

Paqtnkek Mi'kmaw Nation

Housing Policy

Draft #3

For Discussion Purposes

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Section 1

Background and Purpose of the Policy

The establishment of sound First Nation Housing Policy is recognized as a viable and stable starting point to begin the development process, which in turn creates options for attracting capital and revenues required in expanding the housing portfolio in First Nations. By isolating the administration of a housing portfolio from day-to day political interventions, and by establishing a vehicle by which private sector lending can be arranged and a more business –like approach to financing, the construction and renovation of housing in the First Nation can be stabilized and accelerated.

(First Nations Guide to Housing Policy. Found at: www.afn.ca/uploads/files/housing/housing-policy-guide.pdf)

Introduction

This housing policy ensures that housing assistance is made available to band members in a fair and equitable manner and will benefit the community as a whole.

Mission

Housing Policy protects people and property.

Manage the houses, not the people.

To provide the Paqtnkek community members with quality shelter that meets or exceeds the National Building Code standards, through a process that is fair and beneficial to all band members. In the development of the Housing Program, it is very important that band members are aware and participate in the process. The community must be informed of all changes and developments that will affect their daily lives. Sound housing policies and programs are an important part of Paqtnkek's future and fulfillment of its vision.

Goals

The goals of the Paqtnkek First Nation housing program are to:

- a) Address the need and demand for adequate housing by allocating housing assistance in an equitable manner; and
- b) Provide band members with housing that meets the minimum standards of health and safety; and
- c) Protect and extend the life of housing through maintenance, repair, inspection, and insurance policies; and
- d) Share the responsibility for housing between Paqtnkek First Nation and the occupants.

Priorities within these housing goals are established by Chief & Council.

Definitions

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

Abandoned unit means a unit is vacated by the occupants for a period of one month with no agreement with the Housing Committee or Housing Director.

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

Appeals Committee means the committee that shall hear an appeal of a housing program decision as submitted by an applicant/occupant or housing director according to the terms and conditions of the housing policy.

Applicant or applicants means the person(s) applying for assistance through this program.

Arrear means payments owed to Paqtnkek First Nation that are late or overdue.

Band or “the band” means Paqtnkek Band Council

Band member” or “member” means an individual who is a registered status Indian in accordance with the Indian Act and a member of Paqtnkek First Nation.

CMHC” means Canada Mortgage & Housing Corporation.

Community” or “the community” means Paqtnkek First Nation community.

Council” means the Paqtnkek Chief and Council.

Due diligence means to take reasonable care to confirm all of the facts and investigate all relevant aspects of an action before moving forward (e.g. eviction).

Eviction” means the legal action taken by the Paqtnkek First Nation Band Council to remove a occupant from a unit for failure to honour the conditions of their agreement.

Health and safety standards means the minimum requirements for housing that are related to public health as defined in the Health Canada Public Health Standards and safety and structural efficiency as defined in the National building Code.

Housing Committee means an ad hoc committee set up by Chief and Council to provide decision making on housing applications and advice on Paqtnkek First Nation housing policy.

Housing Director means the position responsible for delivery and administration of Paqtnkek First Nation housing programs and services as outlined within this housing policy.

National Occupancy Standards” (NOS) means the number of bedrooms a household requires based on the household size and composition. Enough bedrooms based on NOS requirements means one bedroom for each cohabiting adult couple, each noncohabiting household member 18 years of age and over, same-sex pair of children under age 18, and additional boy or girl in the family, unless there are two opposite sex children under 5 years of age, in which case they are expected to share a bedroom.

Qualifying member” and “qualifying applicant” means a band member or applicant who meets the eligibility criteria for housing assistance under this housing policy.

Occupant” or “occupants” means a person or persons who enter into an occupant agreement with Paqtnkek First Nation.

Temporary housing means ... lasting, used, serving, or enjoyed for a limited time until permanent housing becomes available. This may include residents in private rentals or units not able to accommodate a growing family.

Unit means the housing unit owned by Paqtnkek First Nation and/or occupied by the occupant.

Working days means business days between and including Monday to Friday and excluding public holidays and weekend.

Policy Administration

This policy applies to:

- a) All existing and future housing units located within Paqtnkek reserve lands; and
- b) All individuals who have made or will make an application for housing within Paqtnkek reserve lands; and
- c) All individuals currently occupying a housing unit.

Amendments to the Housing Policy

Where amendments to this housing policy are required the housing program director shall present proposed amendments to this housing policy to Council for approval.

Proposed amendments shall be posted publicly at the band office for 30 days and included in the community newsletter and website to allow for community input.

Council may consult with the housing director and/or band members to discuss the nature of any proposed amendments.

Where the Council approves the policy amendment this shall be noted in the Council meeting minutes. Amendments take effect the date they are approved by Council. The decision of Council shall be final.

Where the policy amendment is approved the housing director shall note the amendment on a policy amendment list in the format noted below; the policy amendment list shall precede the table of contents. Amendments are numbered consecutively by date of approval by Council until such a time that a new issue of the policy is released which contains all of the amendments listed. The reissued policy shall be identified by date and each reissue cancels and replaces all previous issues.

Housing Program Options

1. CMHC Section 95 Subsidized Social Housing Program – Houses with a mortgage that are owned by the Band.
2. Section 6 Housing – Homes that have borrowed money to repair, ie: RRAP program, Private Bank Loan, Mini Homes shall fall under this program.
3. Band Housing – These are generally older homes in the community that were built before the CMHC housing program. Once a house is repaired, these units go into the Section 6 program.
4. Privately owned rental – Houses that have been paid for by a Band Member, and is a rental unit.

Housing for Special Needs

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Housing for Elders or Seniors

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Privately Owned Rentals

The Housing Department shall:

Enforce community policies as they relate to privately owned unit.

Not be held responsible for anything concerning a privately owned unit.

1. The Construction or introduction of new rental units upon Band Land must be approved by the Housing Dept.
2. The repair of private rentals under the request of the tenant and neglect of the landlord, may be repaired by the Band using the household maintenance budget and charged to the landlord if the repairs are of health and related hazards, and are not dealt with in a timely manner.
3. The liable costs of an environmental incident, such as an oil spill will be the responsibility of the landlord. Therefore proper insurances need to be on all private rentals. (Building and Contents)

4. Land Management and development policy will determine the location and density of new units and the environmental screening of these new units.

Documents to be sought:

- a) Private Rental Agreement
- b) Template Lease Agreements for rentals and band housing...

Roles and Responsibilities

Band Members

As members of Paqtnkek First Nation each person is encouraged to contribute their views on existing and future housing programs and services.

Band members are encouraged to support implementation and enforcement of the housing policy approved by Chief and Council.

Chief and Council

As elected officials, Chief and Council are the decision-making body of the community and shall have the final decision-making authority during appeals of decisions.

Council is responsible to:

- a) Approve strategic plans and all budgets related to the delivery and administration of housing programs and services; and
- b) Ensure all housing programs and services are provided; and
- c) Approve all housing policies and related regulations. When considering new policies or changes to existing policies, Chief and Council shall provide an opportunity for the membership to share their views on such policies; and
- d) Support housing policy enforcement.

Housing Committee

The housing committee is an informal housing management body which has no legal or financial authority to make decisions on behalf of council.

The housing committee shall make decisions on applications for housing.

The Housing Committee reserves right to reallocate a unit.

The housing committee shall not be involved in the day-to-day delivery or administration

of housing programs and services.

TOR – to be continued

Housing Director

The housing program Director is responsible for the day-to-day administration and enforcement of all housing programs and services.

The key responsibilities of the housing director are to:

- a) Administer the housing program by applying the program policies; and
- b) Review all applications for housing to ensure completeness and eligibility; and
- c) Carry out or oversee repairs and maintenance in a cost-effective manner and in accordance with the Maintenance and Repair Schedule (refer to Appendix c); and
- d) Monitor the effectiveness of housing policies and programs; and
- e) Recommend changes in policy as needed and review housing goals and priorities annually; and
- f) Prepare annual and other reports as required to Council on the activities of the housing director; and
- g) Prepare annual budget requests for the approval of Council; and
- h) Plan and carry out community meetings on housing programs or services; and
- i) Provide information and counselling for occupants who require assistance in understanding and assuming their housing responsibilities.
- j) Approve/Deny maintenance applications.

Appeals Committee

The Appeals Committee is Chief and Council or body including representation from Chief & Council.

The committee shall hear appeals of a housing committee decision as submitted by an applicant/occupant according to the terms and conditions of this housing policy.

Occupant

The key responsibilities of the occupant are to:

- a) Sign an occupancy agreement and meet the conditions of the agreement which include keeping the unit and property free of health and safety hazards; and
- b) Carry out maintenance and repairs as detailed in the occupancy agreement and the Maintenance and Repair Schedule (refer to Appendix C) or notify the housing director of any required maintenance or repairs that are the responsibility of the band as per housing

policy; and

c) Participate in unit condition inspections/assessments as described in this housing policy; and

d) Provide the housing director with confirmation of family composition (persons occupying the unit) at least annually or immediately upon a change of occupants, in a format as required by the housing director and as detailed within the occupancy requirements section of this housing policy; and

e) Inform the housing director of all planned absences from the unit; and

f) Not interfere with or unreasonably disturb a neighbouring occupant and not jeopardize the health or safety or lawful right of a neighbouring occupant or the band.

Eligibility Criteria

To be eligible for this program, an applicant shall have completed an application and submitted to the housing director (refer to the section on the application process within this policy).

In order to be eligible for a housing unit when it becomes available, an applicant shall meet the following criteria:

Shall be a registered member of Paqtnkek First Nation.

Shall be 21 years of age or older. Shall complete an application for housing (refer to Appendix A).

Shall meet the family size required for the available unit.

Selection Criteria – Priority for Housing

Housing units shall be awarded to those applicants who score the highest priority rating within the group of applicants for the available unit(s). Priority is determined based on the selection criteria for housing which may include consideration of family size, current living conditions and other priorities as outlined in policy. A point system will be used that assigns a value to each point in terms of each application.

Applicants remaining on list after initial screening process is complete will be asked to appear before housing committee. If in the opinion of the housing committee, the priority rating and all other eligibility criteria are confirmed to be equal such applications shall be subject to a draw to select the successful application.

Application Process

Completing an Application

As part of completing the application:

1. Applicants **MUST** provide a letter of reference from previous landlord if applicable.

2. Applications must be updated within the fiscal year.
3. Applications for houses shall be submitted on such forms as may be designated for that purpose by the Housing Committee.
4. Applications must be submitted to the Housing Director prior to **January 31st** of the fiscal year in which the applicant requests a house.
5. All applicants will be notified in writing of the status of their application.

Application

(refer to Appendix A for a copy of the application).

A band member who is interested in applying to occupy a housing unit shall complete an application and submit to the housing director every year, **after January 1st**, in order to be considered when a unit becomes available.

The application which must be signed and dated, must include the following:

- a) The band member's full name; and
- b) The band member's full mailing address; and
- c) The band member's telephone contact information; and
- d) The number of family members, including age and gender, that would occupy the housing unit; and
- e) The band member's Paqtnekek First Nation band registry number.

Where the applicant does not receive a housing unit during the calendar year and is still interested in doing so, the band member is responsible to complete and submit a new letter of interest annually after January 1st of each year.

The housing director shall maintain an historical record of the letters of interest submitted by band members.

After December 31st of each year, and within 60 days, the housing Director shall dispose of all applications being held in a secure manner (i.e. shredding).

Incomplete Application

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

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

Application Procedure

Steps to Application Approvals / Disapprovals

Step 1

Applicant fills out the appropriate application form and submits it to the Housing Director, accompanied by Letter of reference from past landlord if applicable.

Where the application is eligible and complete, the housing director shall enter the application on the wait list for housing to be considered as a unit becomes available.

The housing director shall submit the applications based on the priority ranking of the application to the housing committee for approval.

The housing director shall maintain the applicant file in a secure location (i.e. central registry) with access only by authorized representatives of the band.

Step 2

Housing Director will acknowledge receipt of the applications by a written note that it is on file and will be reviewed by the Housing Committee.

The housing director shall keep a written record of its application review and the reasons for acceptance or rejection based on eligibility and completeness of the application.

STEP 3

The Housing Director screens applications for eligibility. Director calls meeting of housing committee.

In advance of the housing committee meeting to approve applications for an available unit, the housing director will contact the applicant being considered for the unit to confirm the applicants' eligibility for the unit. The housing director provides committee with applications at the time of the meeting.

STEP 4

The housing committee holds a meeting and makes decision on successful applicants as per housing policy procedure.

Step 5

Housing Director will notify applicant by letter the status of his/her application deriving from the decision of the Housing Committee. Housing Director will notify successful applicants by phone and letter.

Applicant may appeal the decisions of the Band Council within ten (10) days of receiving their written notice of application disapproval – See Appeal Section for more information.

Offering of a Housing Unit

Where the housing committee has approved an application, the housing director shall contact the successful applicant by phone and in writing, using the contact information provided in the application, within 5 working days of being selected for a unit.

An approved applicant shall have 5 working days to confirm acceptance of the unit and to make arrangements for an in-person meeting with the housing director to sign the required documentation including required occupancy agreement. Failure by the applicant to confirm acceptance within 5 days shall result in the application being returned to the wait list. Failure of approved applicant to sign occupancy agreement will result in application being returned to wait list.

The approved applicants provided with pre-occupancy and post-occupancy workshops encompassing such things as home maintenance, home maintenance costs, assistance with house designs, selection of site location and placements, and home-ownership responsibility (when applicable).

Priority for Housing

1. Health and Safety/ Current Living Conditions
2. Current Occupancy in Temporary Housing
3. Number of dependents and age of Dependents

4. Previous History as an Occupant
5. Special Needs and/or Emergency

Points Allocation Process

Health and Safety (Current Living Conditions)	
The Applicant's current living conditions pose a health, safety or fire hazard as supported by documentation acceptable to Housing Committee as per policy	5
Applicants current housing is overcrowded	5
Housing History	
Current housing is temporary housing	4
Number of Dependents	

Applicant and Dependent who will be residing in the house	() 1 point for applicant and 1 point for each dependent
Number of dependents 12 years and over	() 1 extra point for each dependent
Previous History as an Occupant or Tenant	
Demonstration of responsible care of past housing unit/s	4
Positive tenant/character reference	3
Demonstration of responsible care and control of pets	3
Demonstration of cleanliness and tidiness of past unit and yard if applicable	3
No outstanding debts to Paqtnkek First Nation including willful damage by occupant or guests	3
Special Needs and Emergency	
Applicant requires housing with accessibility and/or special modifications	5
Applicant urgently requires housing for reasons such as loss of home to fire, etc.	5
Total	

Appeals

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

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

Submitting the Appeal

An applicant/occupant who wishes to appeal a decision made under this housing policy shall submit their appeal in writing to the housing director within five (5) working days of having been advised of the decision that they are appealing.

The applicant/occupant shall submit a notice of appeal (refer to Appendix D for a copy of the notice). The notice of appeal form is available from the housing director.

The housing director shall acknowledge receipt of the appeal to the applicant/occupant, by telephone to the number provided in the notice of appeal and in writing, within five (5) working days of receipt of the appeal and shall confirm to the applicant/occupant the date of the appeal review.

If the housing director is wishing to appeal a decision he/she will submit directly to the Appeal Board.

Reviewing the Appeal

The Appeals and Redress Committee shall review the appeal within ten (10) working days of receipt of the appeal.

Five (5) working days before the committee meeting to hear the appeal, the housing director shall present the appeal documentation to the committee and shall confirm the related housing policies and the processes that were followed regarding the decision that is being appealed.

During the committee meeting and where asked to do so, a verbal presentation may be made by the housing director and/or the applicant/occupant; such individuals shall only be allowed in the meeting for the time needed to make the presentation.

In considering the appeal the committee shall decide whether the decision being appealed was made according to the housing policy, without bias or favoritism and without error in interpretation of the housing policy or community bylaws.

Appeal Decision

On completion of the review of the appeal, the committee shall provide confirmation of their decision to the housing director or committee within two (2) working days to confirm either:

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

The housing director shall provide written confirmation to the applicant/occupant to confirm the committee's decision regarding the appeal within four (4) working days of the appeal meeting.

The housing director shall take action as advised by the Appeal committee regarding the appeal.

Where the committee has confirmed that the decision being appealed has been revised in favour of the applicant/occupant or Housing Director and where the appeal is based on the grounds that the policy is unreasonable, the committee shall direct the housing director to make an amendment to the housing policy in the matter of the decision being appealed.

The decision of the committee shall be final and no other appeal shall be heard.

Occupant Agreement

The occupant agreement (the agreement) is administered in accordance with the terms outlined in the occupant agreement, this housing policy and the applicable band laws and regulations. The agreement outlines the terms and conditions of the occupancy and; the housing policy, band laws and regulations form part of this occupancy agreement. A copy of the agreement is included in Appendix B.

Signing of the Occupancy Agreement

After the application for housing has been approved, and prior to occupancy, the housing director shall complete an in-person meeting with the occupant to explain all aspects of the band housing program and the occupant agreement. The housing director shall review the responsibilities of the band, all rules imposed on the occupant, charges payable by the

occupant and consequences for breach of the occupant agreement and/or the housing policy.

A record of this meeting shall be made and retained on the occupant file.

The occupancy agreement shall be signed and each page initialed by both the housing director and the occupant prior to the occupant taking occupancy of the unit.

On execution of the agreement and prior to occupancy, the housing director shall provide to the occupant:

- a) A copy of the occupancy agreement; and
- b) A copy of the housing program policy; and
- c) A copy of any by-laws, band rules and regulations that relate to the unit.

First time Paqtnkek band occupants will sign 1-year agreements. Current occupants may be offered 5-year occupancy agreements.

Occupancy Responsibilities

The occupant shall meet the terms and conditions of the occupancy agreement.

The occupant shall notify the housing director of any required maintenance or repairs that are the responsibility of the band (as described in the occupancy agreement and/or the Maintenance and Repair Schedule) and shall participate in the move-in/move out inspections and/or unit condition assessments as required by the housing director and as described in this policy.

Where the occupancy agreement lists more than one adult as occupant and where an adult occupant so listed vacates the unit the remaining occupant(s) shall notify the housing director of the change in occupants so that the housing director can amend the occupants listed on the occupancy agreement.

Where a occupant has allowed another individual(s) who is not listed on the occupancy agreement to occupy the unit without prior written approval from the housing director, or where the housing director has denied a request from the occupant to allow another individual to occupy the unit, and the unauthorized individual(s) remain in the unit, this shall be a breach of the occupancy agreement. In such cases the housing director reserves the right to terminate the agreement and have the occupant and all occupants vacate the premises (refer to the occupancy requirements section of this policy).

Occupant Counseling

The housing director shall arrange a meeting with the occupant annually or on an as-needed basis to discuss the roles and responsibilities of the housing director and the occupant, to review the occupancy agreement and the housing policy, to confirm household composition and/or to review housing issues or concerns.

The housing director shall provide a 14 day advance written notice to the occupant requesting a meeting at a mutually agreeable date, time and location. The notice shall confirm the reason for the meeting.

The occupant may request a meeting with the housing director at any time to discuss the roles and responsibilities of the housing director and the occupant, to review the occupancy agreement and the housing policy, and/or to review housing issues or concerns.

Occupancy Requirements

Occupancy Guidelines

Based on the information provided in the occupancy housing application and confirmed by the housing director, the following guidelines shall determine the unit type (number of bedrooms) an applicant is eligible for based on the National Occupancy Guidelines definition of suitable housing which means housing that has enough bedrooms for the size and make-up of the occupant's household, according to National Occupancy Standard (NOS) requirements.

Enough bedrooms based on NOS requirements means one bedroom for:
Each cohabiting adult (18 years of age and over) couple; and

Each non-cohabiting household member 18 years of age and over; and
Same- sex pair of children under age 18; and

Additional boy or girl in the family, unless there are two opposite sex children under 5 years of age, in which case they are expected to share a bedroom.

Consider every child over 12 having own room if of different sex. Male and female siblings not recommended to share room at age 12 and over.

These guidelines shall recognize family court orders requiring a bedroom for visiting children where the occupant has joint custody and the children resides with the occupant 50% of the time or more.

Authorized Occupants

Only occupants listed in the occupancy agreement signed by the occupant and the housing director are authorized to occupy the unit.

The occupant shall provide verification of household composition (number of persons occupying the unit) annually, or as requested, to the housing director.

Where the occupant wishes to have an additional occupant who is not listed in the occupancy agreement live permanently in the unit they shall make a written request to the housing director. The request shall provide detail on the additional person including age and gender. Submission of such a request does not guarantee approval.

The housing director reserves the right to refuse the request for an additional occupant. Where the housing director does not approve the request for an additional occupant this shall be an issue for the original occupant to decide upon how they wish to deal with the living situation.

The housing director shall not be responsible to resolve issues of this where the occupant fails to request approval from the housing director to allow an additional occupant, or, where the housing director has denied the request and the occupant permits an unauthorized occupant to remain in the unit, this shall be a breach of the occupancy agreement and the housing director reserves the right to terminate the agreement and have the occupant and all occupants vacate the premises.

Additional Dependents

An occupant may submit a letter of interest to be considered for a larger unit where the number of dependents (18 years of age and under) increases and the increased household size exceeds the following recommended guideline noted previously within this policy item.

Submission of the letter of interest does not guarantee approval. In such cases the occupant's expression of interest and any subsequent application for a larger unit shall be considered equally with all other applications and only where the occupant is not in any breach of their occupancy agreement or the housing policy. All program eligibility criteria noted within this policy shall apply.

Guests

An occupant shall be permitted to allow a guest (a person who is not listed in the occupancy agreement) to occupy the unit on a temporary basis of a period not to exceed 30 consecutive days.

Where the occupant wishes for the guest to remain longer than 30 consecutive days, the occupant shall submit a written request to the housing director requesting approval to do so. The following shall apply:

- a) Where the housing director determines that continued occupancy by the guest creates an overcrowded situation, the request shall be denied; and/or
- b) Where the housing director approves the request the additional period of temporary occupancy by the guest shall be confirmed in writing by the housing director and this period shall not be exceeded. The occupant shall be responsible for the conduct of their guest which must be in accordance with the terms of the occupancy agreement and this housing policy; and/or
- c) Where the housing director denies the request they shall notify the occupant in writing and the occupancy requirements as detailed within this housing policy shall be applied.

Social Assistance Recipients

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

Other Housing Charges

A occupant is responsible to pay all for all utilities including heat and electricity and to pay the installation fees and monthly payments for telephone, cable, internet and any other services or any other amenity to which the occupant may subscribe or install, unless otherwise indicated in the occupancy agreement.

Matrimonial Rights

In the case of family breakdown, where both parties are First Nation members, the ownership of the unit will be put in the name of the person retaining possession of the unit. The parent granted primary custody of the children will retain possession of the unit.

If the person leaving the unit received a housing grant to build the house, they will then be deemed not to have received the grant and the person retaining possession of the unit will be deemed to have received the grant.

In the case of family breakdown, where one of the parties is not a First Nation member, the ownership will remain in the name of the member. The parent granted primary custody of the children will be given the right to occupy the unit. The First Nation is not liable for any investment made by the person who does not retain ownership. In other words, compensation for such investment is to be settled between the parties.

Human Rights

Abandonment

Re-allocating Vacant/Abandoned Units

Once a unit is vacated the unit will be inspected, necessary repairs done and allocated immediately to the next band member on the priority list with an application on file for that size of unit. The Housing Committee will immediately make a decision on who will be given the rental unit, based on the criteria of allocation.

If a unit is vacated by the occupants for a period of one month with no agreement with the Housing Committee, the unit will be considered abandoned.

Maintenance and Repairs

Occupant Responsibilities

Regular training for occupants can reduce housing cost. Training is mandatory as per Occupancy Agreement.

Maintenance and Repair Agreement is included in Occupancy Agreement.

The occupant is responsible for the routine maintenance, repairs and day-to-day upkeep of the unit as detailed in the Maintenance and Repair Schedule (refer to Appendix G) that shall be signed by the occupant and the housing director prior to occupancy of the unit.

The occupant shall be provided with a copy of the schedule. The occupant shall not be reimbursed for any costs related to such routine maintenance, repairs and day-to-day upkeep as included in the schedule.

The occupant is responsible to maintain the outside property including lawn, shrubbery and plants, to keep the unit and property free from garbage and debris and unsightly items, including derelict motor vehicles or other equipment.

The occupant is responsible for snow removal from walkways and driveways.

The occupant is responsible for the cost of all repairs required as a result of willful damage or neglect caused by the occupant, their guests or their pet(s).

The occupant is responsible to immediately report to the housing director any accident, break or defect in interior plumbing, heating or general.

Where an occupant is requesting maintenance or repairs, the occupant shall complete a Request for Repairs form (refer to Appendix E) and shall submit the form to the housing director.

The occupant is not permitted to alter or cause to be altered the locking system on any unit entry door.

The occupant may not remove from the unit any fixtures, sinks, bathtubs, or appliances.

The occupant shall not make or authorize any alterations or additions to the building or property unless they have prior written consent from the housing director to do so.

Any alterations, additions or improvements made by the occupant without prior approval from the housing director are subject to removal at the cost of the occupant, or, such improvements are owned by the band without any compensation to the occupant. The housing director is not responsible for repairs related to any such alterations, additions or improvements.

The band shall not hire or engage the services of the occupant to perform any alterations, renovations, or additions to the unit occupied by the occupant.

Band Responsibilities

The housing director shall review with the occupant the roles and responsibilities for maintenance and repairs as outlined in the occupancy agreement.

The housing director is responsible to carry out maintenance and repairs to components of the unit including building structure and systems including heating, electrical and interior plumbing where either:

- a) The maintenance or repair is required on a component that is original to the home at the time of occupancy; or
- b) The component has reached the end of its serviceable life; or
- c) The maintenance or repair is confirmed to be related to normal wear and tear.

All maintenance and repair work overseen or carried out by the housing director shall meet or exceed the requirements of the National Building Code, band by-laws specifying building or other standards, and any other by laws, codes and regulation applicable to the project.

All repair work shall be inspected by the housing director or by the agency having jurisdiction.

The housing director shall keep a record of all repairs carried out on a unit including, reason for the repairs, and the date of the repair work, repair items and costs.

The housing director shall not repair or replace any damaged item where the damage is determined to be a result of willful damage or neglect on the part of the occupant, their guests, or their pets except where the housing director has agreed to carry out repairs as part of an agreement with the occupant to resolve occupant damage as described within this policy.

With the exception of repairs of an emergency nature or to respond to health and safety issues, or repairs required to address occupant health (as supported by a letter from a certified health professional), repairs shall be made only for an occupant whose account is not in arrears.

Eviction Policy

As per occupancy agreement

Eviction Notices

The Paqtnkek Band Council may serve an “Eviction Notice” to the occupant or Primary Occupant(s). This notice shall provide, at minimum, thirty (30) days’ notice unless the Chief and Council determine that immediate eviction is required to protect the public order and safety of the Housing Committee, Board or Authority; or to protect the house from serious damage or destruction.

Just Cause for Eviction

For the purposes of determining evictions, the following will be deemed to represent “just cause” for the “Eviction Notice”:

Regular and serious damage to or abuse of the house;

Regular and serious vandalism and mischief by a housing occupant;

Repeated abandonment of the house;

Repeated cases within the dwelling of unlawful activity or other activities, which interfere with the peace and quiet of occupants of neighboring housing units.

Vandalism caused by the occupant, guests or other party not within the household will be the financial responsibility of the occupant. The Paqtnkek Housing Department retains the right to recover the cost of any willful damage as stated above by whatever means necessary.

Persons occupying a house without the written consent of the Band Council may be requested to vacate the premises immediately.

The Housing Committee shall recommend reassigning any unit, which is vacant for a period of time and deemed, abandoned by the housing committee. The process of reassigning the unit will follow the housing application procedure.

Housing Preparation for Wakes

Necessary housing repairs and/or replacements shall be conducted upon review and approval of needs by the Housing Director

Emergency Housing

Housing which can be provided to people who need accommodation urgently such victims of house fires, etc. This may be considered temporary housing.

Notes:

1. Council and occupant must understand that rentals are temporary and not permanent housing...there should be a definition of rental for policy purposes...need to consider if community constructed trailers are permanent for housing purpose.
2. Repairs for rental housing that is not safe and adequate must be remedied by landlord... and verified by independent inspector...

3. Need to get a copy of a Lease Agreement for rentals and band housing...
4. Define eligible expenses for the \$520
5. Determine what properties are eligible to be rented...conditions...regular inspections.
6. Treat private landlords and renters equally.
7. The need to establish minimum property standard.
8. The need for landlord to carry private insurance...liability owed by whom...minimum standards for companies who supply oil...minimal standards reviewed by and signed off each year...provide certificate of insurance each year...
9. Policy statement that no oil tanks as source of heating for private rentals...incentives to help landlords to switch from oil to alternative heating...
10. Educate the interests of landlord.
11. Have a landlord occupant meeting with landlord and occupant.
12. Need to get social, health and housing to work together.

Appendix A

Paqtnkek Housing Application

Appendix B

Paqtnkek Housing Occupancy Agreement

Occupancy Agreement made as of the _____ day of _____, 20____.

Between: _____, as represented by its Band Council
(Hereinafter called the “First Nation”)

OF THE FIRST PART

AND: _____
(Hereinafter called the “Occupant”)

OF THE SECOND PART

Whereas:

- A. The First Nation has the authority to administer its own First Nation Housing Program.
- B. The First Nation has agreed that the Occupant may occupy the premises on the terms and conditions hereinafter set out.
- C. All current Occupants residing in band housing as of _____(Date) must sign this housing agreement to remain as an Occupant of said house.

IN RETURN FOR the mutual promises and agreements hereinafter contained, the parties agree as follows:

1. Premises

The First Nation agrees to the Occupant having access for use and occupation as a residential dwelling the house or trailer known and described as:

(Hereinafter referred to as the “Premises”

2. Length of Agreement

The agreement shall commence on _____, 20____, and continue until _____, 20_____.

The Occupant shall have the right to terminate this agreement upon two months written notice given to the First Nation or the First Nation may terminate this agreement by giving one month written notice to the Occupant. First time Paqtnkek band occupants will sign 1-year agreements. Current occupants may be offered 5-year occupancy agreements.

3. Occupants Promises

- (a) To keep the premises
- (b) The occupant is responsible for the routine maintenance, repairs and day-to -day upkeep of the unit as detailed in the Maintenance and Repair Schedule
- (c) To notify the housing director of any required maintenance or repairs that are the responsibility of the band (as described in the occupancy agreement and/or the Maintenance and Repair Schedule)
- (d) Shall participate in the move-in/move out inspections and/or unit condition assessments as required by the housing director and as described in this policy
- (e) Will not do or omit to do something which may render void or voidable any policy of insurance on the Premises

- (f) Will take good care of the premises and keep the premises in clean condition
- (g) Decorating and minor repairs are the responsibility of the Occupant
- (h) Occupant acknowledges that the premises will be resided by the following dependants and family members:

List:

- (i) Occupant agrees that no other person will be allowed to reside in the premises other than those named in 4h without written approval of First Nation. Any discovery of such persons shall be deemed a violation of this Occupancy Agreement and therefore subject to eviction procedures.
- (j) In the event spouses residing in Band housing separate, one or both of them shall notify the First Nation in writing. If spouse remaining in house is the occupant pursuant to this agreement, he/she will remain bound by the terms of this agreement. If spouse remaining in band housing is not the occupant as per agreement, he/she will contact First Nation to negotiate an Occupancy Agreement. Failing to do so will result in him/her being considered a trespasser and removed from premises.

4. First Nation's Promises

- (a) The First Nation will insure the premises against damage by fire.
- (b) The First Nation grants the Occupant quiet enjoyment of the premises.
- (c) Repairs- First Nation responsibility

The First Nation will keep the premises in good state of repair and fit for habitation. The First Nation responsibility for repairs are those to do with structure, electrical, heating, water, or a major deficiency not attributed to or caused wilfully or negligently by the occupants or his/her guests.

4. Default

If the occupant fails to perform or observe any of his/her promises or does anything contrary to this agreement, the First nation may declare the Occupancy Agreement ended and thereupon the agreement and the occupants rights shall end. (Eviction notice)??

Signatures and Witnesses

Occupant

Paqtnkek First Nation representatives

Appendix C

Maintenance Schedule

Tenant Maintenance Items:

1. Proper Garbage storage and removal
2. Proper Recycling
3. Cleaning of appliances
4. Change light bulbs as needed
5. Door knobs- tightening / replacing
6. Bathroom fan-keep free of thick dust
7. Proper disposal of pet litter
8. Wash siding / yearly
9. Clean outdoor steps
10. Maintain yard/grass cut & free of debris
16. Proper Care of Garbage Box
17. Repair window screens as needed
18. Replace base boards when needed
19. Replace electrical covers when needed
20. Replace screen doors
21. Vacuum behind fridge / twice a year
22. Ensure dryer vent is connected
23. Removal of discarded vehicles
24. Remove/clean shower heads with CLR
25. Tighten tap handles when needed

- | | |
|--|--|
| 11. Tighten hand rails | 26. Maintain ventilation with the season |
| 12. Clean / replace range hood filters | 27. Do not over tighten taps |
| 13. Replace batteries- smoke detectors | 28. Replace door stops as needed |
| 14. Clean / caulk bathroom tub | 29. Replace batteries- smoke detectors |
| 15. Report all leaking fixtures / repair | 30. Regular floor / carpet care |

Repair Policy Guidelines

Code Compliance

All work must conform to the National Building Code and all applicable codes under the national code for all required specifications.

All work done on sewage disposals and water supplies will be required to be installed and repaired to federal guidelines by Health Canada.

Inspection Requirements

All inspections are to be conducted by a designated Inspector.

New construction will be required to have a minimum of six inspections to include plans evaluation, site, footing/foundation, framing, insulation/vapour barrier, and final.

Plans will require all of the following to be included; drawing and specification on foundation, floor plan, elevations, building and wall sections, truss & roof layout, window and door schedules, and a list of all materials to be used.

A site plan approved by an inspector will also be a requirement for the band files prior to construction.

Various inspections are required to be done to determine the work that has been completed for progress payment or corrections from previous inspections that indicated major infractions.

Repairs will require inspections to determine what repairs are needed. The report will indicate those items that are needed to meet health, safety, structural and fire safety requirements. Then other repairs that are not needed to meet these requirements but should be done to extend life of the existing unit and prevent the need of major repairs.

Current occupants can apply for repairs and must follow the **application policy requirements**.

The design of the building will be reviewed by the Housing Committee to ensure that the home is suitable to meet the needs of the occupants family. Additions and necessary alterations will be approved by Housing Committee for overcrowding, handicapped/ disabled and elderly requirements.

Various methods should be recommended to ensure more energy efficiency is achieved, to improve building techniques and to ensure that additional standards are followed that may be required due to problem areas that are faced in the First Nation community.

The housing units would be considered high priority when repairs are a fire and safety hazard and other structural deficiencies, ie; flooring systems as indicated by an inspection report. Subject to funding availability.

If a unit is deemed not repairable, the occupants will have priority for any available units as per priority list and point system.

Maintenance/Repairs

The Occupant is responsible for all maintenance and repairs that are caused by occupants and guests.

Occupants will not qualify for assistance from the Paqtnkek First Nation for a period of 5 years after receiving a new home unless the repairs are structural.

CMHC's RRAP grants will be accessed for those individuals who qualify under CMHC's guidelines.

The Paqtnkek First Nation will cover necessary repairs to items that are not covered by RRAP but qualify under the Repair Policy.

New Construction Inspections

Plan Review	%	Actual %
Excavation, Foundation	9	_____
Damproof, Drain, Backfill	2	_____
Frame, Sheathing, Roof	20	_____
Doors & Windows	6	_____
Rough Electrical	4	_____
Rough Plumbing	3	_____
Insulation, Air-Vapour Barrier	5	_____
Basement Floor	2	_____
Exterior Finish	12	_____
Interior Wall/Ceiling Finish	9	_____
Heat Equipment	3	_____

Complete Electrical	1	_____
Complete Plumbing	4	_____
Kitchen Cabinets, Vanity	6	_____
Finish Carpentry	5	_____
Interior Painting	2	_____
Flooring	4	_____
Site Works, Improvements	3	_____
TOTAL PERCENTAGE COMPLETE	100	_____

Purchase Of Materials And Contract Management

The Housing Manager shall ensure that the best possible prices are obtained for building materials used in Housing construction or renovations. All contracting over \$100,000.00 will follow the tendering policy. (exception for new housing construction)

Disposal Of Dilapidated Buildings

Residential buildings that are no longer fit for habitation must be demolished or dismantled as soon as possible after it is vacated.

Non residential buildings, which because of their physical condition, constitute threats to the Health and Safety of community members, or detract from the community, shall likewise be demolished or dismantled within 30 days of notice being given to the owner.

Environmental Protection

All Plans for construction, renovation or waste disposal installation must be reviewed by the appropriate technical personnel to ensure there is no threat to the environment, and that activity complies with the applicable legislation.

The environmental protection of all units may be a joint effort. The contract to supply various goods ex. Fuel oil is a great concern and the supplier of this fuel has to have some

responsibility of checking the oil tank and condition of the lines and expiration dates of tanks they are servicing.

There should be semi-annual checks on the condition of all oil tanks and the condition of the lines. And a report should be submitted to the housing committee.

Appendix D

Notice of Appeal

NOTICE OF APPEAL

The party making this appeal is _____,

The appeal is from the Paqtnkek Mi'kmaw Nation Housing Committee decision dated _____.

The grounds for the appeal are as follows:

(1)

(2)

(3)

The appeal is being taken to Paqtnkek Mi'kmaw Nation Housing Appeal Board.

Appellant's Signature

Print Name

Address and Phone Number:

Dated: _____

Community Comments and Feedback on this Policy

