2.3 Move-Out Inspection

- (a) A move-out inspection will be completed by the Housing Administration Staff and Tenant on or after the day the Tenant ceases to occupy the Rental Unit, or Rent-to-Own Home where applicable, or on another mutually agreed day.
- (b) The Housing Administration Staff will complete an inspection report (Appendix “H” Unit Condition Report). Both the Housing Administration Staff and Tenant must sign the inspection report and the Housing Administration Staff must give the Tenant a copy of the report.
- (c) The Housing Administration Staff may make the inspection and complete and sign the condition inspection report (Appendix “H” Unit Condition Report) without the Tenant if the Tenant fails or refuses to participate in the move-out inspection and more than three (3) days have elapsed since the Tenant has ceased to occupy the Rental Unit or Rent-to-Own Home, or the Tenant has been evicted.

- (d) Any repairs required to the Rental Unit or Rent-to-Own Home resulting from damage by the Tenant or his/her guests shall be confirmed in writing to the Tenant and cost recovery will be pursued by the Housing Administration Staff. Tenants will not be billed for regular wear and tear. Photos to be included.

3.3 Fires

3.3.1 If a fire is reported in a Rental Unit or Rent-to-Own Home, the Housing Administration Staff shall ensure that there is a full investigation and that the following information is documented and retained:

- (a) Tenants of the Rental Unit or Rent-to-Own Home;
- (b) location of the Rental Unit or Rent-to-Own Home;
- (c) how the fire was started;
- (d) report of injuries or fatalities; and
- (e) extent of damage to the Rental Unit or Rent-to-Own Home.

3.3.2 The Housing Administration Staff shall also:

- (a) report to authorities, insurance companies, Police, fire department and emergency response teams, as required; and
- (b) File an official fire report.

3.3.3 Accidental fires are covered under the BNA's insurance policy, and the deductible will be paid by BNA. A Tenant of a Rental Unit or Rent-to-Own Home that has been destroyed by an accidental fire will be required to re-apply for new housing, and that Tenant's Housing Application will be given priority on the Waiting List.

3.3.4 If, in the opinion of the fire inspector, the fire was caused by the negligence or willful conduct of the Tenant, or by the Immediate Family or guests of the Tenant, the Tenant will be deemed to have been evicted and will have to wait five years before he/she can re-apply for new housing. This will be set at Councils discretion.

3.3.5 BNA is not responsible for insuring the personal property of Tenants and will not be responsible for the personal property of Tenants that is destroyed by fire.

3.4 Subleases of Rental Units

3.4.1 Subleases are only permitted in accordance with this Section.

3.4.2 Under certain circumstances, a Tenant of a Rental Unit may apply to the Housing Administration Staff for permission to sublet the Rental Unit to another Member. A Sublease may be a Short-term Sublease or a Long-term Sublease.

3.4.3 Short-term Subleases are Subleases of less than one (1) year in duration. The Sublease arrangement may be cancelled at any time upon the mutual agreement of the primary Tenant and the Subtenant.

- 3.4.4 Long-term Subleases are Subleases of between one (1) and three (3) years duration. Long-term Subleases must be renewed every year, up to a maximum of three (3) consecutive years. The Sublease arrangement may be cancelled at any time after the first year upon the mutual of agreement of the primary Tenant and the Subtenant.
- 3.4.5 In all Subleases, the Tenant wishing to sublet the Rental Unit to another Member remains the primary Tenant and is responsible for the Rental Unit in accordance with the terms of the Rental Agreement for the duration of the Sublease.
- 3.4.6 To apply for a Sublease, a Tenant must complete and submit a Sublease Application (Appendix "F") to the Housing Administration Staff. The Sublease Application must include the reason for the request to sublease the Rental Unit and whether it is a request for a Short-term Sublease or a Long-term Sublease.
- 3.4.7 Incomplete applications will not be accepted.
- 3.4.8 The Housing Administration Staff shall review complete Sublease applications on a case-by-case basis, and may approve a Sublease for the following reasons:
-
- (a) health-related reasons (e.g. a Tenant requires long-term hospitalization);
- (b) educational reasons (e.g. a Tenant is going away for school); and
- (c) employment reasons.
- 3.4.9 Sublease Applications must be accompanied by supporting documentation as follows:
- (a) for health-related Subleases, the Tenant will provide a letter from his/her physician stating the need for extended hospitalization or out of town treatment and the approximate time-frame; or
- (b) for education Subleases, the Tenant will provide copies of the letter of acceptance and proof of enrolment from the educational institution the Tenant will be attending.
- 3.4.10 The Housing Administration Staff will only approve a Sublease for employment reasons once, and only for a maximum of three (3) years.
- 3.4.11 Once the Housing Administration Staff has approved a Sublease, the Subtenant taking over the Rental Unit will enter into a Sublease Agreement with BNA (Appendix "G"). The Sublease Agreement governs the terms and conditions of the Sublease and sets out that the Subtenant will be responsible for paying Rent and utilities and maintaining the Rental Unit in good condition. In addition, the Subtenant will have all the responsibilities of a Tenant for the duration of the Sublease and BNA may enforce the terms of the Sublease Agreement against the Subtenant as though the Subtenant were the Tenant.
- 3.4.12 The Subtenant must state, in writing, that he/she is aware of his/her responsibility for securing his/her own accommodations after the Sublease Agreement expires. The Subtenant accepts the Rental Unit on an "as is" basis.
- 3.4.13 The Rental Agreement between BNA and the primary Tenant remains in effect for the duration of the Sublease and the primary Tenant is ultimately responsible to ensure that all the obligations of the Rental Agreement, including paying Rent and utilities, are met. This means that if the Subtenant breaches the terms of the Sublease Agreement and BNA is unable to recover Arrears, costs, damages or other expenses from the Subtenant, the primary Tenant will be responsible.

- 3.4.14 If the Subtenant is evicted by BNA as a result of breaching the Sublease Agreement, the primary Tenant will be required to return to the Rental Unit or find a new Subtenant, and the primary Tenant will be responsible for Rent and utilities unless and until a new Subtenant enters into a Sublease Agreement with BNA.
- 3.4.15 If a Tenant allows another Member or person to reside in a Rental Unit without approval of the Housing Administration Staff, the Tenant will be responsible for any damage to the Rental Unit and may be subject to eviction.

3.5 Death of a Tenant

Tenants of Rental Units

- 3.5.1 A Tenant of a Rental Unit does not own the house and cannot bequeath it to anyone upon the Tenant's death.
- 3.5.2 A deceased Rental Unit Tenant's estate shall be responsible for any unpaid Rent or Arrears, and the Rent for the month in which the Tenant died, but if the deceased Tenant's estate is insufficient to cover the full amount of the outstanding debt, there shall be no residual obligation.
- 3.5.3 In the event of a Rental Unit Tenant's death, Council may assign the Rental Agreement to the deceased's next of kin, provided the next of kin is a Member and the Housing Administration Staff confirms that he/she meets the eligibility requirements to enter into a Rental Agreement as set out in section 4.5.
- 3.5.4 The following next of kin take priority in the order listed:
- (a) Spouse of the deceased Tenant;
 - (b) children of the deceased Tenant who are over eighteen (18) years of age and have dependents;
 - (c) parents of the deceased Tenant; and
 - (d) siblings of the deceased Tenant.
- 3.5.5 If the next of kin who takes priority is a Spouse who is not a Member, but where his or her child (or children) is a Member, the non-Member Spouse may continue to occupy the Rental Unit with the Member child (or children).
- 3.5.6 Prior to the next of kin occupying the Rental Unit, Council must approve the next of kin as a Tenant. Upon approval, the next of kin will become the Tenant of the Rental Unit and must enter into a new Rental Agreement.
- 3.5.7 If no next of kin requires the Rental Unit, the Rental Unit will be re-allocated in accordance with this Policy and the Waiting List.
- 3.5.8 If the deceased Tenant has no eligible next of kin, as set out in the priority list above, the Housing Administration Staff will wait ten (10) days before consulting with family members regarding any personal belongings left in the Rental Unit by the deceased Tenant. After the ten (10) day period, the family, friends or executor (rix) or administrator will be required to make the necessary arrangements to have access to the Rental Unit to remove all personal belongings within another ten (10) days.

Tenants of Rent-to-Own Homes

- 3.5.9 If a Tenant of a Rent-to-Own Home dies during the term of the tenancy and before the mortgage has been discharged, and the deceased Tenant has left a will bequeathing the Rent-to-Own Home to a named beneficiary, the beneficiary may apply to the Housing Administration Staff to acquire the house in accordance with the following sections.
- 3.5.10 If the deceased Tenant maintained a life insurance policy naming BNA as the beneficiary of the policy, the Housing Administration Staff will take whatever steps are necessary to ensure that the proceeds from the life insurance policy are used to pay out any outstanding mortgage amount, Arrears or other debts attached to the Rent-to-Own Home, and any insurance proceeds remaining after all the debts are satisfied will be distributed to the Tenant's beneficiary. Council will then transfer the CP for the Rent-to-Own Home to the Tenant's heir in accordance with the Tenant's wishes, provided that the Tenant's beneficiary is eligible to be allotted a CP in accordance with BNA policies.
- 3.5.11 If the deceased Tenant failed to purchase life insurance, or the life insurance lapsed, is insufficient to pay off the outstanding debts associated with the Rent-to-Own Home, or is otherwise invalid, and the Tenant's estate does not have sufficient capital upon liquidation of the Tenant's assets to pay off the outstanding mortgage amount, the Tenant's Arrears or other debt related to the Rent-to-Own Home, the Tenant's beneficiary may still acquire the Rent-to-Own Home through Council assigning the Rent-to-Own Agreement to the beneficiary, provided that the beneficiary meets the eligibility criteria for a Tenant of a Rent-to-Own Home, as set out in section 4.4., and all obligations in respect of the outstanding mortgage will be transferred to the beneficiary as the new Tenant of the Rent-to-Own Home. The new Tenant must enter into a new Rent-to-Own Agreement.
- 3.5.12 If the Tenant of a Rent-to-Own Home dies intestate (without a will), Council may assign the Rent-to-Own Agreement to the deceased's next of kin in accordance with the priority rules set out above in respect of Rental Units, provided that the next of kin is a Member and meets the eligibility requirements to enter into a Rent-to-Own Agreement as set out in section 4.4.
- 3.5.13 If a deceased Tenant's heir is unwilling or ineligible to assume the responsibilities of the Rent-to-Own Agreement, the Rent-to-Own Home will be re-allocated in accordance with this Policy and the Waiting List.
- 3.5.14 If a Tenant of a Rent-to-Own Home dies after the mortgage has been discharged, but before exercising the option to purchase, and there are no Arrears or other debts attached to the Rent-to-Own Home, or the Tenant's estate is sufficient upon liquidation to satisfy such debts, Council may transfer the CP for the Rent-to-Own Home to the beneficiary named in the deceased Tenant's will, or if there is no will, to the deceased Tenant's next of kin in accordance with the priority rules set out in section 48 of the *Indian Act*.

3.6 Marital Breakdown

- 3.6.1 If there is a marital breakdown in the context of a Rental Agreement or Rent-to-Own Agreement, the determination of which party will retain possession of the Rental Unit or Rent-to-Own Home will be made in accordance with this Policy. If there is any inconsistency between this Policy and MRP Law, the MRP Law will prevail.

General

- 3.6.2 Householders who are Spouses, as defined in this Policy, and who are both Members, are considered to be co-tenants with equal rights to use and occupy the Rental Unit or Rent-to-Own Home (“Co-Tenant”). If one Spouse is a non-Member, only the Member Spouse is a Tenant.
- 3.6.3 In all cases, BNA will defer to any agreement Co-Tenants may make as to which of them will retain possession of the Rental Unit or Rent-to-Own Home, so long as such agreement is consistent with this Policy. The Co-Tenants must submit their written agreement to the Housing Committee for review. If the agreement is consistent with this Policy, the Housing Committee will forward it to Council with recommendations as to which Co-Tenant should retain possession of the Rental Unit or Rent-to-Own Home.
- 3.6.4 If there are children of the relationship who are Members, and custody is in dispute, the Housing Administration Staff will register the Rental Unit or Rent-to-Own Home in the names of the Member children until such time as a custody agreement is made, or the dispute is formally resolved.

Marital Breakdown: Co-Tenants with no children

- 3.6.5 If Co-Tenants separate and are unable to agree within 30 days of the separation as to which Co-Tenant will retain possession of the Rental Unit or Rent-to-Own Home, each individual Co-Tenant will submit a new Housing Application (Appendix “A”) to the Housing Administration Staff.
- 3.6.6 The Housing Administration Staff will review and score the applications in accordance with section 4.3 of this Policy and forward the applications to the Housing Committee. The Housing Committee will review the scores and recommend to Council that the Co-Tenant with the highest score retain possession of the Rental Unit or Rent-to-Own Home, provided that Co-Tenant meets the eligibility criteria for tenancy and, where applicable, can demonstrate that he/she is able to meet the mortgage obligations on his/her own. Council has discretion to assign the Rental Unit or Rent-to-Own Home taking into account the Housing Committee’s recommendation and this Policy.

Marital Breakdown: Co-Tenants with children

- 3.6.7 If the Co-Tenants have children, the Co-Tenant who has primary care of the children will retain possession of the Rental Unit or Rent-to-Own House.
- 3.6.8 If custody of the children is equally split between the Co-Tenants, the Housing Committee will meet with both parents and attempt to negotiate a resolution agreeable to the parties. If the parties cannot agree, the Housing Committee will prepare a report to Council. The report will include a recommendation as to which Co-Tenant should retain possession of the house, based on the Housing Committee’s determination of what is in the best interests of the children. Council has discretion to assign the Rental Unit or Rent-to-Own Home taking into account the Housing Committee’s recommendation and this Policy.

Marital Breakdown: Non-Member Spouse with children

- 3.6.9 If a Tenant and his/her Non-Member Spouse separate and there are children of the relationship, the following rules apply:
- (a) If the Tenant has primary care of the children, regardless of whether the children are Members, the Tenant will retain possession of the Rental Unit or Rent-to-Own Home.

- (b) If the Non-Member Spouse has primary care of the children, but the children are not Members, the Tenant (the Member Spouse) will retain possession of the Rental Unit or Rent-to-Own Home.
- (c) If the Non-Member Spouse has primary care of the children, and the children are Members, the Non-Member Spouse will retain possession of the Rental Unit or Rent-to-Own Home on behalf of the children until they reach the age of 18, or the Non-Member Spouse no longer has primary care of the children. The Non-Member Spouse will enter into a Rental Agreement or Rent-to-Own Agreement with BNA as legal guardian on behalf of the children, and the children will be named as Tenants. In this case, the Non-Member Spouse is responsible for upholding all obligations in the agreement as though he or she is a Tenant and nothing prevents BNA from enforcing a Rental Agreement or Rent-to-Own Agreement if the Non-Member Spouse named in the agreement as a Member child's guardian breaches a term of the agreement.
- (d) If the house is a Rent-to-Own Home, the Tenant or Non-Member Spouse who retains possession of the Rent-to-Own Home must be able to meet the mortgage obligations on his/her own in order to be permitted to retain possession.
- (e) Where a Non-Member Spouse retains possession of a Rent-to-Own Home on behalf of Member children, the Rent-to-Own Agreement will stipulate that the Non-Member Spouse is responsible to pay the mortgage on behalf of the Member children, but only the Member children will have the option to purchase the Rent-to-Own Home at the end of the mortgage, provided that they meet the eligibility requirements for a Rent-to-Own Home upon coming of age.

3.7 Elder Units

- 3.7.1 Members who are over the age of 60 and who can demonstrate that they can live independently with no assistance qualify for an Elder Unit subject to availability.
- 3.7.2 Rent for Elder Units will be set based on Market Rent Calculation (MRC) or set by BNA.
- 3.7.3 A Member can apply for an Elder Unit by submitting a Housing Application to the Housing Administration Staff. The application must specify that it is for an Elder Unit.
- 3.7.4 Elder Units are assigned based on need. Applicants who demonstrate they are subject to a fixed income or limited resources will score higher.

3.8 Insurance

- 3.8.1 BNA will provide basic insurance coverage for all BNA–Administered Homes as part of BNA's group insurance coverage. Such insurance will include replacement cost (fire, flood) but will not include contents insurance. Tenants are required to secure their own content insurance.
- 3.8.2 Members may review the group insurance policy on request to the Housing Administration Department.
- 3.8.3 Any Tenant who wishes to increase the amount of the basic coverage must purchase a separate, individual insurance policy for that coverage and will be solely responsible for the cost of the separate insurance policy.

3.9 Renovation of Rental or Rent to Own

- 3.9.1 Tenants must have prior written permission from the Housing Administration Staff to make any alterations, additions or improvements to a Rental Unit or Rent-to-Own Home and, where applicable, are responsible for obtaining any building permits or other permits or licenses required under any BNA policy or law. A qualified inspector will review any such alterations, additions, or improvements to ensure they meet applicable codes, laws and policies.
- 3.9.2 If a Tenant makes any alterations, additions or improvements to a Rental Unit or Rent-to-Own Home without first obtaining permission, the Tenant it will be solely responsible for returning the Rental Unit or Rent-to-Own Home to its original condition at the Tenant's own expense.
- 3.9.3 Tenants will not be reimbursed for any improvements they have completed at their own expense.

3.10 Annual Housing Application Deadline

- 3.10.1 All Housing Applications (Appendix "A") must be completed, submitted, and/or updated by March 31st of each year to be considered valid. Incomplete Housing Applications and/or late submissions will not be eligible for the Waiting List.

3.11 Complaints

- 3.11.1 Complaints about a Tenant of a BNA-Administered Home must be provided in writing and submitted to the Housing Administration Staff. The identity of the complainant will be kept confidential by the Housing Administration Staff.

Section 4.0

Rent-to-Own Homes

4.0 CHAPTER FOUR – Rent-to-Own

4.1 Introduction

- 4.1.1 Rent-to-Own Homes, also known as Section 95 homes or social housing or BNA-financed homes, are BNA-owned houses with mortgages obtained through the CMHC Section 95 subsidized housing program. The BNA Rent-to-Own Agreement gives the Tenant the option to buy the home once it has been paid for in full in accordance with the terms of the Rent-to-Own Agreement. Non-Members are not eligible to apply for a Rent-to-Own Home because they are not entitled to possession of lands on reserve in accordance with BNA's MRP Law and Land Code.
- 4.1.2 Rent for Rent-to-Own Homes is calculated using the MRC.
- 4.1.3 If one rent payment is missed the rent-to-own agreement will be cancelled and the tenant will be issued a rental agreement.
- 4.1.4 Tenants will be required to live in the Rent-to-Own Homes year-round and must change their permanent address to Sand Point. Tenants can be asked to provide this to BNA in a timely manner upon request. If the tenant fails to provide this BNA can terminate their rent-to-own agreement.
- 4.1.5 Tenants are required to have their rent-to-own home be their primary address. These homes are not to be used as weekend homes and/or camps. For example they cannot have another house that they own in another community where they spend the majority of their time. Please note that tenants will not be penalized by this if they need to travel for work. However, when a tenant travels for work the accommodations must be temporary (e.g. hotel, lodge, motel, camp site, friend's house, etc.) and not owned by them or their spouse/partner.

4.2 Rent-to-Own Application Requirements

Application Form

- 4.2.1 A Housing Application (Appendix "A") for Rent-to-Own Homes must be completed in full and submitted to the Housing Administration Staff. Each applicant Member will be solely responsible for annually updating his/her Housing Application on file with the Housing Administration Staff to ensure all information is current. The Housing Administration Staff is not responsible for updating Housing Applications or keeping them current. A Housing Application that has not been updated for more than one (1) year after its last update will be considered inactive and removed from the Waiting List.
- 4.2.2 The Housing Administration Staff will provide updates on the status of the Waiting List to the Housing Committee.

References Requirement

- 4.2.3 Applicants for Rent-to-Own Homes must provide at least three written references, which could include an employer, social services worker, past or present landlord, or a person who is not an Immediate Family member of the applicant. References from Council will not be accepted to avoid any actual or apparent conflict of interest and to keep the application process unbiased and transparent.

Eligibility Requirements

4.2.4 To be eligible to apply for a Rent-to-Own Home, a person must:

- (a) be a Member in good financial standing with BNA, having no Arrears or outstanding historical debt owing to BNA;
- (b) provide Proof of Income sufficient to meet the Rent;
- (c) complete a BNA credit check form;
- (d) not have a record of non-compliance with a Rental Agreement within the five (5) years immediately preceding the date of his/her Housing Application;
- (e) not have been evicted from any BNA-Administered Home within the five (5) years immediately preceding the date of his/her Housing Application;
- (f) be at least eighteen (18) years of age, unless there are extenuating circumstances which may include, but are not limited to:
 - (i) health or safety issues affecting the applicant and/or any dependents;
 - (ii) overcrowding;
 - (iii) accessibility;
 - (iv) family violence;
 - (v) child welfare;
 - (vi) withdrawn from parental control for applicants who are 16 or 17 years of age;
 - (vii) marital breakdown;
 - (viii) change in marital status; or
 - (ix) fire damage to home; and
- (g) own a vehicle – must provide proof.

4.2.5 BNA recommends that a Member own or have regular access to a vehicle to be eligible for a Rent-to-Own Unit due to the remoteness of the reserve and the distance to necessary services.

Household Composition

4.2.6 If Household Composition changes after a house allocation has been made, the Housing Committee will reassess the allocation to determine whether it is still suitable. If the allocation no longer meets the NOS, the Housing Administration Staff may give notice to terminate the Rent-to-Own Agreement in accordance with its terms and the Tenant may submit a new Housing Application with updated information to be placed on the Waiting List.

- 4.2.7 If the Housing Committee determines that a Tenant intentionally provided untrue or inaccurate information about Household Composition on the Housing Application, and the allocation has already been made, the Tenant will be evicted in accordance with section 4.8.
- 4.2.8 An existing Tenant may apply for a new allocation when the Household Composition has changed such that there is overcrowding and the allocation is not suitable according to the NOS.

Life Insurance & Will

- 4.2.9 BNA recommends that all Tenants of Rent-to-Own Homes:
- (a) purchase life insurance equivalent to the amount of the outstanding mortgage naming BNA as irrevocable beneficiary; and
 - (b) make a Will to ensure that proceeds from the insurance will be used to pay out the mortgage and that the home will be transferred to an eligible Member of their choice.

4.3 Selection Criteria for Rent-to-Own Homes

- 4.3.1 The purpose of the selection criteria is to select applicants on the basis of relative merit and in accordance with the community housing goals and this Policy. A completed Housing Application will include the information needed to score the Housing Application in accordance with the Rental Scoring Guide (Appendix "B"). The Rental Scoring Guide is used to assess household size, present living conditions, references and financial circumstances, including an affordability analysis (utilities and rent).
- 4.3.2 The Housing Committee will score each Housing Application in accordance with the Rental Scoring Guide. The Housing Committee will recommend allocations to Council based on the assigned scores and Council will make the final review and approval of allocations. The BNA Conflict of Interest guidelines must be followed by all Housing Committee members when making recommendations to Council.
- 4.3.3 If two Housing Applications receive the same score, the Housing Application that was submitted first, based on the recorded date received, will have priority.
- 4.3.4 Since the Housing Administration Staff is unlikely to receive sufficient funding in any one year to provide housing to all applicants, scores assigned to Housing Applications using the Rental Scoring Guide will be used to assist in determining who will be allocated housing in any particular budget year. This system will serve as a tool to ensure that no nepotism or conflicts of interest arise. In addition to Housing Application scores, Council may consider such things as past rental history and the existence of Arrears when allocating housing.

4.4 Rent-to-Own Agreement

- 4.4.1 The Rent-to-Own Agreement has been developed to protect the Rent-to-Own Home, the Tenant and BNA. The Rent-to-Own Agreement sets out the obligations and rights of the Tenant and of BNA as landlord. If there is any inconsistency between this Policy and a Rent-to-Own Agreement, the Rent-to-Own Agreement prevails.
- 4.4.2 The Rent-to-Own Agreement for a Rent-to-Own Home provides that once all the Rent payments have been completed and the mortgage is paid out, the Tenant will have the option to purchase the **Certificate of Possession (CP)** to the home in accordance with the procedures in this Policy

(see Section 4.14) and the Rent-to Own Agreement. A copy of the Rent-to-Own Agreement is included in this Policy as Appendix "D".

- 4.4.3 The Rent-to-Own Agreement will specify the term of the tenancy and how the Agreement can be renewed. If a Rent-to-Own Agreement is not renewed, but the Tenant remains in the Home, then a new month-to-month tenancy will be created and the tenancy will be subject to the terms of the Rent-to-Own Agreement insofar as they are applicable to a month to month tenancy.
- 4.4.4 Prior to entering into a Rent-to-Own Agreement, the Housing Administration Staff will complete an in-person meeting with the Tenant to explain all aspects of the Rent-to-Own Agreement, including rules imposed on Tenants, charges payable by Tenants and consequences for breaching the Rent-to-Own Agreement and/or this Policy.
- 4.4.5 The Tenant and the Housing Administration Staff will sign the Rent-to-Own Agreement prior to the Tenant occupying the Rent-to-Own Home. The original copy of the Rent-to-Own Agreement will be kept by the Housing Administration Staff, and a copy will be provided to the Tenant.
- 4.4.6 The Rent-to-Own Agreement will be renewed each year in accordance with its terms to reflect any policy updates, list Tenants, contact information or Rent changes.

4.5 Payment of Rent

- 4.5.1 All Tenants are expected to pay Rent. Rental payments contribute toward the cost of housing and are used to protect the community's investment in its housing assets and to maximize housing resources. Rent paid for a Rent-to-Own Home is used to pay the mortgage and to maintain the unit. In paying Rent, the Tenant is contributing to his/her future interest in the property. All Tenants occupying a Rent-to-Own Home have agreed to pay Rent, as stated in their Rent-to-Own Agreement.
- 4.5.2 Rent is due on the on the 1st of the month and may be paid by cash, certified cheque, money order or bank draft at the Finance Office, or via direct deposit.
- 4.5.3 'Direct pay' for rent and utilities may be arranged by BNA for Tenants receiving social assistance payments such as Ontario Works or Ontario Disability Support as part of their Tenancy Agreement.

4.6 Rental Rates

- 4.6.1 Rents for Rent-to-Own Homes are calculated using the rental scales from the CMHC Operating Agreement and approved rental rate via BCR approved by Council. All Rent charges are based on these criteria only. Please refer to Appendix "J" for more information.
- 4.6.2 Rents will be reviewed annually, or as otherwise required, and Rents will be adjusted in accordance with any changes to the CMHC Operating Agreement.
- 4.6.3 Rents may be adjusted with 90 days' notice to the Tenant.

4.7 Rent Arrears and Default Management

- 4.7.1 Rent is due on the first of every month.

- 4.7.2 If a Tenant fails to pay Rent on first of the month as agreed, this can be sent to the Housing Committee for review and recommendation to Chief and Council.
- 4.7.3 If a Tenant fails to pay Rent, or any Arrears, in a timely way, the Housing Administration Staff may use a collection agency to recover all outstanding debt and the Tenant's credit rating may be affected.
- 4.7.4 A Tenant with outstanding Arrears will not be eligible to receive the allotted repairs and maintenance, or replacement reserve, except where the health and safety of the Authorized Occupants of the Unit are at risk.
- 4.7.5 A Tenant may be subject to eviction for failing to correct the Arrears.
- 4.7.6 A Tenant who is evicted for Arrears will not be eligible to re-apply for housing until five (5) years after the date of eviction, and only if the Arrears are first paid in full.
- 4.7.7 Rent is in Arrears immediately after one payment has been missed and the procedures in this section will apply and will include all Arrears from the time the Tenant was granted possession of the Rent-to-Own Home.
- (a) A first notice (Appendix "L") will be sent to the Tenant seven (7) days after the date Rent was due. The Tenant will be reminded to pay the outstanding Rent in full or to make an appointment with the Housing Administration Staff to discuss repayment of the Arrears.
 - (b) If no payment has been received, or no Arrears Agreement has been entered into within thirty (30) days after the date Rent was due, a second written notice (Appendix "M") will be sent to request a meeting between the Tenant and the Housing Administration Staff to discuss the situation and to make arrangements for the repayment of Arrears. The Housing Administration Staff will make every effort to contact the Tenant by phone to discuss the situation.
 - (c) If no payment has been received or no Arrears Agreement has been entered into within forty-five (45) days after the date the Rent was due, a Final Notice (Appendix "N") will be issued advising the Tenant that his/her debt has been transferred to a collection agency and that his/her credit rating will be affected negatively.
 - (d) Every effort will be made to avoid an eviction. However, if no payment has been made to the collection agency or BNA within ten (10) days of the Final Notice, an Eviction Notice will be issued and the Tenant will have forty-eight (48) hours to vacate the unit.
- 4.7.8 Both the Tenant and the Housing Administration Staff must agree to any Arrears Agreement (Appendix "R") in writing. The Arrears Agreement will include the amount of each repayment installment and the date the payment is due. If the Tenant fails to honour the Arrears Agreement, the Tenant will be evicted.
- 4.7.9 As part of an Arrears Agreement, Tenants who are BNA employees, who are contractors doing work for BNA, or who are otherwise on the BNA payroll may consent in writing to have their Arrears deducted from their pay cheque and forwarded to the Housing Administration Staff.
- 4.7.10 If a Tenant receives two (2) Second Notices within one (1) fiscal year, this will constitute a breach of the Rent-to-Own Agreement; the Agreement will be terminated and an Eviction Notice will be issued.

4.8 Eviction (Rent-to-Own Home)

- 4.8.1 BNA reserves the right to evict Tenants and unauthorized persons from Rent-to-Own Homes in certain circumstances, which are addressed in the next sections.
- 4.8.2 Any person occupying a Rent-to-Own Home without the prior written permission of the Housing Administration Staff may be evicted immediately and without notice.
- 4.8.3 BNA may evict any Non-Member Tenant of a Rent-to-Own Home if, in the opinion of the Housing Committee and Council, an eviction is in the best interest of BNA.

4.9 Breach of a Rent-to-Own Agreement and/or this Policy

- 4.9.1 Tenants of Rent-to-Own Homes may face eviction for breaching a term of their Rent-to-Own Agreement and/or a term of this Policy. (Breach Defined: an act of breaking or failing to observe a law, agreement, code of conduct, or policy)
- 4.9.2 With the exception of a severe breach and nuisance discussed below, when a Tenant has breached a term of the Rent-to-Own Agreement and/or a term of this Policy sufficient to warrant eviction, the Housing Administration Staff will issue a Notice of Breach (Appendix "P") and the Tenant will have thirty (30) days to correct the breach.
- 4.9.3 The Housing Administration Staff will make efforts to assist the Tenant in resolving the breach, which may include giving the Tenant the opportunity to attend a Council meeting to discuss remedies and/or, where appropriate, giving the Tenant the opportunity to attend counseling to reinforce the consequences of failure to resolve the breach.
- 4.9.4 If the breach is not resolved within thirty (30) days of the date the Notice of Breach was issued, or if a Tenant receives three or more notices for failing to comply with a Rent-to-Own Agreement and/or the Policy within a ninety (90) day period, the Housing Administration Staff will issue an Eviction Notice (Appendix "Q") advising that the Tenant is required to vacate the Unit within 10 days.
- 4.9.5 With some specific exceptions listed below, eviction is considered to be a last resort where the Tenant has refused or failed to resolve the breach of the Rent-to-Own Agreement and/or the Policy.

4.10 Severe Breach

- 4.10.1 The Housing Administration Department may evict Tenants/Occupants of a Rent-to-Own Home immediately without the opportunity for a Tenant to remedy the breach for any of the following reasons:
 - (a) making false declarations on a Housing Application that results in a housing allocation;
 - (b) trafficking narcotics and/or being convicted of trafficking narcotics, or engaging in other illegal activities in or from a BNA Administered Home;

- (c) causing or allowing willful and/or extraordinary damage to the Rent-to-Own Home and/or property within the Rent-to-Own Home that belongs to BNA;
- (d) causing or allowing activities in or from the Rent-to-Own Home that endangers the health and safety of people in the neighbourhood of the Rent-to-Own Home ; or
- (e) the Tenant ceases to be a Member.

4.10.2 If the Housing Administration Department decides to evict the Tenant under section 4.10.1, the Department will serve on the Tenant an Eviction Notice (Appendix “S”) advising that the Tenant is required to vacate the Unit within 10 days.

4.11 Repeatedly Causing a Nuisance or Public Disturbance

- 4.11.1 As provided at section 3.11, complaints regarding a Tenant must be provided in writing and submitted to the Housing Administration Staff. Complaints will only be discussed with the complainant and the Tenant who is the subject of the complaint. The identity of the complainant will be kept confidential.
- 4.11.2 Nuisance is the use of property or course of conduct that interferes with the legal rights of others by causing damage, annoyance or inconvenience. This includes such disturbances as fighting, loud music regardless of type, and or any nuisance arising after 11 pm and before 8am.
- 4.11.3 If, in the opinion of the Housing Committee, a Tenant is causing, or allowing others to cause, a nuisance or an on-going disturbance, the following steps will be taken:
- (a) a Notice of Breach (Appendix “P”) will be issued advising the Tenant that he or she has 10 days to correct the problem;
 - (b) if the activities at issue are not addressed within 10 days of the first notice, a second Notice of Breach (Appendix “P”) will be provided advising that the Tenant has 5 days to correct the violation; and
 - (c) if the activities at issue are not addressed within 5 days of the second notice, BNA will issue an Eviction Notice (Appendix “Q”) advising the date the Tenant is required to vacate the Unit within 10 days of notice.
- 4.11.4 In the event a first or second Notice of Breach is provided, a Tenant will return to good standing with the Housing Administration Staff if he/she does not receive an additional Notice of Breach within one (1) year of the date of the last notice.

4.12 Unauthorized Occupants

- 4.12.1 Any person other than Authorized Occupants residing in a Rent-to-Own Home for more than 20 days is trespassing. Without limiting BNA’s ability to sanction a Tenant for allowing a person other than an Authorized Occupant to reside in a Rent-to-Own Home, BNA may take all legal steps to remove a trespasser.

4.13 Abandoned Rent-To-Own Home

4.13.1 A Rent-to-Own Home is considered to be abandoned when the following occurs:

- (a) the Tenant no longer resides in the home; and
- (b) Rent and/or utility payments for the Unit are in Arrears for 30 days or more and the Tenant is not in communication with the Housing Administration Department regarding the Arrears.

4.13.2 A Tenant no longer resides in a Rent-to-Own Home when he or she fails to occupy the Unit for thirty (30) consecutive days without having provided thirty (30) days' written notice to the Housing Administration Department, and/or without the prior written approval of the Housing Administration Department or Chief and Council. They shall lose their rent-to-own eligibility.

4.13.3 Without restricting the Housing Administration Department's ability to determine a Rent-to-Own Home has been abandoned under section 4.13.1, if Housing Administration Staff believe a Rent-to-Own Home is abandoned, the Housing Administration Staff may deliver written notice to the Tenant requiring the Tenant to confirm his/her residency within fifteen (15) days of the date of the notice.

4.13.4 If a Rent-to-Own Home is considered abandoned, including if the Tenant fails to confirm his/her residency within the time allotted under section 4.13.3,

- (a) the Tenant is deemed to have been evicted by BNA;
- (b) the Rent-to-Own Agreement will be terminated and the Tenant will forfeit the option to purchase the Rent-to-Own Home at the end of the mortgage; and
- (c) the Rent-to-Own will be re-allocated based on the selection criteria and Waiting List.

4.13.5 A Tenant who abandons a Rent-to-Own Home will be responsible for Rent for the month following the date the Rent-to-Own Home is deemed abandoned, and for any Arrears and/or damages, all of which will be a debt owed to and recoverable by BNA.

4.13.6 If the Tenant confirms his or her residency within the notice period and Rent or utility payments remain outstanding, the Housing Administration Department will take steps to collect the Arrears in accordance with the Rent-to-Own Agreement and this Policy.

4.13.7 If a Tenant leaves personal property in an abandoned Rent-to-Own Home, the Tenant will have ten (10) days from the date the Unit is deemed abandoned to obtain permission from the Housing Administration Staff to enter the Unit and remove the personal property.

4.13.8 For abandoned personal property with a market value of over \$500, the Housing Administration Department will make an inventory of the items and store the items for at least 60 days. The Housing Administration Department may dispose of the items after 60 days if notice is posted at the BNA Housing Administration Office and on the BNA website at least 30 days before the items are disposed of.

4.13.9 If the Tenant wishes to claim his or her personal property stored by the Housing Administration Department, the Tenant must first reimburse the Housing Administration Department for any moving or storage costs incurred by the Department.

4.13.10 The Housing Administration Department is not obligated to store personal property items left in a vacated Unit if

- (a) the items are worth less than \$500;
- (b) costs of removing or storing the items is more than the items are worth; or
- (c) storage of the items would be unsanitary or unsafe.

4.13.11 The Tenant will be responsible for any costs incurred by the Housing Administration Staff in storing or disposing of his or her personal property even if the Tenant does not claim the items, and these costs will be a debt owed to and recoverable by BNA.

4.14 Transfer of Rent-to-Own Homes at the end of the Mortgage

4.14.1 BNA retains title to all Rent-to-Own Homes until the mortgage for the house is paid in full in accordance with the terms of the Rent-to-Own Agreement. At the end of the mortgage, the Tenant will have the option to apply to transfer the CP into his/her name if the Tenant:

- (a) is a Member;
- (b) has lived in the Rent-to-Own House and regularly paid Rent for at least the minimum time specified in the Rent-to-Own Agreement;
- (c) has no current Arrears; and
- (d) is not in breach of their Rent-to-Own Agreement or this Policy.

4.14.2 The Housing Administration Staff will notify an eligible Tenant in writing when the Finance Department verifies that the mortgage has been discharged. The Tenant may then apply to the Lands Department for a transfer of the CP. The application must include a copy of the Tenant's statement from the Finance Department showing a zero balance and one (1) dollar payment. The Lands Department will then transfer title of the Rent-to-Own Home and the right to legal possession of the applicable land will be allotted to the Tenant by the transfer of the CP.

4.14.3 Once ownership title of the Rent-to-Own Home and the CP are transferred to a Tenant, the Tenant will become a Homeowner and the home will no longer be a BNA-Administered Home. The Homeowner will assume all the rights and responsibilities of homeownership including maintenance and repairs.

4.15 Re-allocation of Rent-To-Own Homes Still Under Mortgage

4.15.1 BNA retains the CP to all Rent-to-Own Homes until the mortgage for the house is discharged in accordance with the terms of the Rent-to-Own Agreement.

4.15.2 BNA will automatically assume possession over any returned, abandoned or confiscated Rent-to-Own Home and allocate that Unit to the next qualified applicant on the Waiting List.

- 4.15.3 BNA may offer the new Tenant the opportunity to obtain title of the Rent-to-Own Home and the applicable CP through a new Rent-to-Own Agreement.
- 4.15.4 During the term of the tenancy, and before the mortgage has been discharged, a Tenant of a Rent-to-Own Home may apply to assign the Rent-to-Own Agreement to a member of the Tenant’s Immediate Family. The assignee must complete a Housing Application and meet all eligibility requirements for a Tenant of a Rent-to-Own Home. The Housing Committee will score the Housing Application and forward it to Council with recommendations and Council may re-allocate the Rent-to-Own Home to the assignee.
- 4.15.5 If a Rent-to-Own Home is returned, abandoned or confiscated during the term of the tenancy and before the mortgage has been discharged, the Rent-to-Own Agreement will be terminated and the Tenant will forfeit the option to purchase the Rent-to-Own Home at the end of the mortgage. The Housing Administration Staff will resume possession of the Rent-to-Own Home. BNA will re-allocate the Rent-to-Own Home to the next qualified applicant on the Waiting List in accordance with this Policy, and may offer the new Tenant the option to purchase the Rent-to-Own Home through a new Rent-to-Own Agreement.
- 4.15.6 To be eligible to be assigned a Rent-to-Own Agreement pursuant to section 4.15.4, or to be allocated a Rent-to-Own Home pursuant to section 4.15.5, the new Tenant must:
- (a) meet all the eligibility criteria for a Rent-to-Own Agreement as set out in Section 4.2.4 of this Policy; and
 - (b) have been paying rent to BNA in another capacity without assistance from BNA or from any other social assistance program for at least the number of years set out in the table below:

Age of Home when Tenant Occupied (based on anniversary date of the mortgage)	Years of Payment Required
0 – 5 Years	20 – 25 Years
6 – 10 Years	15 – 19 Years
11 + Years	15 Years

4.16 Vacating the Rent-to-Own Home

- 4.16.1 If the Tenant does not vacate the Unit when required to do so under the terms of the Rent-to-Own Agreement, this Policy and/or an Eviction Notice, the Housing Administration Staff will obtain the services of the Police to assist in removing the Tenant.
- 4.16.2 Any personal property left by a Tenant after vacating a Unit will be addressed following the procedures set out at sections 4.13.7 to 4.13.11.

- 4.16.3 A Tenant wishing to end the tenancy must notify the Housing Administration Staff in writing at least 30 days prior to moving. If a Tenant moves out of a home without giving notice to the Housing Administration Staff, the home will be deemed abandoned and re-allocated.

4.17 Maintenance

Administration Staff Responsibilities

- 4.17.1 As long as a Tenant pays the Rent as required by the Rent-to-Own Agreement, the Housing Administration Department is responsible for major repairs and replacements, repairs arising from normal wear and tear, and preventative maintenance necessary to ensure compliance with health and safety standards and/or to extend the useful life of the Rent-to-Own Home.
- 4.17.2 Major repairs and replacements (subject to availability of funding) are generally defined as including:
- (a) roof repairs;
 - (b) plumbing repairs;
 - (c) hot water tank replacement;
 - (d) electrical work;
 - (e) major structural work; basement
 - (f) electrical fixture replacement;
 - (g) repairing or replacing BNA-owned appliances (as long as they were not damaged or overloaded by the intentional or negligent acts of a Tenant or guest);
 - (h) replacing broken windows (as long as the damage was not the result of the intentional or negligent acts of a Tenant or guest);
 - (i) repairing driveways; and
 - (j) repairing floors, doors and cupboards as needed.
- 4.17.3 The Housing Administration Staff will keep a record of all major repairs carried out on a Rent-to-Own Home, including the reason for the repairs, a list of repaired items and the costs of the repairs.

Tenant Responsibilities

- 4.17.4 Tenants are responsible for the general maintenance, cleaning, repairs and replacements outlined in the Rent-to-Own Agreement. A schedule of specific Tenant responsibilities is included in the Rent-to-Own Agreement.
- 4.17.5 **The Tenant will be solely responsible for all costs associated with repairs to the Rent-to-Own Home and/or replacement of any fixtures and/or appliances, where the damage has been caused or permitted to occur by the willful or negligent conduct of the Tenant, an Authorized Occupant or a guest.**

- (a) If the damage is minor (less than \$1,000) and the Housing Administration Staff has to carry out the repair and/or replacement, the costs will be charged back to the Tenant as Rent and any charges not paid will constitute Arrears.
 - (b) If the damage is major (over \$1,000), the Housing Administration Staff will provide the Tenant with written notice including an estimate of the costs for the Housing Administration Staff to carry out the repair and/or replacement. The Tenant will have thirty (30) days from the date on the notice to make arrangements with the Housing Administration Staff to pay for the repair and/or replacement. Failure to enter into a payment arrangement within thirty (30) days, or failure to comply with the payment arrangement, will result in eviction.
- 4.17.6 Tenants must immediately report to the Housing Administration Staff any accident, break or defect in water, heating or electrical systems, or in any part of the Rent-to-Own Home and its equipment.
- 4.17.7 When the Housing Administration Staff is to perform maintenance duties, the Tenant must ensure that the area where maintenance is being done is safe and free of clutter, waste or other hazards.

Section 5.0

Rental Units

5.0 CHAPTER FIVE – Rental Units

5.1 Introduction

- 5.1.1 The Rental Units were built for our membership in order to provide safe low income shelter. The sustainability of the investment BNA has made is dependent upon Rent being collected for each Rental Unit in order to repair, maintain and replace items when required. It is in the best interest of all Tenants to pay Rent to benefit the community in its on-going efforts to develop new housing opportunities for all.
- 5.1.2 The Housing Administration Staff has a mandate from the membership, as expressed at an AGM, the Council, CMHC and this Policy, to enforce compliance with the Rent payment requirement by all Tenants.
- 5.1.3 If one rent payment is missed the rent-to-own agreement will be cancelled and the tenant will be issued a rental agreement.
- 5.1.4 Tenants will be required to live in the Rent-to-Own Homes year-round and must change their permanent address to Sand Point. Tenants can be asked to provide this to BNA in a timely manner upon request. If the tenant fails to provide this BNA can terminate their rent-to-own agreement.
- 5.1.5 Tenants are required to have their rent-to-own home be their primary address. These homes are not to be used as weekend homes and/or camps. For example they cannot have another house that they own in another community where they spend the majority of their time. Please note that tenants will not be penalized by this if they need to travel for work. However, when a tenant travels for work the accommodations must be temporary (e.g. hotel, lodge, motel, camp site, friend's house, etc.) and not owned by them or their spouse/partner.

5.2 Rental Unit Application Requirements

- 5.2.1 The following requirements must be met by persons who wish to be considered for allocation of a Rental Unit. If any of these requirements are not met, the Housing Administration Staff will not accept the Housing Application, will not forward it to the Housing Committee and will advise the applicant that the application requirements were not met. Given the size of the Waiting List, existing Tenants will not be eligible for a new allocation unless there is evidence of overcrowding in the Rental Unit.

Application Form

- 5.2.2 Housing Application forms (Appendix "A") for Rental Units must be completed in full and submitted to the Housing Administration Staff. To remain active and on file, Housing Applications must be updated by March 31st of each year. Each applicant is solely responsible for annually updating his/her Housing Application on file with the Housing Administration Staff to ensure all information is current. The Housing Administration Staff is not responsible for updating Housing Applications or keeping them current. A Housing Application that has not been updated for more one (1) year after its last update will be considered inactive and removed from the Waiting List.

5.2.3 The Housing Administration Staff shall provide updates on the Waiting List to the Housing Committee.

References Requirement

5.2.4 Applicants for Rental Units must provide at least three written references, which could include an employer, social services worker, past or present landlord, or a person who is not an Immediate Family member of the applicant. References from Council will not be accepted to avoid any actual or apparent conflict of interest and to keep the application process unbiased and transparent.

Eligibility Requirements

5.2.5 To be eligible to apply for a Rental Unit, a person must:

- (a) be a Member, or a Non-Member custodial parent of a minor Member child;
- (b) be in good financial standing with BNA, having no Arrears or outstanding historical debt;
- (c) provide Proof of Income sufficient to meet the Rent;
- (d) not have been evicted from any BNA-Administered Home within the five (5) years immediately preceding the date of his/her Housing Application; and
- (e) be at least eighteen (18) years of age, unless there are extenuating circumstances which may include, but are not limited to:
 - (i) health or safety issues affecting the applicant and/or any dependents;
 - (ii) overcrowding;
 - (iii) accessibility;
 - (iv) family violence;
 - (v) child welfare;
 - (vi) withdrawn from parental control for applicants 16 or 17 years of age;
 - (vii) marital breakdown;
 - (viii) change in marital status; or
 - (ix) fire to home; and
- (f) own a vehicle.

5.2.6 BNA recommends that a Member own or have regular access to a vehicle to be eligible for a Rental Unit due to the remoteness of the reserve and the distance to necessary services.

5.2.7 An existing Homeowner/Tenant will not be eligible to apply for additional Rental Units.

Household Composition

- 5.2.8 If a Household Composition change after an allocation has been made, the Housing Committee will reassess the allocation to determine whether the allocation is still suitable. If the allocation no longer meets the NOS, the Housing Administration Staff may give notice to terminate the Rental Agreement in accordance with its terms and the Tenant may submit a new Housing Application with updated information to be placed on the Waiting List.
- 5.2.9 If the Housing Committee determines that a Tenant intentionally provided untrue or inaccurate information about Household Composition on the Housing Application, and the allocation has already been made, the Tenant will be evicted in accordance with section 4.8.
- 5.2.10 An existing Tenant may apply for a new allocation when the Household Composition has changed such that there is overcrowding and the allocation is not suitable according to the NOS.

5.3 Selection Criteria for Rental Units

- 5.3.1 The purpose of the selection criteria is to select applicants based on relative merit and in accordance with the community housing goals and this Policy. A completed Housing Application will include the information needed to score the Housing Application in accordance with the Rental Scoring Guide (Appendix “B”). The Rental Scoring Guide is used to assess household size, present living conditions, references and financial circumstances, including an affordability analysis (utilities and rent).
- 5.3.2 The Housing Committee will score each Housing Application in accordance with the Rental Scoring Guide. The Housing Committee will recommend allocations to Council based on the assigned scores and Council will make the final review and approval of allocations. The BNA Conflict of Interest guidelines must be followed by all Housing Committee members when making recommendations to Council.
- 5.3.3 If two Housing Applications receive the same score, the Housing Application that was submitted first, based on the recorded date received, will have priority.
- 5.3.4 Since the Housing Administration Staff is unlikely to receive sufficient funding in any one year to provide housing to all applicants, scores assigned to Housing Applications using the Rental Scoring Guide will be used to assist in determining who will be allocated housing in any particular budget year. This system will serve as a tool to ensure that no nepotism or conflicts of interest arise. In addition to Housing Application scores, Council may consider such things as past rental history and the existence of Arrears when allocating housing.

5.4 Rental Agreement

- 5.4.1 The Rental Agreement (Appendix “C”) has been developed to protect the Rental Unit, the Tenant and BNA. The Rental Agreement sets out the obligations and rights of the Tenant and of BNA as landlord. If there is any inconsistency between this Policy and a Rental Agreement, the Rental Agreement applies.
- 5.4.2 Prior to entering into a Rental Agreement, the Housing Administration Staff will complete an in-person meeting with the Tenant to explain all aspects of the Rental Agreement, including rules and obligations imposed on the Tenant, charges payable by the Tenant and consequences for breaching Rental Agreement and/or this Policy.
- 5.4.3 The Rental Agreement will specify the term of the tenancy and how the Rental Agreement can be renewed. If a Rental Agreement is not renewed, but the Tenant remains in the Rental Unit, then a

new month-to-month tenancy will be created and the tenancy will be subject to the terms of the Rental Agreement insofar as they are applicable to a month to month tenancy.

- 5.4.4 The Tenant and the Housing Administration Staff will sign the Rental Agreement prior to the Tenant occupying the Rental Unit. The original copy of the Rental Agreement will be kept by the Housing Administration Staff, and a copy will be provided to the Tenant.
- 5.4.5 The Rental Agreement form will be updated as required to reflect any policy updates. Signed Rental Agreements will be renewed each year in accordance with its terms. Signed Rental Agreements may only be revised with the consent of both parties. If the Rental Agreement is not renewed in accordance with its terms, the Rental Agreement will remain in effect as a month to month tenancy on the same terms until such time as it is terminated by either party.
- 5.4.6 The Rental Agreement will specify the services that are included in the Rent, such as water, garbage pickup, etc. Despite this, BNA may at any time and in its sole discretion require the Tenant to pay the fees and costs associated with these services upon providing reasonable written notice of such change. For greater certainty, BNA must not obtain a Tenant's consent to make this change to a Rental Agreement.

5.5 Payment of Rent

- 5.5.1 All Tenants are expected to pay Rent. Rental payments contribute toward the cost of housing and are used to protect the community's investment in its housing assets and to maximize housing resources.
- 5.5.2 Rent is due on the 1st of the month and may be paid by cash, certified cheque, money order or bank draft at the BNA Finance Office, or via direct deposit.
- 5.5.3 Tenants who are on the BNA payroll (e.g. BNA employees) may sign a Consent for Deduction (Appendix "E") to have their Rent deducted from their payroll and/or from their Bank account and forwarded to BNA on the date Rent is owing. 'Direct pay' for rent and utilities may be arranged by BNA for tenants receiving social assistance payments such as Ontario Works or Ontario Disability Support as part of their rental agreement. **Rental Rates**
- 5.5.4 All Rents will be reviewed annually and are subject to change. Please refer to Appendix "K" Rental Rates for more details.
- 5.5.5 Subject to Council's approval, the rates will be based on the rates of the applicable CMHC operating agreement, or, in the absence of a CMHC operating agreement, Council may set Rents by inflation plus 2% per year.
- 5.5.6 Rents may be adjusted with 90 days' notice to the Tenant.

5.6 Rent Arrears and Default Management

- 5.6.1 Rent is due on the first of every month.
- 5.6.2 If a Tenant fails to pay Rent, or any Arrears, in a timely way, this may be sent to the Housing Committee for review and recommendation to Chief and Council.

- 5.6.3 A Tenant with outstanding Arrears will not be eligible to receive the allotted repairs and maintenance, or replacement reserve, except where the health and safety of the Authorized Occupants of the Unit are at risk.
- 5.6.4 A Tenant may be subject to eviction for failing to correct the Arrears.
- 5.6.5 A Tenant who is evicted for Arrears will not be eligible to re-apply for housing until five (5) years after the date of eviction, and only if the Arrears are first paid in full.
- 5.6.6 Rent is in Arrears immediately after one payment has been missed and the procedures in this section will apply and will include all Arrears from the time the Tenant was granted possession of the unit.
- (a) A first notice (Appendix “L”) will be sent to the Tenant seven (7) days after the date Rent was due. The Tenant will be reminded to pay the outstanding Rent in full or to make an appointment with the Housing Administration Staff to discuss repayment of the Arrears.
 - (b) If no payment has been received, or no Arrears Agreement has been entered into within thirty (30) days after the date Rent was due, a second written notice (Appendix “M”) will be sent to request a meeting between the Tenant and the Housing Administration Staff to discuss the situation and to make arrangements for the repayment of Arrears. The Housing Administration Staff will make every effort to contact the Tenant by phone to discuss the situation.
 - (c) If no payment has been received or no Arrears Agreement has been entered into within forty-five (45) days after the date the Rent came due, a Final Notice (Appendix “N”) will be issued advising the Tenant that his/her debt has been transferred to a collection agency and that his/her credit rating will be affected negatively.
 - (d) Within Reason every effort will be made to avoid an eviction. However, if no payment has been made to the collection agency or BNA within ten (10) days of the Final Notice, an Eviction Notice will be issued and the Tenant will have forty-eight (48) hours to vacate the unit.
- 5.6.7 Both the Tenant and the Housing Administration Staff must agree to any Arrears Agreement (Appendix “R”) in writing. The Arrears Agreement will include the amount of each repayment installment and the date the payment is due. If the Tenant fails to comply with the Arrears Agreement, the Tenant will be evicted.
- 5.6.8 As part of an Arrears Agreement, Tenants who are BNA employees, who are contractors doing work for BNA, or who are otherwise on the BNA payroll may consent in writing to have their Arrears deducted from their pay cheque (Appendix “E” consent to wage reduction form) and forwarded to the Housing Administration Staff.
- 5.6.9 If a Tenant receives two (2) Second Notices within one (1) fiscal year, this will constitute a breach of the Rental Agreement; the Agreement will be terminated and an Eviction Notice will be issued.

5.7 Eviction (Rental Unit)

- 5.7.1 BNA reserves the right to evict Tenants and unauthorized persons from BNA-Administered Homes in certain circumstances, which are addressed in the next sections.

- 5.7.2 Any person occupying a BNA Administered Home without the prior written permission of the Housing Administration Staff may be evicted immediately and without notice.
- 5.7.3 BNA may evict any Non-Member Tenant of a BNA-Administered Home if, in the opinion of the Housing Committee and Council, an eviction is in the best interest of BNA.

5.8 Breach of a Rental Agreement and/or the Policy

- 5.8.1 Tenants of Rental Units may face eviction for breaching a term of their Rental Agreement and/or a term of this Policy. Breach Defined: an act of breaking or failing to observe a law, agreement, code of conduct, or policy.
- 5.8.2 With the exception of a severe breach and nuisance discussed below, when a Tenant has breached a term of the Rental Agreement and/or a term of this Policy sufficient to warrant eviction, the Housing Administration Staff will issue a Notice of Breach (Appendix "P") and the Tenant will have thirty (30) days to correct the breach.
- 5.8.3 The Housing Administration Staff will make efforts to assist the Tenant in resolving the breach, which may include giving the Tenant the opportunity to attend a Council meeting to discuss remedies and/or, where appropriate, giving the Tenant the opportunity to attend counseling to reinforce the consequences of failure to resolve the breach.
- 5.8.4 If the breach is not resolved within thirty (30) days of the date the Notice of Breach was issued, or if a Tenant receives three or more notices for failing to comply with a Rental Agreement and/or this Policy within a ninety (90) day period, the Housing Administration Staff will issue an Eviction Notice (Appendix "Q") advising that the Tenant is required to vacate the Unit within 10 days.
- 5.8.5 With some specific exceptions listed below, eviction is considered to be a last resort where the Tenant has refused or failed to resolve the breach of the Rental Agreement and/or the Policy.

5.9 Severe Breach

- 5.9.1 The Housing Administration Department may evict Tenants/Occupants of a Rental Unit immediately without the opportunity for a Tenant to remedy the breach for any of the following reasons:
- (a) making false declarations on a Housing Application that results in a housing allocation;
 - (b) trafficking narcotics and/or being convicted of trafficking narcotics, or engaging in other illegal activities in or from a BNA-Administered Home;
 - (c) causing or allowing willful damage to the Rental Unit and/or property within Rental Unit that belongs to BNA;
 - (d) causing or allowing activities in or from the Rental Unit that endangers the health and safety of people in the neighbourhood of the Rental Unit; or
 - (e) the Tenant ceases to be a Member.

- 5.9.2 If the Housing Administration Department decides to evict the Tenant under section 5.9.1, the Housing Administration Department will serve on the Tenant an Eviction Notice (Appendix “S”) advising that the Tenant is required to vacate the Unit within 10 days.

5.10 Repeatedly Causing a Nuisance or Public Disturbance

- 5.10.1 As provided at section 3.11, complaints regarding a Tenant must be provided in writing and submitted to the Housing Administration Staff. Complaints will only be discussed with the complainant and the Tenant who is the subject of the complaint. The identity of the complainant will be kept confidential.
- 5.10.2 Nuisance is the use of property or course of conduct that interferes with the legal rights of others by causing damage, annoyance or inconvenience. This includes such disturbances as fighting, loud music regardless of type, and or any nuisance arising after 11 pm and before 8am.
- 5.10.3 If, in the opinion of the Housing Committee, a Tenant is causing, or allowing others to cause, a nuisance or an on-going disturbance, the following steps will be taken:
- (a) a Notice of Breach (Appendix “P”) will be issued advising the Tenant that he or she has 10 days to correct the problem;
 - (b) if the activities at issue are not addressed within 10 days of the first notice, a second Notice of Breach (Appendix “P”) will be provided advising that the Tenant has 5 days to correct the violation; and
 - (c) if the activities at issue are not addressed within 5 days of the second notice, BNA will issue an Eviction Notice (Appendix “Q”) advising the date the Tenant is required to vacate the Unit within 10 days of notice.
- 5.10.4 In the event a first or second Notice of Breach is provided, a Tenant will return to good standing with the Housing Administration Staff provided he/she does not receive an additional Notice of Breach within one (1) year of the date of the last notice.

5.11 Abandoned Rental Unit

- 5.11.1 A Rental Unit is considered to be abandoned when the following occurs:
- (a) the Tenant no longer resides in the Rental Unit, and
 - (b) Rent and/or utility payments for the Rental Unit are in Arrears for 30 days or more and the Tenant is not in communication with the Housing Administration Staff regarding the Arrears.
- 5.11.2 A Tenant no longer resides in a Rental Unit when he or she fails to occupy the Rental Unit for thirty (30) consecutive days without having provided thirty (30) days’ written notice to the Housing Administration Department, and/or without the prior written approval of the Housing Administration Department
- 5.11.3 Without restricting the Housing Administration Department’s ability to determine a Rental Unit has been abandoned under section 5.13.1, if Housing Administration Staff believe a Rental Unit is

abandoned, the Housing Administration Staff may deliver written notice to the Tenant requiring the Tenant to confirm his/her residency within fifteen (15) days of the date of the notice.

- 5.11.4 If a Rental Unit is considered abandoned, including if the Tenant fails to confirm his/her residency within the time allotted under section 5.13.3,
- (a) the Tenant is deemed to have been evicted by BNA;
 - (b) the Rental Agreement will be terminated; and
 - (c) the Rent-to-Own will be re-allocated based on the selection criteria and Waiting List.
- 5.11.5 A Tenant who abandons a Rental Unit will be responsible for Rent for the month following the date the Rental Unit is deemed abandoned, and for any Arrears and/or damages, all of which will be a debt owed to and recoverable by BNA.
- 5.11.6 If the Tenant confirms his or her residency within the notice period and Rent or utility payments remain outstanding, the Housing Administration Department will take steps to collect the Arrears in accordance with the Rent-to-Own Agreement and this Policy.
- 5.11.7 Any personal property left by a Tenant after vacating a Unit will be addressed following the procedures set out at sections 4.13.7 to 4.13.11.

5.12 Unauthorized Occupants

- 5.12.1 Any person other than Authorized Occupants residing in a Unit for more than 20 days is trespassing. Without limiting BNA's ability to sanction a Tenant for allowing a person other than an Authorized Occupant to reside in a Unit, BNA may take all legal steps to remove a trespasser.

5.13 Vacating a Rental Unit

- 5.13.1 If a Tenant does not vacate a Rental Unit when required to do so under the terms of a Rental Agreement, this Policy and/or an Eviction Notice, the Housing Administration Staff may obtain the services of the Police to assist with removing the Tenant.
- 5.13.2 Any personal property left by a Tenant after vacating a Unit will be addressed following the procedures set out at sections 4.13.7 to 4.13.11.
- 5.13.3 A Tenant wishing to end the tenancy must notify the Housing Administration Staff in writing at least 30 days prior to moving. If a Tenant moves out of a Rental Unit without giving notice to the Housing Administration Staff, the Unit will be deemed abandoned and re-allocated.

5.14 Maintenance

Administration Staff Responsibilities

- 5.14.1 As long as a Tenant pays the Rent as required by the Rental Agreement, the Housing Administration Staff is responsible for major repairs and replacements, repairs arising from normal wear and tear, and preventative maintenance necessary to ensure compliance with health and safety standards and/or to extend the useful life of the Rental Unit.

5.14.2 Major repairs and replacements (subject to availability of funding) are generally defined as including:

- (a) roof repairs;
- (b) plumbing repairs;
- (c) hot water tank replacement;
- (d) electrical work;
- (e) major structural work;
- (f) electrical fixture replacement;
- (g) repairing or replacing BNA -owned appliances (as long as they were not damaged or overloaded by the intentional or negligent acts of a Tenant or guest);
- (h) replacing broken windows (as long as the damage was not the result of the intentional or negligent acts of a Tenant or guest);
- (i) repairing driveways; and
- (j) repairing floors, doors and cupboards as needed. (as long as not neglected)
- (k) Furnace / heating appliances

5.14.3 The Housing Administration Staff will keep a record of all major repairs carried out on a Rental Unit, including the reason for the repairs, a list of repaired items and the costs of the repairs.

Tenant Responsibilities

5.14.4 Tenants are responsible for the general maintenance, cleaning, repairs and replacements outlined in the Rental Agreement. A schedule of specific Tenant responsibilities is included in the Rental Agreement.

5.14.5 **The Tenant will be solely responsible for all costs associated with repairs to the house and/or replacement of any fixtures and/or appliances, where the damage has been caused or permitted to occur by the willful or negligent conduct of the Tenant or a guest.**

- (a) If the damage is minor (less than \$1,000) and the Housing Administration Staff has to carry out the repair and/or replacement, the costs will be charged back to the Tenant as Rent and any charges not paid will constitute Arrears.
- (b) If the damage is major (over \$1,000), the Housing Administration Staff will provide the Tenant with written notice including an estimate of the costs for the Housing Administration Staff to carry out the repair and/or replacement. The Tenant will have thirty (30) days from the date on the notice to make arrangements with the Housing Administration Staff to pay for the repair and/or replacement. Failure to enter into a payment arrangement within thirty (30) days, or failure to comply with the payment arrangement, will result in eviction.

- 5.14.6 Tenants must immediately report to the Housing Administration Staff any accident, break or defect in water, heating or electrical systems, or in any part of the Rental Home and its equipment.
- 5.14.7 When the Housing Administration Staff is to perform maintenance duties (listed as a schedule to the Rental Agreement), the Tenant must ensure that the area where maintenance is being done is safe and free of clutter, waste or other hazards. . If a Tenant is intoxicated when Administration Staff or contractors arrive to perform maintenance, the maintenance will be deferred, unless deferral would cause a health and safety hazard.

SECTION 6.0

APPEALS

6.0 CHAPTER SIX – Appeals

6.1 Types of Appeals

6.1.1 Tenants, Homeowners and Members may appeal any decision made under this Policy, including decisions of the Housing Administration Staff and/or Council.

6.2 Grounds for Appeal

6.2.1 Decisions may be appealed on the following grounds:

- (a) There was an error of fact.
- (b) There was a procedural error.
- (c) Where the appellant questions the decision as unfair, unjust or unreasonable.

6.3 Time Limitations

6.3.1 Time will be considered critical to the fair disposition of inquiries or appeals.

6.3.2 An appellant must seek remedies as promptly as possible and within the deadlines outlined in these policies.

6.3.3 Each inquiry, response, or other remedial step must be taken by the appellant and by the responsible authority or committee within the period specified. If the responsible authority or committee is unable to provide a response within the specified period, the appellant will be informed of that fact and of when the response will be provided.

6.3.4 The lack of timely action or response by either party does not preclude either party from proceeding to the next step of the procedure. If the grievance results in an appeal to the Appeals Committee, the validity of the reasons for any such delays will be taken into account by the Appeals Committee in deciding whether the appeal will be heard.

6.3.5 An appellant's initiation of an appeal serves to pause the clock on any deadlines imposed by the decision that is being appealed until the matter has been resolved, the appellant abandons the appeal process (evidenced by the appellant failing to attend scheduled meetings or failing to file notices by the applicable deadlines), or the matter is finally decided under this section 6.0.

6.3.6 Following the resolution, abandonment or completion of the appeal process, the appellant will be entitled to the remaining days of the original notice period if one was imposed by the decision under appeal, e.g. an order to vacate the Unit. Using the example of an Eviction Notice, if the notice provides that a Tenant must vacate the Unit in 30 days and the Tenant initiates the appeal process within 10 days after receiving the Eviction Notice, if the Tenant must comply with the Eviction Notice as a result of the appeal process, the Tenant will have 20 days to vacate the Unit.

6.4 Preliminary Inquiry

- 6.4.1 Within 10 days of being notified of the decision that is being appealed, the appellant must initiate the appeal process by both scheduling and attending a meeting with Housing Administration Staff designated for that purpose, which will serve as a preliminary inquiry into the issue and an attempt to resolve the matter.
- 6.4.2 Where the matter remains unresolved, a second meeting must take place between the Member, the Housing Administration Staff and a member of the Housing Committee within 7 business days of the first meeting.

6.5 Notice of Appeal

- 6.5.1 If the matter is unresolved following the second meeting, and the appellant wishes to pursue his or her appeal, the appellant must submit a Notice of Appeal to the Housing Committee within 7 business days of the second meeting. The Notice of Appeal must be in writing and contain the appellant's name and address, and state in general terms the nature of the decision, reasons for the appeal, the outcome of the Preliminary Inquiry (i.e. What was the feedback provided by Housing Administration Staff and the Housing Committee?), and the remedial action sought by the Appellant. A filing fee of \$250 must be submitted along with the Notice of Appeal. Members who are on social assistance and Elders on a fixed income are exempt from having to pay the filing fee. If the decision being appealed is over-turned by the Appeals Committee, the appellant will be reimbursed the filing fee.
- 6.5.2 Upon receipt of a completed Notice of Appeal, the Housing Committee will within 5 business days forward a copy of the completed Notice to the decision-maker responsible for the decision under appeal.
- 6.5.3 Within 5 business days of receiving the Notice of Appeal, the respondent decision-maker must deliver to the Housing Committee a response to the appeal.
- 6.5.4 Within 5 business days of receiving the respondent's response, the Housing Committee must
- (a) provide a copy of the response to the appellant; and
 - (b) refer the matter to the Appeals Committee for resolution with a copy of the Notice of Appeal and the respondent's decision-maker's response.

6.6 Onus of Proof, Basis of Decision and Powers of Appeals Committee

- 6.6.1 In any appeal, the appellant bears the onus of showing, on the balance of probabilities, that an injustice or error has occurred at the level of the decision being appealed.
- 6.6.2 The function of the Appeals Committee is to determine, on the basis of the evidence presented to it, whether the initial decision-maker acted or decided the matter in an unfair, unreasonable or unjust way.

- 6.6.3 Council will appoint the Appeals Committee. The Appeals Committee will be composed of the following 3 persons: one member of Council, one manager from the Housing Administration Department and one member of the Housing Committee or an Elder of the community.
- 6.6.4 If any person is prevented from sitting on the Appeals Committee due to a conflict of interest, that person must recuse himself/herself from the Appeals Committee and will be replaced by an alternate, which alternate may be a member of Council, a manager from the Housing Administration Department or other BNA department, a member of the Housing Committee, or an Elder of the community.
- 6.6.5 The Appeals Committee has sole jurisdiction to hear and make final adjudication of appeals submitted through this process.
- 6.6.6 The Appeals Committee retains discretionary authority to modify the appeals process as fits the circumstances, including the authority to:
- (a) decide preliminary matters, including whether the appeal should proceed;
 - (b) direct, curtail or encourage the organization of witnesses, testimony and evidence in the interests of enhancing the clarity, relevance and efficiency of the proceedings;
 - (c) require the production of written or documentary evidence by the parties or by other sources;
 - (d) conduct a hearing; and
 - (e) waive or extend any time periods set out in these appeal procedures.
- 6.6.7 While the Appeals Committee has a broad discretion, appeals heard under this Policy must comply with the following procedures:
- (a) a hearing or other procedure relied on to resolve the appeal must take place as soon as possible following the referral to the Appeals Committee;
 - (b) as much as possible, scheduling of meetings or a hearing will be mutually convenient to the Appeals Committee and to the parties;
 - (c) all parties must be given sufficient notice of the evidence of each party;
 - (d) all parties must be given reasonable written notice of the date, time and place of the hearing;
 - (e) if a hearing is conducted, it must be open, except where requested otherwise by either party. If a closed hearing is requested, the requesting party must provide reasons for the request and the Appeals Committee has the sole discretion to confirm or deny such request;
 - (f) each party will have full opportunity to make submissions to the Appeals Committee, including through oral and written submissions and witness testimony, and each party may question the other's witnesses; and
 - (g) each party bears sole responsibility for contacting its witnesses and making arrangements for them to attend the hearing.

- 6.6.8 Following the conduct of meetings or a hearing, the Appeals Committee will deliberate in closed session and will reach a decision.
- 6.6.9 Within 5 business days of the close of the meetings or a hearing, the Appeals Committee will provide written reasons for its decision to the Chairperson of the Housing Committee and the Chairperson will distribute copies of the decision to all parties, and to such other individuals as the Appeals Committee deems appropriate and/or necessary.
- 6.6.10 Decisions of the Appeals Committee are final.

Section 7.0

Renovations

7.0 CHAPTER SEVEN – Renovations

7.1 Introduction

- 7.1.1 This chapter of the Policy covers external renovation funding programs provided through CMHC and INAC but does not apply to renovations funded through the Ministerial Loan Guarantee Program or the Market Based Housing Program.
- 7.1.2 All external funding for renovations is income based, which means applicants must be below a set annual income, as dictated by the relevant program, in order to be eligible.

7.2 Residential Rehabilitation Assistance Program (RRAP)

- 7.2.1 CMHC offers funding for repairs and renovations to Homeowners and Homeowners with disabilities through several of its Residential Rehabilitation Assistance Programs.
- 7.2.2 “RRAP On-Reserve” offers financial assistance to Members and Homeowners to repair substandard homes to a minimum level of health and safety.
- 7.2.3 The “RRAP for Persons with Disabilities” offers assistance to Homeowners who wish to complete work to modify their home to improve accessibility and suitability for individuals with disabilities.
- 7.2.4 Homeowners who require repairs to their homes may be eligible to apply for RRAP funding if they meet the eligibility guidelines outlined below. Tenants of BNA-Administered Homes may approach the Housing Administration Staff for more information on the availability of other funding sources.
- 7.2.5 Funding may be available to repair or renovate houses that lack basic facilities or are in need of major repair in one or more of the following categories:
- (a) structural;
 - (b) electrical;
 - (c) plumbing;
 - (d) heating; or
 - (e) fire safety.
- 7.2.6 Assistance may also be available to address a problem with overcrowding.
- 7.2.7 In order to qualify for RRAP funding, the dwelling must be a minimum of five (5) years old. Applications for RRAP funding can be obtained from the Housing Administration Staff. Work carried out prior to obtaining funding approval is not eligible for funding.
- 7.2.8 Additional RRAP assistance may be available for a property a minimum of 15 years after the first RRAP loan.

- 7.2.9 Maximum assistance/loan amounts for these programs are established by CMHC.
- 7.2.10 Homeowners are responsible for finding their own alternative housing while renovations are being carried out, or rentals arrangements may be made with the Housing Administration Department.

7.3 Home Adaptations for Seniors Independence (HASI)

- 7.3.1 HASI is a CMHC program to help Homeowners pay for minor home adaptations to extend the time low-income seniors can live in their own homes independently.
- 7.3.2 A Homeowner may qualify for assistance if he/she:
 - (a) is 65 years of age or older;
 - (b) has difficulty with daily living activities brought on by ageing;
 - (c) has a total household income that is at or below the specified limit; and
 - (d) the dwelling unit for which the adaptations will be made is his/her permanent residence.
- 7.3.3 The funds must be for minor items that meet the needs of the elderly Homeowners and assist with mobility that could be, for example:
 - (a) handrails;
 - (b) bathtub grab bars and seats; and
 - (c) lever handles on doors.
- 7.3.4 All adaptations should be permanent and fixed to the dwelling and must improve the accessibility of the housing for seniors. The program is subject to budget availability. Assistance is in the form of a forgivable loan up to \$3,500. The loan does not have to be repaid if Homeowner agrees to continue to occupy the unit for the loan forgiveness period, which is six months.
- 7.3.5 Members may submit requests to the Housing Administration Staff and complete the HASI application, which will be forwarded to CMHC for approval.
- 7.3.6 **Work carried out before the loan is approved in writing is not eligible for funding under this program.**

SECTION 8.0

HOMEOWNERSHIP

(Ministerial Loan Guarantee)

8.0 CHAPTER EIGHT – Ministerial Loan Guarantee Program

8.1 Introduction

- 8.1.1 The Ministerial Loan Guarantee Program and the Market Based Housing Program are two key sources of external funding available to eligible Members who wish to purchase, build or renovate a home on BNA Land. This chapter of the Policy sets out the eligibility requirements, policies and procedures for the Ministerial Loan Guarantee Program. The details of the Market Based Housing Program will be added to this Policy when it has been developed.
- 8.1.2 Both programs require BNA to provide mortgage or loan guarantees. Any mortgage or loan given by BNA is at the discretion of Council and subject to BNA's available funds and/or credit. Providing a mortgage or loan guarantee is a financial risk for BNA and, for this reason, BNA may reject an application for a mortgage or loan guarantee at its sole discretion.
- 8.1.3 Any mortgage or loan guarantee granted by BNA must be secured by a Security and Indemnity Agreement executed in favour of BNA.

8.2 Ministerial Loan Guarantee

- 8.2.1 The Ministerial Loan Guarantee program is a CMHC program through which Borrowers can access financing for the construction, purchase and/or renovation of a single family home on BNA Land. CMHC provides loan insurance to the approved lender and the loan is secured by a BCR from Council and a Ministerial Loan Guarantee from INAC.
- 8.2.2 If repayment of a loan is not made, INAC will pay out the outstanding balance and then require repayment from BNA. As security and in the event of a default, BNA will hold the CP for the subject property until the loan is paid in full. Once the loan is paid in full, and all other requirements of the loan have been fulfilled, the CP will be transferred to the Borrower.

Eligibility Criteria

- 8.2.3 To be eligible to apply for a Ministerial Loan Guarantee, a Borrower must:
- (a) be a Member in good financial standing with BNA, having no Arrears or outstanding historical debt owing to BNA;
 - (b) be at least eighteen (18) years of age, unless there are extenuating circumstances, as set out at section 4.2.4(f) of this Policy;
 - (c) be a first-time homebuyer;
 - (d) have a CP, or have been granted use of the land by BNA;
 - (e) contribute a minimum of 5% cash equity as down payment;
 - (f) be able to satisfy the minimum requirements for taking out a loan with an approved lender (including a credit rating of 620 or higher and having a total debt servicing ration not exceeding 40% of gross monthly income);

- (g) be able to support repayment of the loan;
- (h) understand that no home may be transferred in the future to a Non-Member; and
- (i) if the loan is for a renovation, agree to submit all receipts for expenditures to the Housing Administration Staff.

8.2.4 The requirements of Ministerial Loan Guarantees change over time and the requirements above should be taken as guidelines. The Borrower is required to confirm requirements themselves prior to applying for a Ministerial Loan Guarantee.

Pre-Approval

8.2.5 The Borrower may commence the process by sending a written expression of interest to the Housing Administration Staff.

8.2.6 Once the Housing Administration Staff has verified that the Borrower holds a CP on BNA Land, BNA will conduct an internal credit check to ensure that the Borrower has no outstanding accounts, such as loans, rental Arrears or other debts. Outstanding accounts for the purpose of this process are accounts that have been outstanding for more than 30 days.

8.2.7 If the Borrower has an outstanding account, BNA must be satisfied that those debts have been settled or that the Borrower is capable of paying the debt in a timely way and has negotiated a repayment plan with the lender before the Housing Administration Staff will issue a Conditional Letter of Support.

- (a) If the Borrower refuses to settle the debts or enter into a repayment plan, or if the Housing Administration Staff believes the extent of the Borrower's debt puts into doubt timely repayment, the Staff will deny the application and will take no further action on the file.
- (b) If the Borrower initiates a repayment plan for the outstanding accounts, BNA may at its discretion defer the application for six months to ensure that the Borrower abides by the repayment plan.

8.2.8 If the Borrower is in good financial standing, the Housing Administration Staff will issue a Conditional Letter of Support to the financial institute stating that BNA is prepared to guarantee the Borrower's mortgage provided they meet the lending requirements.

8.2.9 Only after the Borrower has received conditional support from BNA can the Borrower apply for a pre-approved mortgage. The Borrower will be required to submit pay stubs, photo ID, and information regarding overall debt load. The Borrower must meet the following credit standards to be eligible to apply for a mortgage:

- (a) Total Debt Servicing (TDS) ratio not to exceed 40%.
- (b) Income earned will be evaluated.
- (c) Credit rating of 620 or higher.
- (d) Borrower must have good job tenure.
- (e) Borrower must demonstrate they have sufficient cash equity of 5%.

- 8.2.10 **If the Borrower is unable to meet the minimum credit standards of the bank, the application will be declined and no further action will be taken.**
- 8.2.11 The Borrower will be required to obtain and maintain life insurance in an amount sufficient to cover the loan balance and naming BNA as the irrevocable beneficiary. If the Borrower is not eligible for life insurance, the application will be declined.
- 8.2.12 Where a household includes a Non-Member applicant whose income is being used to qualify for a loan, the Non-Member should seek independent legal advice regarding his/her right to claim against the home in the event of household or marital breakup in accordance with the MRP Law. The Non-Member applicant must sign a declaration that he/she fully understands the legal ramifications as they apply to home ownership on reserve and his/her rights.

Approval and Construction/Purchase

- 8.2.13 Identification of a serviced lot.
- 8.2.14 A title search will be conducted to ensure that the lot is unencumbered, as well as to ensure the lot is surveyed if the CP for the lot was not already held by BNA. An environmental site assessment may also be required (if required), as per policies established by Lands Department.
- 8.2.15 If necessary, the lot the home is to be constructed on must be surveyed.
- 8.2.16 If the CP is currently held by the Borrower, the CP must be transferred to BNA in the approved form BNA will hold the CP until the mortgage is fully discharged, at which point, BNA will transfer the CP back to the Borrower/Member.
- 8.2.17 The Borrower must execute a Security and Indemnity Agreement in favour of BNA in the approved form. If the Borrower refuses to enter into a Security and Indemnity Agreement, BNA will not issue the BCR for the loan guarantee.
- 8.2.18 Grant application submitted to INAC for approval, subject to availability.
- (a) Administration Staff to manage grant with contractors and with no funds paid directly to homeowner.
- 8.2.19 Borrower to provide a legally enforceable Will confirming his/her wish to dispose of his/her property upon his/her death. (Heir/beneficiary must be a BNA Member).
- 8.2.20 Borrower to provide legally enforceable documentation that he/she understands the purpose of the loan, the consequences of default, and all of the obligations, responsibilities and conditions associated with the loan through a Letter of Undertaking and an Affidavit of Execution drafted by BNA.
- 8.2.21 The BNA Housing Coordinator or other authority designated by Council will confirm to the Lender that the Borrower has met all the pre-established conditions for approval of a loan guarantee and CP allocation.
- 8.2.22 Borrower to provide financial institute and housing with quote from contractor(s) along with verification of equity. Contractors are subject to BNA Contractor Policy, must be reputable, qualified, have insurance and provide references. In addition, the contractor(s) must be registered and in good standing with the Workplace Safety and Insurance Board, and must be capable of bridge financing construction. Loan advances to the contractor prior to construction beginning are prohibited.

- 8.2.23 Borrower provides site plan to BNA demonstrating the proposed location of infrastructure to be installed.
- 8.2.24 Borrower applies for civic address from BNA.
- 8.2.25 Borrower to submit three sets of “engineered-stamped” drawings.
 - (a) Plans from local hardware stores may also be acceptable, provided they are engineered stamped.
 - (b) Plans must meet, at a minimum, the Ontario Building Code.
- 8.2.26 Necessary loan documents forwarded to Council for final approval. Council issue BCR for Ministerial loan guarantee.
- 8.2.27 Housing Administration Staff confirms to the BNA Planning and Engineering Department that construction may begin upon receipt of the Ministerial Guarantee.
- 8.2.28 Contractor to provide proof of liability and/or construction insurance to BNA and Financial Institution.
- 8.2.29 Copy of builder’s contract forwarded to BNA and lender and any related correspondence must be forwarded to the Housing Administration Department. Fire Insurance requirement must be included in the contract.
- 8.2.30 Construction begins.
- 8.2.31 A qualified inspector must be retained for progress and compliance inspections. The maximum number of progress advances is six (6). Pictures to be included in the advance documentation.
- 8.2.32 Equity and the applicable grant must be drawn down first prior to the first loan advance being processed.
- 8.2.33 Final inspections for building from Health Canada and Electrical (Hydro) must be provided to the Housing Administration Staff.
- 8.2.34 Holdback of a minimum 10% for 45 days will be required and enforced by the lender.
- 8.2.35 Proof of fire insurance provided by Borrower to financial institution prior to move-in date.

Purchase

- 8.2.36 For house purchases, sales agreement along with equity forwarded to bank for final approval.
- 8.2.37 Loan document forwarded to Council for approval by BCR.
- 8.2.38 BCR, Certificate of Possession, and loan documents forwarded to INAC for approval in accordance with the Ministerial Loan Guarantee program.
- 8.2.39 For house purchases, no transfer of funds between seller and buyer permitted until Ministerial Loan Guarantee is approved by INAC.