



# **TK'EMLUPS TE SECWE'PEMC HOUSING POLICY**

**Approved by Chief and Council**

**September 29, 2014**

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# **SECTION 1.0**

# **INTRODUCTION**

(g) to develop a safe work environment with zero tolerance of bullying and verbal abuse towards the Housing Department and its staff.

1.4.2 By creating fair practices and communicating budget availability we intend to provide opportunities and benefits for our community and people.

## 1.5 Authority and Application

1.5.1 This Policy is made under the authority of the Chief and Council.

1.5.2 This Policy applies to all houses (as they are identified in this Policy) on TteS Land and to all housing services provided by the Housing Department.

## 1.6 Chief and Council Resolutions

1.6.1 Council met on December 17, 2013 and passed several BCRs outlining the Housing Department's current mandate, which includes setting guidelines for an efficient and effective housing system that complies with the FAL, and promoting consistency, fairness, accountability and responsibility in all housing practices and decisions. The directives set out in these BCRs are incorporated into the Policy.

## 1.7 Glossary of Terms

**"AANDC"** means Aboriginal Affairs and Northern Development Canada, formerly Indian and Northern Affairs Canada.

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

**"Arrears Agreement"** means an agreement between a Tenant and TteS for the repayment of Arrears over time, made in the form set out in Appendix "A" and setting out the amounts and due dates for Arrears payments as described in section 5.10 of this Policy.

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

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

**"CMHC"** means the Canada Mortgage and Housing Corporation.

**"Council"** means the duly elected Chief and Council of TteS.

**"CP"** means a Certificate of Possession or individual right of legal possession to TteS Land allotted in accordance with section 20 of the *Indian Act*.

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

**“Elder Unit”** means apartments, townhomes or houses owned by TteS 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.

**“Elder Unit Waiting List”** means the list of active Housing Applications for Elder Units on file with the Housing Department.

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

**“FAL”** means the TteS Financial Administration Law

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

**“GBM”** means general band meeting and refers to a meeting of the TteS membership.

**“Homeowner”** means a Member to whom possession of a home or residential property on TteS Land, has been allotted by Council in accordance with section 20 of the *Indian Act*, as amended, and includes Borrowers.

**“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 NOS.

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

**“Housing Committee”** means the independent committee established under section 2.2 of this Policy.

**“Housing Department”** means the Housing Manager and housing staff who are responsible for administering all TteS housing programs.

**“Housing Manager”** means the TteS employee holding that job title and who is responsible for managing the day to day operations of the Housing Department and TteS housing programs.

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

**“Long-term Sublease”** means a sublease of a Rental Unit of between one (1) and three (3) years in duration as described in section 3.4 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 TteS-Administered Home, the construction of a new home, or the purchase, re-financing, or renovation of a Privately Owned Home through a First Nation Market Housing Fund program.

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

**“M.I.S.S.”** means Mortgage plus Interest plus Services minus Subsidy and is a formula for calculating Rent rates.

**“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.



**"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 TteS Housing Policy, unless otherwise specified.

**"Private Tenant"** means a person who pays, or is required to pay, a rental charge to a landlord Homeowner in return for the right to occupy a Privately Owned Home.

**"Privately Owned Home"** means a house or other residential property on TteS Land to which an individual Member has a right of possession under section 20 of the *Indian Act*.

**"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 Department or a financial institution.

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

**"Rental Agreement"** means a written agreement between TteS 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 TteS-Administered Home that is occupied by a Tenant under the terms of a Rental Agreement.

**"Rent-to-Own Agreement"** means a written agreement between TteS 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 TteS 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.

**"Section 10 Home"** means a TteS Administered Home that is financed through the Section 10 Ministerial Loan Guarantee Program.

**"Section 10 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 TteS 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 AANDC.

**"Security and Indemnity Agreement"** means a written agreement made in the form set out in Appendix "E" setting out the respective rights and obligations of TteS and a Borrower in respect of a mortgage or loan guarantee granted to the Borrower by TteS.

**“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”** means a person who is married to another person or who has lived with another person in a marriage-like relationship for a period of at least 6 months and includes persons of the same gender.

**“Sublease”** means a temporary agreement between a Tenant and a Subtenant through which the 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 TteS and a Subtenant 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 TteS and a primary Tenant.

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

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

**“TteS”** means Tk'emlu'ps Te Secwe'pemc, formerly known as the Kamloops Indian Band.

**“TteS-Administered Home”** means a house, or other residential property owned and administered by the TteS Housing Department and includes:

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

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

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

# Section 2.0

# Governance

## 2.0 CHAPTER TWO – Governance

### 2.1 Housing Department

#### 2.1.1 The Housing Department:

- (a) is responsible for day-to-day operations, administration and program management of TteS housing programs.
- (b) handles all matters involving TteS Administered Homes and provides some limited services/funding for Privately Owned Homes.
- (c) administers all external funding programs related to on-reserve housing, including Shelter Allowance, RRAP, CHRP and HASI.
- (d) Is located at the TteS Administration Building.
- (e) consists of the Housing Manager and the Housing Staff, who act in cooperation and consultation with the TteS Chief Executive Officer. Housing Staff include staff members responsible for maintenance and day-to-day operations.

#### 2.1.2 Under the direction of the Housing Manager, the Housing 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 Chief & 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 TteS-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 Department 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;

- (d) have a good knowledge of the housing needs of the community; and
  - (e) be in good financial standing with TteS, including not having any rental Arrears.
- 2.2.9 In making appointments to the Housing Committee, Council shall give priority to those volunteers who are applying for the first time, and to those volunteers who have relevant skills and experience.
- 2.2.10 Not more than one member from the same Immediate Family can sit on the Housing Committee at the same time. Any concerns with an appointment of a family representative can be addressed with the Housing Manager.
- 2.2.11 If appointed, a member of the Housing Committee must:
  - (a) understand and agree to be in support of the enforcement of this Policy;
  - (b) appoint an alternate in writing prior to absences for meetings;
  - (c) agree not to engage in nepotism or participate in decisions in which he or she is in a conflict of interest;
  - (d) sign an Oath of Confidentiality; and
  - (e) act in compliance with this Housing Policy in respect of his/her own housing.
- 2.2.12 Council will remove a Housing Committee member for the following reasons:
  - (a) breaching confidentiality;
  - (b) uncorrected Arrears;
  - (c) unsatisfactory participation in Housing Committee meetings (for example, by coming to meetings unprepared, bullying, intoxicated and disrespectful);
  - (d) not being in good financial standing with the TteS;
  - (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.
- 2.2.13 When a member of the Housing Committee is removed, the Housing Manager will make a recommendation to Council for a replacement from the pool of Members who have submitted expressions of interest.
- 2.2.14 Regular Housing Committee meetings are scheduled twice a year, with additional meetings scheduled as required. Any matters requiring the approval of the Housing Committee that are deemed to be urgent by the Housing Department shall be dealt with by calling an emergency meeting.
- 2.2.15 There must be a minimum of 5 Housing Committee members present for any Housing Committee meeting to be valid. Quorum shall be 50% plus one of those Housing Committee members in attendance at a valid Housing Committee meeting.
- 2.2.16 If quorum is not attainable at a meeting of the Housing Committee, business will continue as an information session with existing members present to ensure no delay in recommendations.

2.2.17 The Housing Committee shall carry out the following functions:

- (a) review and make recommendations to the Housing Department for changes to the Policy on an annual or as needed basis;
- (b) review notice templates and communications as provided by the Housing Department;
- (c) review Housing Applications and other documents and make recommendations to Council regarding same; and
- (d) hear and decide appeals in accordance with section 8.0 of this Policy.
- (e) in carrying out their responsibilities, Housing Committee members must:
  - (f) support this Policy in a consistent and transparent manner;
  - (g) prepare for meetings by reading relevant reports and letters; and
  - (h) keep up to date with relevant TteS policies and by-Laws.

2.2.18 The 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) to vote only in the event of a tie;
- (j) maintaining order; and
- (k) 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 TteS 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 TteS 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 Department 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 TteS;
  - (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 TteS Band office;



- (l) immediately report to the Housing Department 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 Department;
- (o) obtain permission from the Housing Department, including any required building permits or other permits or licenses required under this Policy, an agreement, or any other TteS 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 Department to bring the renovation or repair into compliance with the building code, should such work be required;
- (q) notify the Housing Department prior to building a fence or digging in a yard to ensure that no underground utility lines are disturbed;
- (r) indemnify and save harmless TteS from all liabilities, fines, suits and claims of any kind or which the Housing Department or TteS may be liable or suffer by reason of the Tenant's occupancy of the home or property;
- (s) immediately notify the Housing Department 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 Tenants will not:

- (a) assign or sublet a Rental Unit or Rent-to-Own Home without obtaining approval of the Housing Department 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 TteS generally and/or the TteS Housing Department specifically;
- (c) sell, transfer or otherwise dispose of any appliances owned by TteS;
- (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 Department and confirmed in writing; or
- (e) allow guests to stay in the Rental Unit or Rent-to-Own Home for more than three (3) consecutive weeks.

## 3.2 Inspections

### 3.2.1 Regular Inspections

- (a) The Housing Department shall 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 home inspection form.
- (b) Rental Units are subject to inspection by the Housing Department in the event that the Housing Department has reasonable grounds for believing that the Tenant(s) are in breach of a term of an Agreement with TteS, including a Rental Agreement, or this Policy. In such cases, the Housing Department 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 Department. The Tenant MUST be present during the inspection.
- (c) The Housing Department representative will complete a condition inspection report that confirms the condition of the home and property. The report must be reviewed and signed off by both the Housing Department 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 Department 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 Department will complete a condition inspection report. Both the Housing Department and Tenant must sign the inspection report and the Housing Department must give the Tenant a copy of the report.
- (c) The Housing Department may make the inspection and complete and sign the condition inspection 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. Traditional cleansing may be applied to Rental Units and Rent-to-Own Homes as they are turned over.
- (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 Department. 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 Department 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 Department shall also:
- (a) report to authorities, insurance companies, RCMP, fire department and emergency response teams, as required; and
  - (b) file an official fire report.
- 3.3.3 Accidental fires are covered under the TteS's insurance policy, and the deductible will be paid by TteS. 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 wilful 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 for five (5) years before he/she can re-apply for new housing.
- 3.3.5 TteS 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 Department 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 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 Department. 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 Manager 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 Department will only approve a Sublease for employment reasons once, and only for a maximum of three (3) years.
- 3.4.11 Once the Housing Manager has approved a Sublease, the Subtenant taking over the Rental Unit will enter into a Sublease Agreement with TteS (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 TteS 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 TteS 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 TteS 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 TteS 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.
- 3.4.15 If a Tenant allows another Member or person to reside in a Rental Unit without approval of the Housing Department, 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 his/her 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 Department 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 Unit, Council must approve the next of kin as a Tenant. Upon approval, the next of kin shall become the Tenant of the Unit and shall enter into a new Rental Agreement.
- 3.5.7 If no next of kin requires the Rental Unit, the Rental Unit shall 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 Department 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 Department to acquire the house in accordance with the following sections.
- 3.5.10 If the deceased Tenant maintained a life insurance policy naming TteS as the beneficiary of the policy, the Housing Department 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 proceeds remaining after all the debts are satisfied shall be distributed to the Tenant's heir. 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 heir is eligible to be allotted a CP in accordance with the *Indian Act* and TteS policies. 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 heir may still acquire the Rent-to-Own Home through Council assigning the Rent-to-Own Agreement to the heir, provided that the heir meets the eligibility criteria for a Tenant of a Rent-to-Own Home, as set out in section 4.6, and all obligations in respect of the outstanding mortgage will be transferred to the heir as the new Tenant of the Rent-to-Own Home.

- 3.5.11 If 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 4.7.
- 3.5.12 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 shall be re-allocated in accordance with this Policy and the Waiting List.
- 3.5.13 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.

### General

- 3.6.2 Householders who are Spouses, as defined in this Policy, and who are both Members, are considered to be Joint Tenants with equal rights to use and occupy the Rental Unit or Rent-to-Own Home. If one Spouse is a Non-member, only the Member Spouse is a Tenant.
- 3.6.3 In all cases, TteS will defer to any agreement Joint 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 Joint 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 Joint 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 Department 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: Joint Tenants with no children

- 3.6.5 If Joint Tenants separate and are unable to agree within 30 days of the separation as to which Joint Tenant will retain possession of the Rental Unit or Rent-to-Own Home, each individual Joint Tenant will submit a new Housing Application(Appendix "A") to the Housing Department.
- 3.6.6 The Housing Manager will review and score the applications in accordance with section 4.6 of this Policy and forward the applications to the Housing Committee. The Housing Committee will review the scores and recommend to Council that the Joint Tenant with the highest score retain possession of the Rental Unit or Rent-to-Own Home, provided that Joint 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: Joint Tenants with children

- 3.6.7 If the Joint Tenants have children, the Joint 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 Joint 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 Joint 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 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 TteS as legal guardian on behalf of the children, and the children will be named as Tenants.
  - (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.

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 Elder Units are available on a limited basis to TteS Members who are over the age of 60 years old and who can demonstrate that they can live independently with no assistance.
- 3.7.2 Rents for Elder Units are paid by TteS out of TteS's general revenue fund.
- 3.7.3 A member can apply for an Elder Unit by submitting a Housing Application to the Housing Department. The application must specify that it is for an Elder Unit.
- 3.7.4 Elder Units are assigned in accordance with the Tenant selection criteria for Rental Units outlined in section 5.6

## 3.8 Insurance

- 3.8.1 TteS will provide basic insurance coverage for all homes on TteS Land as part of TteS's group insurance coverage. Such insurance will include replacement cost (fire, earthquake, flood) and contents insurance in the amounts specified in the group insurance policy, subject to any exclusions or limitations listed therein, as amended from time to time.
- 3.8.2 TteS will pay all insurance premiums and deductibles for the group insurance coverage.
- 3.8.3 Members may review the group insurance policy on request to the Housing Department.
- 3.8.4 Any Tenant, Borrower or Homeowner, who wishes to increase the amount of general coverage, or to insure any special items requiring an additional insurance rider, 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 Department 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 TteS 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 31<sup>st</sup> of each year to be considered valid. Incomplete Housing Applications and/or late submissions will not be eligible for the Waiting List.



## 3.11 Unsigned Housing Agreements

- 3.11.1 Any person who occupies and uses a TteS-Administered Home as a Tenant, and who has not entered into a written agreement with TteS for the use and occupation of that TteS-Administered Home, including a Rental Agreement or Rent-to-Own Agreement, shall be subject to all terms and conditions of this Policy as though that person was a Tenant pursuant to a Rental Agreement or Rent-to-Own Agreement (Appendix "C" and "D").
- 3.11.2 Any such person occupying and using the TteS-Administered Home as a Tenant without having entered into a Rental Agreement, Rent-to-Own Agreement or other written agreement with TteS for the use and occupancy of the TteS-Administered Home, shall be required to enter into a Rental Agreement or Rent-to-Own Agreement by March 31<sup>st</sup> of the year immediately following the date on which Council adopts this Policy. Failure to enter into such an agreement may be grounds for eviction.

## 3.12 Pet Policy

- 3.12.1 Tenants of Rental Units and Rent-to-Own Homes are automatically permitted to have one (1) pet not to exceed 30 pounds.
- 3.12.2 In addition, Tenants of Rental Units and Rent-to-Own Homes may apply to the Housing Department for an exemption permitting additional pets, or oversize pets.
- 3.12.3 Applications for exemption must include the following information:
- (a) type, breed, age and size of pet;
  - (b) how long the Tenant has had the pet for;
  - (c) references for the pet from a previous landlord, or from a veterinarian;
  - (d) evidence that the pet has been vaccinated and regularly treated for fleas and worms;
  - (e) evidence that the pet has been spayed or neutered;
  - (f) evidence that the pet has been licensed in compliance with the TteS Animal Control Bylaw; and
  - (g) information about how the pet will be cared for/contained when the Tenant is out of the house.
- 3.12.4 The Housing Committee will review applications for exemption and will make recommendations to the Housing Manager, who will decide whether to approve the exemption.
- 3.12.5 **For health and safety reasons, all Tenants are required to comply with the TteS Animal Control Bylaw.** This includes, but is not limited to:
- (a) pets must be fully vaccinated (including against rabies);
  - (b) pets are not permitted to run at large within TteS Land, except where specified by Council;
  - (c) pets must be sufficiently fed, watered and cared for;

(d) pet owners are required to clean up after their pets; and

(e) pet owners are responsible for any damage to person or property caused by their pets.

3.12.6 For greater clarity, Tenants will be solely responsible for any damage to the Rental Unit or Rent-to-Own Home that is caused by their pet.

3.12.7 Tenants keeping a pet, or pets, in a Rental Unit or Rent-to-Own Home are required to sign and comply with a Pet Policy Addendum to the Rental Agreement or Rent-to-Own Agreement (Appendix "I").

3.12.8 Any Tenant who is in breach of a provision of the Animal Control Bylaw will also be in breach of the Rental Agreement or Rent-to-Own Agreement and of this Policy, and TteS may take disciplinary steps in accordance with sections 4.13 and 5.13 (Repeatedly Causing a Nuisance or Public Disturbance) and sections 4.11 and 5.11 (Eviction) of this Policy, and in accordance with the provisions of the Pet Policy Addendum.

## 3.13 Complaints

3.13.1 Complaints about the Tenant of a TteS-Administered Home must be provided in writing and submitted to the Housing Department. The identity of the complainant will be kept confidential by the Housing Department.

# **Section 4.0**

## **Rent-to-Own Homes**

### **(Section 95)**

## 4.0 CHAPTER FOUR – Rent-to-Own (Section 95)

### 4.1 Introduction

- 4.1.1 Rent-to-Own Homes, also known as Section 95 homes or social housing, are TteS-owned houses with mortgages obtained through the CMHC Section 95 subsidized housing program. The Rent-to-Own Agreement with the TteS gives the Tenant the option to buy the unit once the home 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 section 20 of the *Indian Act*.
- 4.1.2 Rent for Rent-to-Own Homes is calculated using the M.I.S.S. formula.
- 4.1.3 The Section 95 social housing program has lost substantial revenue for our community since its inception. One purpose of this Policy is to turn this ongoing loss around so that the program can start to generate revenue in support of our goal to start building more new homes as soon as possible. In accordance with the wishes of Members expressed through zero-tolerance motions passed at several GBM's, and with the direction of Council, the Housing Department will be aggressively applying the Rent collection process to all current Arrears and historical bad debt.

### 4.2 Purpose

- 4.2.1 Tk'emlu'ps Te Secwe'penc has developed this Policy for the betterment of our community. Having a structured housing policy will provide a framework for the staff of the Housing Department, 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.

### 4.3 Mission Statement

- 4.3.1 Tk'emlu'ps Te Secwe'penc is committed to providing safe, affordable, quality homes to the TteS members. The purpose of the TteS Housing Program is to create a self-sustaining, independent fund that allows for TteS to build, buy, rent and repair homes according to community needs and priorities. TteS Members can access housing related essentials through various financing programs, rental accommodations and construction advisory services. The TteS will encourage Members towards independent building, maintenance, and home ownership.
- 4.3.2 Tk'emlu'ps Te Secwe'penc is committed to addressing the social determinates of health that negatively affect TteS members. Housing being of great importance, TteS will work to provide and support in attaining safe, affordable, quality built homes for TteS members.

### 4.4 Goals

- 4.4.1 TteS aims to fulfill the following rent to own housing goals for its members:
- (a) to provide safe and affordable housing;
  - (b) to collect Rent and increase revenues;
  - (c) to develop and administer a maintenance program to ensure minimum levels of health and safety are met;

- (d) to extend the useful life of the existing TteS Administered Homes;
- (e) to promote homeownership by providing eligible Members with access to affordable and competitive mortgages through the Market Based Housing Program;
- (f) to promote homeownership through personal contributions; and
- (g) to develop a safe work environment with zero tolerance of bullying and verbal abuse towards the Housing Department and its staff.

4.4.2 By creating fair practices and communicating budget availability we intend to provide opportunities and benefits for our community and people.

## 4.5 Rent-to-Own Application Requirements

### Application Form

4.5.1 A Housing Application (Appendix "A") forms for Rent-to-Own Homes must be completed in full and submitted to the Housing Department. Each applicant Member shall be solely responsible for annually updating his/her Housing Application on file with the Housing Department to ensure all information is current. The Housing Department 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.

4.5.2 The Housing Manager will provide updates on the status of the Waiting List to the Housing Committee.

### References Requirement

4.5.3 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

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

- (a) be a Member in good financial standing with TteS, having no Arrears or outstanding historical debt owing to TteS;
- (b) provide Proof of Income sufficient to meet the Rent;
- (c) not have been evicted from any TteS Administered Home within the five (5) years immediately preceding the date of his/her Housing Application; and
- (d) 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;
- (vii) marital breakdown;
- (viii) change in marital status; or
- (ix) fire to home.

#### Household Composition

- 4.5.5 If Household Composition changes 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 Department 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.
- 4.5.6 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.
- 4.5.7 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

- 4.5.8 TteS recommends that all Tenants of Rent-to-Own Homes:
- (a) purchase life insurance equivalent to the amount of the outstanding mortgage naming TteS as irrevocable beneficiary;
  - (b) and 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.

## 4.6 Selection Criteria for Rent-To-Own Homes

- 4.6.1 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).
- 4.6.2 The Housing Manager will score each Housing Application in accordance with the Rental Scoring Guide and the Housing Committee will then review the scores. The Housing Committee will recommend allocations to Council based on the assigned scores and Council will make the final decision on allocations. The TteS Conflict of Interest guidelines must be followed by all Housing Committee members when making recommendations to Council.

- 4.6.3 If two Housing Applications receive the same score, the Housing Application that was submitted first, based on the recorded date received, will have priority.
- 4.6.4 Since the Housing Department 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.

## 4.7 Rent-to-Own Agreement

- 4.7.1 The Rent-to-Own Agreement has been developed to protect the Rent-to-Own Home, the Tenant and TteS. The Rent-to-Own Agreement sets out the obligations and rights of the Tenant and of TteS as landlord.
- 4.7.2 The Rent-to-Own Agreement for a Rent-to-Own Home sets out that once all the Rent payments have been completed and the mortgage is paid out, the Tenant will have the option to purchase the CP to the home in accordance with the procedures in this Policy (see Section 4.15) and the Rent-to Own Agreement. A copy of the Rent-to-Own Agreement is included in this Policy as Appendix "D".
- 4.7.3 Prior to entering into a Rent-to-Own Agreement, the Housing Department 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.
- 4.7.4 The Tenant and the Housing Department 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 Department, and a copy will be provided to the Tenant.
- 4.7.5 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.

## 4.8 Payment of Rent

- 4.8.1 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.
- 4.8.2 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.
- 4.8.3 Tenants who are TteS employees, who are contractors doing work for TteS, or who are otherwise on the TteS payroll, may sign a Consent to Wage Reduction (Appendix "E") to have their Rent deducted from their paycheque and forwarded to the Housing Department.
- 4.8.4 The Social Development Department may make Rent payments on behalf of Tenants who receive social assistance. Social assistance recipients are responsible for making arrangements with the Social Development Department to ensure that Rent payments are made on their behalf.

## 4.9 Rental Rates

- 4.9.1 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 Chief and Council. All rental charges are based on these criteria only. Please refer to Appendix "J" for more information.
- 4.9.2 Rents will be reviewed annually and adjusted in accordance with any changes to the CMHC Operating Agreement. As per annual review increases maybe adjusted at a rate of 3% per year. The Verification of Income (VOI) process is the worst case scenario in terms of financial losses to the program which includes reduced rents for social assistance, Unemployment insurance, education and pension.

## 4.10 Rent Arrears and Default Management

- 4.10.1 Rent is due on the first of every month.
- 4.10.2 If a Tenant fails to pay Rent, or any Arrears, in a timely way, the Housing Department may use a collection agency to recover all outstanding debt and the Tenant's credit rating may be affected.
- 4.10.3 A Tenant with outstanding Arrears will not be eligible to receive the allotted repairs and maintenance, or replacement reserve, or any TteS own-source revenue funded services, such as recreational and personal development stipends and will not be eligible for any non-emergency/cosmetic repairs, until the Arrears are paid in full.
- 4.10.4 A Tenant may be subject to eviction for failing to correct the Arrears.
- 4.10.5 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.
- 4.10.6 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 Department to discuss repayment of the Arrears.
  - (b) If no payment has been received, or no Arrears Agreement (Appendix "O") 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 Department to discuss the situation and to make arrangements for the repayment of Arrears. The Housing Department 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 (Appendix "O") 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) Every effort will be made to avoid an eviction. However, if no payment has been made to the collection agency or TteS within thirty (30) days of the Final Notice, an Eviction Notice will be issued and the Tenant will have forty-eight (48) hours to vacate the unit.



- 4.10.7 Both the Tenant and the Housing Department must agree to any Arrears Agreement (Appendix "O") 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.
- 4.10.8 As part of an Arrears Agreement, Tenants who are TteS employees, who are contractors doing work for TteS, or who are otherwise on the TteS payroll may consent in writing to have their Arrears deducted from their paycheque and forwarded to the Housing Department.
- 4.10.9 If a Tenant receives two (2) Second Notices within one (1) fiscal year, the Rent-to-Own Agreement will be revoked and an Eviction Notice will be issued.

## 4.11 Eviction

- 4.11.1 TteS reserves the right to evict Tenants and unauthorized persons from TteS Administered Homes in certain circumstances.
- 4.11.2 Any person occupying a TteS Administered Home without the prior written permission of the Housing Department may be evicted immediately and without notice.
- 4.11.3 Tenants of Rent-to-Own Homes may face eviction for:
  - (a) breaching a term of a Rent-to-Own Agreement and/or this Policy;
  - (b) repeatedly causing a nuisance or public disturbance;
  - (c) abandoning a Rent-to-Own Home; and/or
  - (d) failing to pay Rent or Arrears.
- 4.11.4 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.
- 4.11.5 If a Tenant is evicted from a Rent-to-Own Home, the Rent-to-Own Agreement is terminated and he/she loses the option to purchase the unit at the end of the mortgage.

## 4.12 Breach of a Rent-to-Own Agreement and/or the Policy

- 4.12.1 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.
- 4.12.2 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 Department will issue a Notice of Breach (Appendix "P") and the Tenant will have thirty (30) days to correct the breach.
- 4.12.3 The Housing Department 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.

- 4.12.4 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 Department will issue an Eviction Notice (Appendix "Q") and commence steps to evict the Tenant.
- 4.12.5 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.
- 4.12.6 Tenants or persons within TteS Administered Homes may be evicted immediately and without notice or counseling 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 TteS Administered Home;
  - (c) causing or allowing wilful damage to the TteS Administered Home and/or property within the TteS Administered Home that belongs to TteS; and
  - (d) causing or allowing activities in or from a TteS Administered Home that endangers the health and safety of people in the neighbourhood of the TteS Administered Home.

## 4.13 Repeatedly Causing a Nuisance or Public Disturbance

- 4.13.1 If, in the opinion of the Housing Department, a Tenant is causing, or allowing others to cause, a nuisance or an on-going disturbance, the following steps will be taken:
- (a) first written warning;
  - (b) second written warning; and
  - (c) eviction.
- 4.13.2 After a first or second warning, a Tenant will return to good standing with the Housing Department provided he/she does not receive additional warnings within one (1) year of the date of the last warning.

## 4.14 Abandoned Rent-To-Own Home

- 4.14.1 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 Department regarding the Arrears.
- 4.14.2 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 Department, and/or without the prior written approval of the Housing Department.

- 4.14.3 If a Rent-to-Own Home is believed to be abandoned, the Housing Department will deliver written notice to the Tenant requiring the Tenant to confirm his/her residency within fifteen (15) days of the date of the notice. If the Tenant fails to confirm his/her residency within the time allotted, the Rent-to-Own Home will be deemed abandoned and will be re-allocated based on the selection criteria and Waiting List.
- 4.14.4 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 TteS.
- 4.14.5 If a Tenant leaves personal property in an abandoned Rent-to-Own Home, the Tenant will have five (5) days from the date the unit is deemed abandoned to obtain permission from the Housing Department to enter the unit and remove the personal property, after which the Housing Department may dispose of the personal property at its discretion. The Tenant will be responsible for any costs incurred by the Housing Department in disposing of the personal property, and these costs will be a debt owed to and recoverable by TteS.
- 4.14.6 Tenants who abandon a Rent-to-Own Home will be considered to have been evicted from the home. The Rent-to-Own Agreement will be terminated and the Tenant will forfeit the option to purchase the unit at the end of the mortgage.

## 4.15 Transfer of Rent-to-Own Homes at the end of the Mortgage

- 4.15.1 TteS 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 provided the Tenant:
  - (a) is a Member;
  - (b) has lived in the home and regularly paid Rent without assistance from TteS for at least seven (7) years;
  - (c) has no Arrears; and
  - (d) is not in breach of their Rent-to-Own Agreement and/or this Policy.
- 4.15.2 The Housing Department 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 ownership of the Rent-to-Own Home and the land on which it sits to the Tenant, and the right to legal possession will be allotted to the Tenant by the transfer of the CP to the Tenant.
- 4.15.3 Once ownership 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 TteS-Administered Home. The Homeowner will assume all the rights and responsibilities of homeownership including maintenance, repairs, and any annual contribution amounts as may be required by TteS in respect of Privately Owned Homes. This will be determined by the annual budget allocation and the ability of the Housing Department to collect rental revenue.

## 4.16 Re-allocation of Rent-To-Own Homes Still Under Mortgage

- 4.16.1 TteS 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.
- 4.16.2 TteS 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, and
- 4.16.3 TteS may offer the new Tenant the opportunity to obtain a CP for the unit in the future through a new Rent-to-Own Agreement.
- 4.16.4 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.
- 4.16.5 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 Housing Department will resume possession of the Rent-to-Own Home. TteS 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.
- 4.16.6 To be eligible to be assigned a Rent-to-Own Agreement pursuant to section 4.16.4, or to be allocated a Rent-to-Own Home pursuant to section 4.16.5, the new Tenant must:
- (a) meet all the eligibility criteria for a Rent-to-Own Agreement as set out in Section 4.5.4 of this Policy; and
  - (b) have paid Rent without assistance from TteS or any social assistance program for the minimum range of years stipulated in the table below, depending on the age of the Rent-to-Own Home at the time of re-allocation.

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

## 4.17 Vacating the Unit

- 4.17.1 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 Department will obtain the services of the RCMP to assist in removing the Tenant.
- 4.17.2 A Tenant who leaves personal property in the unit after vacating the premises and no longer being authorized to have access, must contact the Housing Department in order to enter the unit and remove the personal property within seven (7) days of vacating the premises. After that time, the Housing Department may dispose of the personal property at its discretion. The Tenant will be responsible for any costs incurred by the Housing Department in disposing of the personal property, and these costs will be a debt owed to and recoverable by TteS.
- 4.17.3 A Tenant wishing to end the tenancy must notify the Housing Department in writing at least 30 days prior to moving. If a Tenant moves out of a home without giving notice to the Housing Department, the home will be deemed abandoned and re-allocated.

## 4.18 Maintenance

### Housing Department Responsibilities

- 4.18.1 As long as a Tenant pays the Rent as required by the Rent-to-Own Agreement, the Housing 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.
- 4.18.2 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 TteS-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.
- 4.18.3 The Housing Department 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

- 4.18.4 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.
- 4.18.5 **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 wilful or negligent conduct of the Tenant or a guest.**
- (a) If the damage is minor (less than \$1,000) and the Housing Department 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 Department will provide the Tenant with written notice including an estimate of the costs for the Housing Department 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 Department 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.
- 4.18.6 Tenants must immediately report to the Housing Department any accident, break or defect in water, heating or electrical systems, or in any part of the Rent-to-Own Home and its equipment.
- 4.18.7 When the Housing Department 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. If a Tenant is intoxicated when Housing Department staff or contractors arrive to perform maintenance, the maintenance will be deferred, unless deferral would cause a health and safety hazard.

# **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 TteS has made is dependent upon Rent being collected from each Rental Unit in order to repair, maintain and replace items when required. The Rent also goes towards the development of new housing projects for the membership seeking low rental units. 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 Department has a mandate from the membership, as expressed at a GBM, the Council, CMHC and this Policy, to enforce compliance with the Rent payment requirement by all Tenants.

### 5.2 Purpose

- 5.2.1 Tk'emlu'ps Te Secwe'penc has developed this Policy for the betterment of our community. Having a structured housing policy will provide a framework for the staff of the Housing Department, 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.

### 5.3 Mission Statement

- 5.3.1 Tk'emlu'ps Te Secwe'penc is committed to providing safe, affordable, quality homes to the TteS members. The purpose of the TteS Housing Program is to create a self-sustaining, independent fund that allows for TteS to build, buy, rent and repair homes according to community needs and priorities. TteS Members can access housing related essentials through various financing programs, rental accommodations and construction advisory services. The TteS will encourage Members towards independent building, maintenance, and home ownership.
- 5.3.2 Tk'emlu'ps Te Secwe'penc is committed to addressing the social determinates of health that negatively affect TteS members. Housing being of great importance, TteS will work to provide and support in attaining safe, affordable, quality build homes for TteS members.

### 5.4 Goals

- 5.4.1 TteS aims to fulfill the following goals in respect of the Rental Units:
- (a) to build and provide access to safe, affordable and energy efficient housing that meets applicable building standards and community need;
  - (b) to develop and administer a maintenance program to ensure minimum levels of health and safety are met;
  - (c) to extend the useful life of the existing TteS Administered Homes; and
  - (d) to develop a safe work environment with zero tolerance of bullying and verbal abuse towards the Housing Department and its staff.



- 5.4.2 By creating fair practices and communicating budget availability we intend to provide opportunities and benefits for our community and people.

## 5.5 Rental Unit Application Requirements

- 5.5.1 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 Department 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

- 5.5.2 Housing Application forms (Appendix "A") for Rental Units must be completed in full and submitted to the Housing Department. To remain active and on file, Housing Applications must be updated annually. Each applicant is solely responsible for annually updating his/her Housing Application on file with the Housing Department to ensure all information is current. The Housing Department 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.

- 5.5.3 The Housing Manager shall provide updates on the Waiting List to the Housing Committee.

### References Requirement

- 5.5.4 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

- 5.5.5 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 TteS, having no Arrears or outstanding historical debt;
  - (c) provide Proof of Income sufficient to meet the Rent;
  - (d) not have been evicted from any TteS Administered Home with 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;
- (vii) marital breakdown;
- (viii) change in marital status; or
- (ix) fire to home.

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

#### Household Composition

- 5.5.7 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 Department 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.
- 5.5.8 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.
- 5.5.9 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.

## 5.6 Selection Criteria for Rental Units

- 5.6.1 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).
- 5.6.2 The Housing Manager will score each Housing Application in accordance with the Rental Scoring Guide and the Housing Committee will then review the scores. The Housing Committee will recommend allocations to Council based on the assigned scores and Council will make the final decision on allocations. The Conflict of Interest guidelines must be followed by all Housing Committee members when making recommendations to Council.
- 5.6.3 If two Housing Applications receive the same score, the Housing Application that was submitted first, based on the recorded date received, will have priority.
- 5.6.4 Since the Housing Department 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.

## 5.7 Rental Agreement

- 5.7.1 The Rental Agreement (Appendix "C") has been developed to protect the Rental Unit, the Tenant and TteS. The Rental Agreement sets out the obligations and rights of the Tenant and of TteS as landlord.
- 5.7.2 Prior to entering into a Rental Agreement, the Housing Department 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.
- 5.7.3 The Tenant and the Housing Department 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 Department, and a copy will be provided to the Tenant.
- 5.7.4 The Rental Agreement will be updated on a monthly basis to reflect any policy updates, list Tenants, contact information or Rent changes, and renewed each year in accordance with its terms. 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.

## 5.8 Payment of Rent

- 5.8.1 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.
- 5.8.2 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.
- 5.8.3 Tenants who are TteS employees, who are contractors doing work for TteS, or who are otherwise on the TteS payroll may sign a Consent to Wage Reduction (Appendix "E") to have their Rent deducted from their paycheque and forwarded to the Housing Department.
- 5.8.4 The Social Development Department may make Rent payments on behalf of Tenants who receive social assistance. Social assistance recipients are responsible for making arrangements with the Social Development Department to ensure that Rent payments are made on their behalf.

## 5.9 Rental Rates

- 5.9.1 All Rents shall be reviewed annually and subject to change. Please refer to Schedule "K for more details.
- 5.9.2 Rents for Rental Units subject to a CMHC operating agreement with final approval by Chief and Council.
- 5.9.3 Rent for Rental Units that are not subject to CMHC operating agreements will be based on the rates agreed to between TteS and the tenant at the commencement of the tenancy, subject to any Rent increases imposed by TteS as landlord and to section 3.11 (Unsigned Rental Agreements).

- 5.9.4 Verification of Income (VOI) is only used to determine rent if the tenant is on a fixed income such as Social Assistance, education, Unemployment Insurance or Pension. Please note VOI for lost wages or reduced income was never meant to reduce the amount of rent that needs to be charged in order to breakeven on a monthly basis.

## 5.10 Rent Arrears and Default Management

- 5.10.1 Rent is due on the first of every month.
- 5.10.2 If a Tenant fails to pay Rent, or any Arrears, in a timely way, the Housing Department may use a collection agency to recover all outstanding debt and the Tenant's credit rating may be affected.
- 5.10.3 A Tenant with outstanding Arrears will not be eligible to receive the allotted repairs and maintenance, or replacement reserve, or any TteS own-source revenue funded services, such as recreational and personal development stipends and will not be eligible for any non-emergency/cosmetic repairs, until the Arrears are paid in full.
- 5.10.4 A Tenant may be subject to eviction for failing to correct the Arrears.
- 5.10.5 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.
- 5.10.6 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 Department to discuss repayment of the Arrears.
  - (b) If no payment has been received, or no Arrears Agreement (Appendix "O") 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 Department to discuss the situation and to make arrangements for the repayment of Arrears. The Housing Department 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) Every effort will be made to avoid an eviction. However, if no payment has been made to the collection agency or TteS within thirty (30) days of the Final Notice, an Eviction Notice will be issued and the Tenant will have forty-eight (48) hours to vacate the unit.
- 5.10.7 Both the Tenant and the Housing Department must agree to any Arrears Agreement (Appendix "O") 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.
- 5.10.8 As part of an Arrears Agreement, Tenants who are TteS employees, who are contractors doing work for TteS, or who are otherwise on the TteS payroll may consent in writing to have their Arrears deducted from their paycheque and forwarded to the Housing Department.

5.10.9 If a Tenant receives two (2) Second Notices within one (1) fiscal year, the Rental Agreement will be revoked and an Eviction Notice will be issued.

## 5.11 Eviction

5.11.1 TteS reserves the right to evict Tenants and unauthorized persons from TteS Administered Homes in certain circumstances.

5.11.2 Any person occupying a TteS Administered Home without the prior written permission of the Housing Department may be evicted immediately and without notice.

5.11.3 TteS may evict any Non-Member Tenant of a TteS Administered Home if, in the opinion of the Housing Department and Council, an eviction is in the best interest of TteS.

5.11.4 Tenants of Rental Units may face eviction for:

- (a) breaching a term of a Rental Agreement and/or this Policy;
- (b) repeatedly causing a nuisance or public disturbance;
- (c) abandoning a Rental Unit; and/or
- (d) failing to pay Rent or Arrears.

5.11.5 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.

## 5.12 Breach of a Rental Agreement and/or the Policy

5.12.1 Tenants of Rental Units may face eviction for breaching a term of their Rental Agreement and/or a term of this Policy.

5.12.2 When a Tenant has breached a term of the Rental Agreement and/or a term of this Policy sufficient to warrant eviction, the Housing Department will issue a Notice of Breach (Appendix "P") and the Tenant will have thirty (30) days to correct the breach.

5.12.3 The Housing Department 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.

5.12.4 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 the Policy within a ninety (90) day period, the Housing Department will issue an Eviction Notice (Appendix "Q") and commence steps to evict the Tenant.

5.12.5 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.

5.12.6 Tenants or persons within TteS Administered Homes may be evicted immediately and without notice or counseling 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 TteS Administered Home;
- (c) causing or allowing wilful damage to the TteS Administered Home and/or property within the TteS Administered Home that belongs to TteS; and
- (d) causing or allowing activities in or from a TteS Administered Home that endangers the health and safety of people in the neighbourhood of the TteS Administered Home.

## 5.13 Repeatedly Causing a Nuisance or Public Disturbance

5.13.1 Complaints regarding a Tenant must be provided in writing and submitted to the Housing Department. 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.

5.13.2 If, in the opinion of the Housing Department, a Tenant is causing, or allowing others to cause, a nuisance or an on-going disturbance, the following steps will be taken:

- (a) First Written warning;
- (b) Second Written warning; and
- (c) Eviction.

5.13.3 After a first or second warning, a Tenant will return to good standing with the Housing Department provided he/she does not receive any additional warnings within one (1) year of the date of that last warning.

## 5.14 Abandoned Rental Unit

5.14.1 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 Department regarding the Arrears.

5.14.2 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 Department, and/or without the prior written approval of the Housing Department.

5.14.3 If a Rental Unit is believed to be abandoned, the Housing Department will deliver written notice to the Tenant requiring the Tenant to confirm his/her residency within fifteen (15) days of the date of the notice. If the Tenant fails to confirm his/her residency within the time allotted, the Rental Unit will be deemed abandoned and will be re-allocated based on the selection criteria and Waiting List.

- 5.14.4 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 TteS.
- 5.14.5 If a Tenant leaves personal property in an abandoned Rental Unit, the Tenant will have five (5) days from the date the Rental Unit is deemed abandoned to obtain permission from the Housing Department to enter the Rental Unit and remove the personal property, after which the Housing Department may dispose of the personal property at its discretion. The Tenant will be responsible for any costs incurred by the Housing Department in disposing of the personal property, and these costs will be a debt owed to and recoverable by TteS.

## 5.15 Vacating a Rental Unit

- 5.15.1 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 Department may obtain the services of the RCMP to assist with removing the Tenant.
- 5.15.2 A Tenant who leaves personal property in the Rental Unit after vacating the premises and no longer being authorized to have access, must contact the Housing Department in order to enter the Rental Unit and remove the personal property within seven (7) days of vacating the premises. After that time, the Housing Department may dispose of the personal property at its discretion. The Tenant will be responsible for any costs incurred by the Housing Department in disposing of the personal property, and these costs will be a debt owed to and recoverable by TteS.
- 5.15.3 A Tenant wishing to end the tenancy must notify the Housing Department in writing at least 30 days prior to moving. If a Tenant moves out of a home without giving notice to the Housing Department, the home will be deemed abandoned and re-allocated.

## 5.16 Maintenance

### Housing Department Responsibilities

- 5.16.1 As long as a Tenant pays the Rent as required by the Rental Agreement, the Housing 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 Rental Unit.
- 5.16.2 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 TteS-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.

5.16.3 The Housing Department 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

5.16.4 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.

5.16.5 **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 wilful or negligent conduct of the Tenant or a guest.**

- (a) If the damage is minor (less than \$1,000) and the Housing Department 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 Department will provide the Tenant with written notice including an estimate of the costs for the Housing Department 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 Department 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.

5.16.6 Tenants must immediately report to the Housing Department any accident, break or defect in water, heating or electrical systems, or in any part of the Rent-to-Own Home and its equipment.

5.16.7 When the Housing Department 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. If a Tenant is intoxicated when Housing Department staff or contractors arrive to perform maintenance, the maintenance will be deferred, unless deferral would cause a health and safety hazard.



# **Section 7.0**

## **Member Owned Homes**

### **(Privately Owned Homes)**

## 7.0 CHAPTER SEVEN – Privately Owned Homes

### 7.1 Introduction

7.1.1 Owning a home is a privilege and responsibility. The honour of owning a home means certain financial obligations for maintenance and upkeep that are the sole responsibility of the Homeowner. TteS provides some limited assistance to Homeowners as set out in this section. The Housing Manager will strictly enforce the approved budgets and amounts allotted for each Privately Owned Home.

### 7.2 Limited Assistance Available

7.2.1 Subject to available funds, TteS will provide a subsidy to Homeowners for annual repairs, maintenance and insurance for all Privately Owned Homes.

7.2.2 Homeowners will remain solely responsible for any fees for road grading and sanding, garbage pickup and any other services provided by TteS.

### 7.3 Emergency Assistance

7.3.1 TteS may provide emergency assistance to a Homeowner for emergency repairs that are required for health and safety reasons, such as a septic field or roof replacement.

7.3.2 This assistance is subject to funding availability and the Homeowner must demonstrate that all avenues of external funding have been exhausted. Applications for emergency assistance are made to the TteS Finance Committee and must include the following information:

- (a) A detailed description of the emergency repairs that are needed;
- (b) The estimated cost of performing the repair;
- (c) The estimated time for performing the repair; and
- (d) Proof that the Homeowner or Borrower cannot afford to pay for the emergency repairs.

7.3.3 The Finance Committee will review the application and make a recommendation to Council as to whether it should be approved.

7.3.4 In determining whether to approve the application, Council will give priority to emergencies that affect the health and safety of the entire TteS community, or that affect insurance policies held by TteS. Council will make the final decision on approval of the application and the amount of funding that will be provided.

7.3.5 The Homeowner will be solely responsible for all emergency repair expenses that exceed the approved budget amount.

# **SECTION 8.0**

# **APPEALS**

## 8.0 CHAPTER EIGHT – Appeals

### 8.1 Types of Appeals

8.1.1 Tenants, Homeowners and Members may appeal any decision made under this Policy, including decisions of the Housing Department, Housing Committee and/or Council.

### 8.2 Grounds for Appeal

8.2.1 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.

### 8.3 Time Limitations

8.3.1 Time shall be considered critical to the fair disposition of inquiries or appeals.

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

8.3.3 Each inquiry, response, or other remedial step shall 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 shall be informed of that fact and of when the response will be provided.

8.3.4 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 shall be taken into account by the Appeals Committee in deciding whether the appeal will be heard.

### 8.4 Preliminary Inquiry

8.4.1 For any appeal, the appellant shall initiate a preliminary inquiry into the issue by meeting directly with the Housing Manager to attempt to resolve the matter.

8.4.2 Where the matter remains unresolved, within 7 working days of the first meeting, a second meeting shall take place between the appellant, the Housing Manager and a member of the Housing Committee.

### 8.5 Notice of Appeal

8.5.1 If the matter is unresolved within 7 working days of the second meeting referred to in Section 8.4.2, the appellant may submit a Notice of Appeal (Appendix "X") to the Housing Committee. The Notice of Appeal shall be in writing and shall contain the appellant's name and address, and

shall state in general terms the nature of the decision, reasons for the appeal, and the remedial action sought by the appellant.

- 8.5.2 The Housing Committee shall conduct an investigation based on the appellant's written submission and shall attempt to resolve the matter.

## 8.6 Application for Hearing

- 8.6.1 If the Housing Committee is unable to resolve the matter within 5 working days of having received the Notice of Appeal, it shall notify the appellant that he/she may request a hearing before the Appeals Committee.
- 8.6.2 Within 5 working days of receiving such notice, the appellant shall complete an Application for Hearing before the Appeals Committee (Appendix "Y") and deliver it to the Housing Committee.
- 8.6.3 No matter shall be heard by the Appeals Committee unless the appellant has completed all requisite submissions. The Housing Committee shall notify the appellant of any deficiencies in the submission and may set a timeframe for correction of same. If the deficiencies are not corrected within the allowed time, the appeal may be disallowed for incompleteness or non-compliance with procedures. If the Housing Committee is unable to contact the appellant at the last known address, the appeal shall be deemed to be withdrawn.
- 8.6.4 Upon receipt of a completed Application for Hearing, the Housing Committee shall within 5 working days forward a copy of the completed Application to the decision-maker responsible for the decision under appeal.
- 8.6.5 Within 5 working days of receiving the Application for Hearing, the respondent decision-maker shall deliver to the Housing Committee a Response to Appeal (Appendix "Z"). Within 5 working days of receipt of the Response to Appeal, the Housing Committee shall forward a copy of the Response to Appeal to the appellant.
- 8.6.6 Upon receipt of the Application for Hearing and Response to Appeal, the Housing Committee shall refer the matter to the Appeals Committee for resolution. The referral shall include the Notice of Appeal, the Application for Hearing and the Response to Appeal.

## 8.7 Onus of Proof, Basis of Decision and Powers of Appeals Committee

- 8.7.1 In any appeal, the appellant shall bear the onus of showing, on the balance of probabilities, that an injustice or error has occurred at the level of the decision being appealed.
- 8.7.2 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.
- 8.7.3 Council shall appoint the Appeals Committee and the Appeals Committee shall be composed of the following 3 persons: One member of Council, one manager from the TteS administration and one member of the Housing Committee or an elder of the community.
- 8.7.4 If any person is prevented from sitting on the Appeals Committee due to a conflict of interest, that person shall recuse himself/herself from the Appeals Committee and shall be replaced by an

alternate, which alternate may be a member of Council, a manager from the TteS administration, a member of the Housing Committee, or an elder of the community.

- 8.7.5 The Appeals Committee shall have sole jurisdiction to hear and make final adjudication of appeals submitted through this process.
- 8.7.6 The Appeals Committee shall retain discretionary authority to modify the hearing 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; and
  - (d) waive or extend any time periods set out in these Appeal Procedures.

## 8.8 Hearing Process

- 8.8.1 The hearing shall be conducted in accordance with the principles of natural justice, namely that the appellant and the respondent have the right to receive notice, to be heard and to know the case against them. While the Appeals Committee has a broad discretion, all hearings shall comply with the following procedures:
- (a) the hearing shall take place as soon as possible following the referral to the Appeals Committee;
  - (b) as much as possible, scheduling of the hearing will be mutually convenient to the Appeals Committee and to the parties;
  - (c) all parties shall be given reasonable written notice of the date, time and place of the hearing;
  - (d) the hearing shall be open, except where requested otherwise by either party. If a closed hearing is requested, the requesting party shall provide reasons for the request and the Appeals Committee shall have sole discretion to confirm or deny such request;
  - (e) each party shall 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
  - (f) each party shall bear sole responsibility for contacting its witnesses and making arrangements for them to attend the hearing.
- 8.8.2 After the hearing, the Appeals Committee shall deliberate in closed session and shall reach a decision.
- 8.8.3 Within 5 working days of the hearing the Appeals Committee shall provide written reasons for its decision to the Chairperson of the Housing Committee and the Chairperson shall distribute copies of the decision to all parties, and to such other individuals as the Appeals Committee deems appropriate and/or necessary.

8.8.4 Decisions of the Appeals Committee are final.

# **Section 6.0**

## **Income Assistance**

### **Shelter Allowance Policy**



## 6.0 CHAPTER SIX – Shelter Allowance Eligibility

### 6.1 Introduction

- 6.1.1 This chapter of the Policy has been drafted to comply with AANDC's draft shelter allowance policy. If any part of this Policy is inconsistent with the AANDC policy once it has been approved in its final form, the AANDC policy shall apply, this Policy shall be read in whatever manner as permits it to be consistent with the AANDC Policy, and TteS shall amend this chapter as soon as is practicable to comply with the terms of the final version of the AANDC shelter allowance policy.
- 6.1.2 A shelter allowance may only be issued to meet actual, documented shelter costs (up to a maximum shelter variable) if the following conditions apply:
- (a) the applicant meets social assistance eligibility requirements;
  - (b) the applicant occupies the dwelling;
  - (c) in the event that a significant change occurs, the change must be documented, and evidence must be placed in tenant file; and
  - (d) evidence of actual costs, in the form of billings, receipts for fuel, utility, etc, and Rental Agreements, is produced for the administering authority and maintained on the Tenant file.
- 6.1.3 A Rental Agreement is to be copied and placed on the Tenant file. A shelter allowance may only be issued when documentation is placed on the Tenant's file to show actual shelter costs.

### 6.2 Rental Agreement Information

- 6.2.1 The Ministerial Guaranteed Certificate Number or CMHC Master reference number, bank mortgage agreement number, or Personal Mortgage Number must be referenced on one of the following types of rental agreements:
- (a) social housing agreement;
  - (b) TteS Rental Agreement;
  - (c) personal rental agreement;
  - (d) private rental agreement; or
  - (e) housing loan repayment agreement.
- 6.2.2 The rental agreement requires the following information:
- (a) amount of the established rent for home;
  - (b) address of home;
  - (c) start and end date;
  - (d) signature of the Housing Manager and the applicant or recipient;

- (e) list of Tenants in the home that includes the name, age, relationship, income source; and
- (f) the ministerial guaranteed number, bank mortgage number, or CMHC master reference number.

## 6.3 Home Maintenance and Repairs

- 6.3.1 Home maintenance and repair costs are only applicable to a home privately owned and lived in by the recipient. This is demonstrated by the possession of a Certificate of Possession (CP) by the recipient.
- 6.3.2 Home maintenance and repairs are not considered as eligible shelter costs for social housing units or other homes that are rented (including privately rented homes). In these cases the landlord is responsible for the maintenance and repair.
- 6.3.3 Home maintenance and repairs refers only to essential items of protection, replacement, and repair that are part of the physical structure of the recipient's home, and will not include replacement of, or repairs to appliances or decorative items.
- 6.3.4 The recipient or owner must have made application and been denied all other home maintenance programs available through the TteS housing (RRAP) and provide documentation to that effect.

## 6.4 Rentals with No Mortgage Debt

- 6.4.1 In order to provide safe, affordable and adequate housing for all TteS members, Council may continue to offer TteS owned Rental Units on a rental basis where the mortgage(s) for the unit have been paid in full. A TteS mortgaged unit for the purpose of this policy is a unit where TteS has constructed and financed a home /rental home through the CMHC Section 95 program or bank financing.
- 6.4.2 This policy shall apply to all TteS members who cannot afford homeownership or the upkeep of a home once the TteS mortgaged unit they reside in has been paid in full. This shall apply to new and existing home Rental Units subject to the following:
  - (a) the unit will remain property of TteS, until the full amount of M.I.S.S. is paid in full as with all other homeowners who pay the same amount. This reflects the principle that everyone pays the same, everyone receives the same;
  - (b) once a mortgage has been discharged, a new Rental Agreement shall be signed by the Tenant(s) and housing;
  - (c) the Rental Agreement (Appendix "C") will stipulate terms and conditions of occupancy, occupancy charge, Tenant and TteS responsibilities, as well as term of agreement.
  - (d) Tenants on Social Assistance or elders on a limited fixed income are eligible for the rental program;
  - (e) occupancy charge will be based on bedroom count and will be pro-rated, if members within the household are over 18 years of age or employed (or 16-17 years olds who have demonstrated they have withdrawn from parental control);
  - (f) any changes to household occupancy, persons occupying the home, must be updated on a monthly basis to Income Assistance;

- (g) the occupancy charge will be used to cover services, maintenance, upkeep and to fund a replacement reserve on an on-going basis; and
- (h) funds collected will be segregated from other rental units and will be used exclusively on the home that is being charged occupancy.

## 6.5 Rental of Privately Owned Homes

- 6.5.1 A Homeowner of a Privately Owned Home may rent out a portion or all of the Privately Owned Home to a Private Tenant through a private landlord / tenant arrangement. The Homeowner may set rent and make conditions of occupancy without requiring approval of the TteS administration or Housing Department as long as the tenancy is in compliance with all TteS bylaws.
- 6.5.2 If the Homeowner wishes to rent to Members who are on social assistance, a signed lease agreement is required prior to any rents being paid in order to be eligible for shelter allowance. The lease agreement must be pre-approved by the Housing Department and Social Development Department. Moreover, the occupancy charge is subject to the rental table established by AANDC.
- 6.5.3 A Sample Private Rental Agreement is included at Appendix "R" as a guide. This Sample Private Rental Agreement is the template form of residential tenancy agreement produced by the British Columbia Residential Tenancy Branch to be compliant with British Columbia's residential tenancy laws. However, Private Tenants and landlord Homeowners should be aware that British Columbia residential tenancy laws do not apply on reserve.
- 6.5.4 It is the responsibility of the Homeowner to seek independent legal advice over the use of this Sample Private Rental Agreement. TteS is not liable for any actions/ liabilities as a result of implementing this Sample Private Rental Agreement. TteS is not responsible for upkeep, repairs, maintenance, and services to the Privately Owned Home, except in the ordinary course or as otherwise provide in this Policy. All insurance is the sole responsibility of the Homeowner and the Private Tenant.

# **Section 9.0**

# **Renovations**

## 9.0 CHAPTER NINE – Renovations

### 9.1 Introduction

9.1.1 This chapter of the Policy covers external renovation funding programs provided through CMHC and AANDC, but does not apply to renovations funded through the Section 10 Ministerial Loan Guarantee Program or the Market Based Housing Program.

9.1.2 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.

### 9.2 Residential Rehabilitation Assistance Program (RRAP)

9.2.1 CMHC offers funding for repairs and renovations to Homeowners and Homeowners with disabilities through several of its Residential Rehabilitation Assistance Programs.

9.2.2 “RRAP On-Reserve” offers financial assistance to First Nations and Homeowners to repair substandard homes to a minimum level of health and safety.

9.2.3 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.

9.2.4 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 TteS-Administered Homes may approach the Housing Department for more information on the availability of other funding sources.

9.2.5 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.

9.2.6 Assistance may also be available to address a problem with overcrowding.

9.2.7 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 Department. Work carried out prior to obtaining funding approval is not eligible.

9.2.8 Additional RRAP assistance may be available for a property a minimum of 15 years after the first RRAP loan.

9.2.9 Maximum assistance/loan amounts for these programs are established by CMHC.

9.2.10 The Housing Department may enter into an RRAP repayment agreement with a Member in order to repay a loan for amounts that are not covered by CMHC (i.e. non-forgivable loans or loans that exceed the amount approved for the RRAP renovation). The minimum amount a Member will be required to pay is \$250 per month for a term that will not exceed ten (10) years. The terms of the agreement will be based on the final renovation cost of the unit.

9.2.11 Homeowners are responsible for finding their own alternative housing while renovations are being carried out.

## 9.3 Capital Housing Renovations Program (CHRP)

9.3.1 AANDC offers a renovation program to Homeowners for capital renovations. The funding and requirements are subject to availability of funding and program objectives of AANDC. Homeowners are required to submit a request in writing to the Housing Department.

9.3.2 To be eligible for funding the following criteria will be used:

- (a) renovations must extend the life of the house for 10 years;
- (b) must be an on reserve home owned by a Member;
- (c) must be the primary residence of a Member; and
- (d) major home repairs – roofs, siding, foundation, flooring, insulation, electrical, windows/doors and bathroom/kitchen repairs.

9.3.3 The following homes are ineligible for renovations:

- (a) condemned homes;
- (b) homes that are less than 5 years old;
- (c) social housing units (TteS owned);
- (d) privately owned rental units; and
- (e) privately owned portables used as classrooms, offices or for personal use.

9.3.4 The selection criteria for allocation will be based on the following:

- (a) elders;
- (b) need;
- (c) homeowner's willingness to contribute; and/or
- (d) whether Homeowner has had renovations recently (less than 10 years);

9.3.5 The Housing Department will submit applications to AANDC based on the above selection criteria.

9.3.6 If approved, a qualified inspector will inspect renovations and all homes approved for renovations. All work must comply with the National Building Code and the British Columbia Building Code.

- 9.3.7 The Homeowner will be responsible for obtaining quotes from qualified contractor(s) approved by the Housing Department.

## 9.4 Home Adaptations for Seniors Independence (HASI)

- 9.4.1 HASI is a CMHC program to help First Nations and Homeowners to pay for minor home adaptations to extent the time low-income seniors can live in their own homes independently.
- 9.4.2 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 a specified limit; and
  - (d) the dwelling unit for which the adaptations will be made is his/her permanent residence.
- 9.4.3 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.
- 9.4.4 Please refer to HASI handbook for more detailed repairs
- 9.4.5 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 as long as Homeowner agrees to continue to occupy the unit for the loan forgiveness period, which is six months.
- 9.4.6 Members are to submit requests to the Housing Department and complete the HASI application, which will be forwarded to CMHC for approval.
- 9.4.7 **Work carried out before the loan is approved in writing is not eligible for funding under this program.**

# **SECTION 10.0**

# **HOMEOWNERSHIP**

**(Section 10 Ministerial Guarantee; Market Based Housing Program)**



## 10.0 CHAPTER TEN – Ministerial Loan Guarantee Program and Market Based Housing Program

### 10.1 Introduction

- 10.1.1 The Section 10 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 TteS Land. This chapter of the Policy sets out the eligibility requirements, policies and procedures for each program.
- 10.1.2 Both programs require TteS to provide mortgage or loan guarantees. Any mortgage or loan given by TteS is at the discretion of Council and subject to TteS's available funds and/or credit. Providing a mortgage or loan guarantee is a financial risk for TteS and, for this reason, TteS may reject an application for a mortgage or loan guarantee at its sole discretion.
- 10.1.3 Any mortgage or loan guarantee granted by TteS must be secured by a Security and Indemnity Agreement executed in favour of TteS.

### 10.2 Section 10 Ministerial Loan Guarantee

- 10.2.1 The Section 10 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 TteS 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 AANDC.
- 10.2.2 If repayment of a loan is not made, AANDC will pay out the outstanding balance and then require repayment from TteS. As security and in the event of a default, TteS will hold the CP for the subject property until the mortgage is paid in full. Once the mortgage is paid in full, and all other requirements of the loan have been fulfilled, the CP will be transferred to the Borrower.

#### Eligibility Criteria

- 10.2.3 To be eligible to apply for a Section 10 Ministerial Loan Guarantee, a Borrower must:
- (a) be a Member in good financial standing with TteS, having no Arrears or outstanding historical debt owing to TteS;
  - (b) be at least eighteen (18) years of age, unless there are extenuating circumstances, as set out at section 4.5.4(d) of this Policy, or otherwise, exist;
  - (c) be a first time homebuyer;
  - (d) have a CP, or have been granted use of the land by TteS;
  - (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 Department;

Pre-Approval

10.2.4 Borrower sends a written expression of interest to the Housing Department.

10.2.5 Once the Housing Department has verified that the Borrower, owns land on TteS Land, TteS conducts 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.

10.2.6 If the Borrower has an outstanding account, TteS must be satisfied that those debts have been settled or that the Borrower has negotiated a repayment plan with the lender before the Housing Department will issue a Conditional Letter of Support .

- (a) If any outstanding accounts are too high, or if the Borrower refuses to settle those debts or enter debt repayment plans, the application is declined and no further action is taken on the file.
- (b) If the Borrower initiates a repayment plan for the outstanding accounts, TteS may at its discretion defer the application for six months to ensure that the Borrower abides by the repayment plan.

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

10.2.8 Only after the Borrower has received conditional support from the First Nation 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.

- (a) Total Debt Servicing (TDS) ratio not to exceed 40%.
- (b) Gross up factor on income earned on-reserve will be applied.
- (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%.

**10.2.9 If the Borrower is unable to meet the minimum credit standards of the bank, the application is declined and no further action is taken.**

10.2.10 The Borrower will be required to obtain and maintain life insurance in an amount sufficient to cover the loan balance and naming TteS as the irrevocable beneficiary. If the Borrower is not eligible for life insurance, the application is declined.

10.2.11 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. 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

10.2.12 Identification of a serviced lot.

10.2.13 A title search will be conducted to ensure that the lot is unencumbered, as well as to ensure the lot is surveyed and an environmental site assessment is completed, as per policies established by Lands Department.

10.2.14 If necessary, the lot the home is to be constructed on must be surveyed.

10.2.15 If the CP is currently held by the Borrower, the CP must be transferred to TteS using AANDC'S "Transfer of Land on an Indian Reserve" form (Appendix "T") and TteS will hold the CP until the mortgage is fully discharged.

10.2.16 The Borrower must execute a Security and Indemnity Agreement (Appendix "S") in favour of TteS. If the Borrower refuses to enter into a Security and Indemnity Agreement, TteS will not issue the BCR for the loan guarantee.

10.2.17 Grant application submitted to AANDC for approval, subject to availability.

(a) Housing department to manage grant with contractors and with no funds paid directly to homeowner.

10.2.18 Borrower to provide legally enforceable Will confirming his/her wish to dispose of his/her property upon his/her death. (Heir must be another TteS Member)

10.2.19 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 TteS.

10.2.20 Housing Coordinator or other designated authority will confirm to the Lender that the Borrower has met all the pre-established conditions for approval of a loan guarantee and CP allocation.

10.2.21 Borrower to provide financial institute and housing with quote from contractor(s) along with verification of equity. Contractors are subject to TteS Contractor Policy, must be reputable, qualified, have insurance and provide references. In addition, the contractor(s) must be registered and in good standing with WorkSafe BC, and must be capable of bridge financing construction. Loan advances prior to construction beginning are prohibited

10.2.22 Borrower provides site plan to the TteS Planning and Engineering Department showing from where infrastructure is to be installed.

10.2.23 Borrower applies for civic address from TteS Planning & Engineering Department.

10.2.24 Borrower and contractor complete Business License.

10.2.25 Borrower completes Demolition Permit, if required.

10.2.26 Borrower requests the approval of an Earth Works Permit from the TteS Planning and Engineering Department.

10.2.27 Borrower completes Building Permit application with TteS Planning & Engineering Department.

10.2.28 Borrower to submit three sets of Engineered Stamped drawings.

(a) Plans from local hardware stores may also acceptable, provided they are engineered stamped.

(b) Plans to be reviewed by TteS Planning & Engineering to ensure they meet the local building code and construction standards. Any modifications recommended by the technical review must be implemented.

10.2.29 Borrower requests the approval from Fire Department.

10.2.30 Borrower requests a contracted Registered Onsite Wastewater Practitioner (ROWP) as required by Health Canada. Borrower responsible for the \$800 design fee and any other applicable fees if not covered by the First Time Homeowner Infrastructure Grant budget or if the service cannot be provided by the TteS Planning and Engineering Department.

10.2.31 Borrower completes Septic/Water Application – Water Meter Application and Water Connection Fees Paid.

10.2.32 Archaeological Overview Assessment completed by TteS Cultural Resource Department.

10.2.33 BCR granting permission to install/connect utilities on reserve.

10.2.34 Necessary loan documents forwarded to Chief and Council for final approval. Chief and Council issue BCR for Ministerial loan guarantee.

10.2.35 Housing Coordinator confirms to the Planning and Engineering Department that construction may begin upon receipt of the Ministerial Guarantee.

10.2.36 Contractor to provide proof of liability and/or construction insurance to First Nation and Financial Institution.

10.2.37 Copy of builder's contract forwarded to First Nation and lender and any related correspondence must be forwarded to Housing. Fire Insurance requirement must be included in the contract.

10.2.38 Construction begins.

10.2.39 The TteS Planning and Engineering Department is responsible for installing services, water and sewer, to the lot line and must be included in the cost of construction.

10.2.40 The TteS Housing Department is responsible for hiring qualified inspector for progress and compliance inspections. The maximum number of progress advances is six (6). Pictures to be included in the advance documentation.

10.2.41 Equity and the Grant must be drawn down first prior to the first loan advance being processed.

10.2.42 Final inspections for building, from Health Canada and Electrical (Hydro Declaration of Work Completion) must be provided to the Housing Department.

10.2.43 Borrower requests an Occupancy Permit from TteS Planning & Engineering.

10.2.44 Holdback of a minimum 10% for 45 days will be required and enforced by the lender.

10.2.45 Proof of fire insurance provided by Borrower to financial institution prior to move in date.

Purchase

10.2.46 For Purchase, sales agreement along with equity forwarded to bank for final approval.

10.2.47 Loan document forwarded to Chief and Council for TteS Council Resolution (BCR) and Ministerial Guarantee.

10.2.48 BCR, Certificate of Possession, and Loan documents forwarded to AANDC for Ministerial Guarantee Approval.

10.2.49 For Purchase, no transfer of funds between seller and buyer permitted until Ministerial Guarantee is approved by AANDC.

## 10.3 Home Purchase, Renovation and Construction – First Nation Market Housing Fund

10.3.1 The TteS Market Based Housing Program has been developed in conjunction with the FNMHF. The objective of the program is to provide qualified Members access to affordable and competitive mortgages and loans in order to build, purchase, renovate or refinance homes on TteS Land.

## 10.4 New Construction

Construction of a new home with a loan from the FNMHF. For the purpose of section 10.4 of this Policy, "New Construction" is defined as the construction of a new home on an existing serviced lot or an increase in the livable area of an existing home.	
	<b>Program Details</b>
Maximum Loan	\$400,000
Maximum Amortization	25 years
Down payment	5% down (cash only, no sweat equity)
Life Insurance	Mandatory
Fire Insurance	Mandatory
Lots	To be determined on a case-by-case basis
Estate Planning	Execution of Will Mandatory
Certification of Possession (CPs)	TteS to hold CPs until mortgage is fully amortized.
Total Debt Services Ratio	Not to exceed 40%
Debts owed to TteS	Settled, or repayment plan in place if in Arrears
Construction method	General Contractor. No DIY (Do It Yourself) construction.
Hold back on Construction	10%
CMHC Mortgage Insurance	Mandatory
Minimum Building Standards	British Columbia Building Code (for stick and frame/conventional) or Canadian Standards Association (for mobile or modular).

Stage 1 – Pre-Qualification

- 10.4.1 The following steps and conditions constitute the pre-qualification process. All steps must be taken and all conditions must be met prior to the issuance of a Conditional Letter of Support by TteS.
- 10.4.2 Member sends a written expression of interest to the Housing Department.
- 10.4.3 Once the Housing Department has verified that the Borrower has access to, or owns land on TteS reserves, TteS conducts 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.
- 10.4.4 If the Borrower has an outstanding account, TteS must be satisfied that those debts have been settled or that the Borrower has negotiated a repayment plan with the lender before the Housing Department will issue a Conditional Letter of Support .
- (a) If any outstanding accounts are too high, or if the Borrower refuses to settle those debts or enter debt repayment plans, the application is declined and no further action is taken on the file.
  - (b) If the Borrower initiates a repayment plan for the outstanding accounts, TteS may at its discretion defer the application for six months to ensure that the Borrower abides by the repayment plan.
- 10.4.5 If the Borrower is in good standing, the Housing Department will issue a Conditional Letter of Support to the financial institute stating that the First Nation is prepared to guarantee this individual's mortgage provided they meet the lending requirements.
- 10.4.6 Only after the Borrower has received conditional support from the First Nation can the member apply for a pre-approved mortgage. The Borrower will be required to submit pay stubs, photo Id, and information regarding overall debt load.
- (a) Total Debt Servicing (TDS) ratio not to exceed 40%.
  - (b) Gross up factor on income earned on-reserve will be applied.
  - (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%.
- 10.4.7 **If the Borrower is unable to meet the minimum credit standards of the bank, the application is declined and no further action is taken.**
- 10.4.8 The Borrower will be required to obtain and maintain life insurance in an amount sufficient to cover the loan balance and naming TteS as irrevocable beneficiary. If the Borrower is not eligible for life insurance, the application is declined.
- 10.4.9 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. 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 & Construction

- 10.4.10 The Housing Manager will inform the TteS Planning and Engineering Department and the TteS Lands/Leasing/Taxation Department that a Borrower has been pre-approved for a loan for the Market Based Housing Program and intends to build a new home on TteS Land.
- 10.4.11 A serviced lot will be identified and a title search conducted to ensure that the lot is unencumbered, that it has been surveyed and an environmental site assessment has been completed, as per policies established by the Lands Department.
- 10.4.12 If necessary, the lot the home is to be constructed on must be surveyed.
- 10.4.13 If the CP is currently held by the Borrower, the CP must be transferred to TteS using AANDC'S "Transfer of Land on an Indian Reserve" form (Appendix "T") and TteS will hold the CP until the mortgage is fully discharged.
- 10.4.14 The Borrower must execute a Security and Indemnity Agreement (Appendix "S") in favour of TteS. If the Borrower refuses to enter into a Security and Indemnity Agreement, TteS will not issue the BCR for the loan guarantee.
- 10.4.15 Grant application submitted to AANDC for approval, subject to availability.
- (a) Housing department to manage grant with contractors and with no funds paid directly to homeowner.
- 10.4.16 The Borrower must provide the Housing Department with a copy of a legally enforceable document (a will) setting out how he/she wishes the property to be disposed upon his/her death. The beneficiary must be a Member.
- 10.4.17 The Borrower must provide the Housing Department with a signed and notarized Letter of Undertaking and Affidavit of Execution (Appendix "U") setting out 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.
- 10.4.18 The Housing Manager or other designated authority will confirm to the lender that the Borrower has met all the pre-established conditions for approval of a loan guarantee and CP allocation.
- 10.4.19 Borrower provides site plan to the TteS Planning and Engineering Department showing from where infrastructure is to be installed.
- 10.4.20 The Borrower will submit three sets of Engineered Stamped Drawings to the Housing Department for review by TteS Planning & Engineering, two for TteS and one to be forwarded to the financial institution. Plans from local hardware stores may be acceptable, provided they are Engineered Stamped Drawings.
- 10.4.21 TteS Planning & Engineering will conduct a technical review of the plans to ensure they meet applicable building code and construction standards. Any modifications recommended by the technical review must be implemented.
- 10.4.22 The Borrower will provide the financial institute and the Housing Department with a quote from the contractor(s) the Borrower has selected to build the home. Contractors are subject to TteS Contracting Policy, must be reputable, qualified, have insurance and provide references. In addition, the contractor(s) must be registered and in good standing with WorkSafe BC, and must be capable of bridge financing construction. Loan advances prior to construction beginning are prohibited.

- 10.4.23 A final quote and verification of equity must be forwarded to the financial institution for final approval. The final quote must be at or below the maximum loan amount.
- 10.4.24 Borrower applies for civic address from TteS Planning & Engineering Department.
- 10.4.25 Borrower and contractor complete Business License.
- 10.4.26 Borrower completes Demolition Permit, if required.
- 10.4.27 Borrower requests the approval of an Earth Works Permit from the TteS Planning and Engineering Department.
- 10.4.28 Borrower completes Building Permit application with TteS Planning & Engineering Department.
- 10.4.29 Borrower requests the approval from Fire Department.
- 10.4.30 Borrower requests a contracted Registered Onsite Wastewater Practitioner (ROWP) as required by Health Canada. Borrower responsible for the \$800 design fee and any other applicable fees if not covered by the First Time Homeowner Infrastructure Grant budget or if the service cannot be provided by the TteS Planning and Engineering Department.
- 10.4.31 Borrower completes Septic/Water application. – Water Meter Application and Water Connection Fees Paid.
- 10.4.32 Archaeological Overview Assessment completed by TteS Cultural Resource Department.
- 10.4.33 BCR granting permission to install/connect utilities on reserve.
- 10.4.34 The Borrower is responsible for CMHC mortgage insurance premiums, which can be rolled into the mortgage. Premiums are as determined by CMHC from time to time.
- 10.4.35 The Housing Department requires confirmation from the financial institution that CMHC mortgage insurance is in place.
- 10.4.36 Necessary loan documents are forwarded to Council for final approval. Council issues a BCR for loan guarantee (Appendix V).
- 10.4.37 Credit Enhancement Certificate is issued by the FNMHF confirming its backing of the loan.
- 10.4.38 Housing Coordinator confirms to the Planning and Engineering Department that construction may begin upon receipt of the Credit Enhancement Certificate.
- 10.4.39 Contractor to provide proof of liability and/or construction insurance to TteS and the financial institution.
- 10.4.40 Copy of contractor's contract and any related correspondence must be forwarded to TteS, the Housing Department, and the financial institution. The contract must include the requirement that the contractor carry fire insurance.
- 10.4.41 Construction to begin within 6 months and to be completed within a year of loan approval.
- 10.4.42 The TteS Planning and Engineering Department is responsible for installing services, water and sewer, to the lot line and must be included in the cost of construction.



- 10.4.43 The TteS Housing Department is responsible for hiring a qualified inspector for progress and compliance inspections. The maximum number of progress advances is six (6). Pictures to be included in the advance documentation.
- 10.4.44 Equity and any AANDC grant must be drawn down first prior to the first loan advance being processed.
- 10.4.45 Final inspections for building, from Health Canada and Electrical (Hydro Declaration of Work Completion) must be provided to the Housing Department.
- 10.4.46 Borrower requests an Occupancy Permit from TteS Planning & Engineering.
- 10.4.47 Holdback of a minimum 10% for 45 days will be required and enforced by the lender. Occupancy Permit to be issued by the Planning and Engineering Department and submitted to the Housing Department before holdback released. Statutory declaration required from contractor before holdback is released.
- 10.4.48 The Borrower and TteS must provide proof of fire insurance to the financial institution prior to the move in date.

## 10.5 Purchase of an Existing Home

Purchase of an existing Privately Owned Home from a Homeowner or a TteS-Administered Home from TteS with a loan from the FNMHF.

	<b>Program Details</b>
Maximum Loan	\$400,000
Maximum Amortization	25 years
Down payment	5% down (cash only no sweat equity)
AANDC Grant Program	\$19,869 per Borrower (subject to availability and cannot be used as a down-payment)
Life Insurance	Mandatory, for loans over \$30,000
Fire Insurance	Mandatory
Home Inspection	Mandatory
Appraisal	Mandatory to establish value
Survey Lot	Lot must be surveyed prior to transfer, if not already done
Estate Planning	Execution of Will mandatory for loans over \$30,000
Certification of Possession (CPs)	TteS to hold CP until mortgage is fully amortized
Total Debt Services Ratio	Not to exceed 40%
Debts owed to First Nation	Settled or repayment plan in place, if in Arrears
Renovations	Can be included with purchase price – not to exceed max loan.
Renovation method	General Contractor
Hold back on Construction	10%
Minimum Building Standards	Built to the standards generally accepted by the BC Building Code (for stick and frame/conventional) or Canadian Standards Association (for mobile or modular).
CMHC Mortgage Insurance	Mandatory

Stage 1 – Pre-Qualification

- 10.5.1 The following steps and conditions constitute the pre-qualification process. All steps must be taken and all conditions must be met prior to the issuance of a Conditional Letter of Support by TteS.
- 10.5.2 Member sends a written expression of interest to the Housing Department.
- 10.5.3 Housing Department verifies that the seller (either Homeowner or TteS) currently holds the CP for the lot and that there are no encumbrances.
- 10.5.4 TteS conducts an internal credit check to ensure that the Borrower has no outstanding accounts or Arrears. **Outstanding accounts or Arrears for the purpose of this process are accounts or Arrears that have been outstanding for more than 30 days.**
- 10.5.5 If the Borrower has an outstanding account, TteS must be satisfied that those debts have been settled or that the Borrower has negotiated a repayment plan with the lender before the Housing Department will issue a Conditional Letter of Support.
- (a) If any outstanding accounts are too high, or if the Borrower refuses to settle those debts or enter debt repayment plans, the application is declined and no further action is taken on the file.
  - (b) If the Borrower initiates a repayment plan for the outstanding accounts, TteS may at its discretion defer the application for six months to ensure that the Borrower abides by the repayment plan.
- 10.5.6 If the Borrower is in good standing, the Housing Department will issue a Conditional Letter of Support to the financial institute stating that the First Nation is prepared to guarantee this individual's mortgage provided they meet the lending requirements.
- 10.5.7 Only after the Borrower has received conditional support from the First Nation can the member apply for a pre-approved mortgage. The Borrower will be required to submit pay stubs, photo Id, and information regarding overall debt load.
- (a) Total Debt Servicing (TDS) ratio not to exceed 40%.
  - (b) Gross up factor on income earned on-reserve will be applied.
  - (c) Credit rating of 620 or higher.
  - (d) Borrower must demonstrate they have sufficient equity of 5%.
- 10.5.8 If Borrower is unable to meet the minimum credit standards of the financial institution, the application is declined and no further action is taken.
- 10.5.9 The Borrower is required to provide proof of mortgage life insurance in an amount sufficient to cover loan amount and naming TteS as irrevocable beneficiary. If the Borrower is unable to provide proof of, or is ineligible for, mortgage life insurance, the application will be declined.
- 10.5.10 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. 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.

10.5.11 The Housing Coordinator informs the TteS Planning and Engineering Department and the TteS Lands/Leasing/Taxation Department that a Borrower has been pre-approved for a loan for the Market Based Housing Program and intends to purchase a home (and renovate, if applicable).

Stage 2 – Approval & Transfer

10.5.12 If TteS is the seller, the value of the home will be assessed based on an appraisal.

10.5.13 If a Homeowner is the seller, TteS is not part of the negotiation process for the selling price. However, TteS, as guarantor, must be satisfied with the value of the home as demonstrated by an appraisal and home inspection. The Borrower is responsible for hiring an independent appraiser and an independent home inspector, and for providing the Housing Department with copies of the appraisal and inspection report.

(a) The appraisal determines value and whether selling price is reasonable for TteS's guarantee.

(b) The home inspection determines any serious deficiencies that may impair the value of the home and that will need to be rectified to complete the sale. The cost to address these deficiencies can be paid for by the seller prior to sale as a condition, or can be deducted off the sale price and corrected after the sale and incorporated into the mortgage (provided the loan does not exceed the maximum loan amount).

10.5.14 The lot must be surveyed prior to the CP being transferred.

10.5.15 The Borrower must execute a Security and Indemnity Agreement (Appendix "S") in favour of TteS. If the Borrower refuses to enter into a Security and Indemnity Agreement, TteS will not issue the BCR for the loan guarantee.

10.5.16 The sales agreement must be finalized and the CP must be transferred to TteS using AANDC's "Transfer of Land on an Indian Reserve" form (Appendix "T") and TteS will hold the CP until the mortgage is fully discharged.

10.5.17 Renovations are allowed and can be incorporated into the mortgage, provided the maximum loan amount is not exceeded. The same conditions applied to renovations of an existing home will be applied to renovations of a purchased home (section 10.6).

10.5.18 The Borrower must provide the Housing Department with a copy of a legally enforceable document (a will) setting out how he/she wishes the property to be disposed upon his/her death. The beneficiary must be a Member.

10.5.19 The Borrower must provide the Housing Department with a signed and notarized Letter of Undertaking and Affidavit of Execution (Appendix "S") setting out 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.

10.5.20 The Housing Manager or other designated authority will confirm to the lender that the Borrower has met all the pre-established conditions for approval of a loan guarantee and CP allocation.

10.5.21 The final sale agreement and estimate for renovations, if required, along with verification of equity must be forwarded to the financial institution for final approval. The sale price, including the cost of any renovations, must be at or below the maximum loan amount.

10.5.22 The Borrower is responsible for CMHC mortgage insurance premiums, which can be rolled into the mortgage. Premiums are as determined by CMHC from time to time.

- 10.5.23 The Housing Department requires confirmation from the financial institution that CMHC mortgage insurance is in place.
- 10.5.24 Necessary loan documents forwarded to Council for final approval. Council issues BCR for loan guarantee. (Appendix "V")
- 10.5.25 Lender sends request to First Nations Market Housing Fund for Credit Enhancement Certificate.
- 10.5.26 Credit Enhancement Certificate is issued by the First Nation Market Housing Fund confirming its backing of the loan.
- 10.5.27 Where a Homeowner is the seller, there will be no transfer of funds until TteS has received confirmation that the CP has been transferred to TteS. TteS will then send confirmation to the financial institution to release funds.
- 10.5.28 Borrower sends confirmation of fire insurance sent to financial institution and TteS.

## 10.6 Renovations

For the purpose of Section 10.6 of this Policy, renovations refer to any improvements and modifications to an existing home that do not increase the livable area. These FNMHF renovation loans are only available to Borrowers who are also already Homeowners.

<b>Program Details</b>	
Maximum Loan	\$5,000 to \$100,000
Maximum Amortization	20 years
Down payment	5% down (cash only no sweat equity)
AANDC Grant Program	\$9,000 (subject to availability and cannot be used as a down-payment)
Life Insurance	Mandatory
Fire Insurance	Mandatory
Estate Planning	Execution of Will Mandatory
Certification of Possession (CPs)	TteS to hold CP until mortgage is fully amortized.
Total Debt Services Ratio	Not to exceed 40%
Debts owed to First Nation	Settled or repayment plan in place, if in Arrears
Construction method	General Contractor or Qualified Carpenter
Minimum Building Standards	Built to the standards generally accepted by the BC Building Code (for stick and frame/conventional) or Canadian Standards Association (for mobile or modular).
Hold back on Construction	10%

### Stage 1 – Pre-Qualification

- 10.6.1 The following steps and conditions constitute the pre-qualification process. All steps must be taken and all conditions must be met prior to the issuance of a Conditional Letter of Support by TteS.
- 10.6.2 A written expression of interest is sent by the Member to the Housing Department.
- 10.6.3 An orientation package is then sent to the Borrower detailing eligibility requirements.
- 10.6.4 The Borrower must provide verification that he/she holds the CP for the subject property.

- 10.6.5 TteS conducts an internal credit check to ensure that the Borrower has no outstanding accounts or Arrears. Outstanding accounts or Arrears for the purpose of this process are accounts or Arrears that have been outstanding for more than 30 days.
- 10.6.6 If the Borrower has an outstanding account, TteS must be satisfied that those debts have been settled or that the Borrower has negotiated a repayment plan with the lender before the Housing Department will issue a Conditional Letter of Support.
- (a) If any outstanding accounts are too high, or if the Borrower refuses to settle those debts or enter debt repayment plans, the application is declined and no further action is taken on the file.
  - (b) If the Borrower initiates a repayment plan for the outstanding accounts, TteS may at its discretion defer the application for six months to ensure that the Borrower abides by the repayment plan.
- 10.6.7 If the Borrower is in good standing, the Housing Department will issue a Conditional Letter of Support to the financial institute stating that TteS is prepared to guarantee this individual's mortgage provided they meet the lending requirements.
- 10.6.8 Only after the Borrower has received conditional support from TteS can the Member apply for a pre-approved mortgage. The Borrower will be required to submit pay stubs, photo Id, and information regarding overall debt load.
- (a) Total Debt Servicing (TDS) ratio not to exceed 40%.
  - (b) Gross up factor on income earned on-reserve will be applied.
  - (c) Credit rating of 620 or higher.
  - (d) Borrower must have good job tenure.
  - (e) Borrower must demonstrate they have sufficient equity of 5%.
- 10.6.9 **If the Borrower is unable to meet the minimum credit standards of the financial institution, the application will be declined and no further action taken.**
- 10.6.10 The Borrower must provide proof of mortgage life insurance in an amount sufficient to cover the loan amount and naming TteS as irrevocable beneficiary. If the Borrower cannot provide proof of, or is ineligible for, mortgage life insurance, the application will be declined.
- 10.6.11 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. 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.
- 10.6.12 Housing Coordinator informs the TteS Planning and Engineering Department and the TteS Lands/Leasing/Taxation Department that a Borrower has been pre-approved for a loan for the Market Based Housing Program and intends to renovate his/her home.

Stage 2 – Approval & Renovation

- 10.6.13 If the CP is currently held by the Borrower, the CP must be transferred to TteS using AANDC's "Transfer of Land on an Indian Reserve" form(Appendix "T") and TteS will hold the CP until the loan is fully amortized.
- 10.6.14 The Borrower executes a Security and Indemnity Agreement in favour of TteS. If the Borrower refuses to enter into a Security and Indemnity Agreement (Appendix "S"), TteS will not issue the BCR for the loan guarantee.
- 10.6.15 A title search will be conducted to ensure that the lot is unencumbered, as well as to ensure that the lot has been surveyed.
- 10.6.16 If required, an environmental site assessment is completed, as per policies established by Lands Department.
- 10.6.17 Grant application submitted to AANDC for approval, subject to availability.
- (a) Grant funds are not paid to the Homeowner. The Housing Department will manage all grant monies with the contractor(s).
- 10.6.18 The Borrower must provide the Housing Department with a copy of a legally enforceable document (a will) setting out how he/she wishes the property to be disposed upon his/her death. The beneficiary must be a Member.
- 10.6.19 The Borrower must provide the Housing Department with a signed and notarized Letter of Undertaking and Affidavit of Execution (Appendix "U") setting out 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.
- 10.6.20 Housing Coordinator or other designated authority will confirm to the lender that the Borrower has met all the pre-established conditions for approval of a loan guarantee and CP allocation.
- 10.6.21 A home inspection must be conducted by a qualified RRAP inspector, as approved by Housing Manager, to write up specifications for the proposed renovations so that contractors can provide bids and to ensure that the work will comply with the BC Building Code, local building codes and construction standards. The Borrower is responsible for all fees and costs of the home inspection.
- 10.6.22 The Borrower will provide the financial institution and the Housing Department with a quote from the contractor(s) of the Borrower's choosing. Contractors are subject to TteS Contracting Policy, must be reputable, qualified, have insurance and provide references. In addition, the contractor(s) must be registered and in good standing with WorkSafe BC, and must be capable of bridge financing construction. Loan advances prior to construction beginning are prohibited
- 10.6.23 A final quote, for contractor and building supplies, along with verification of equity must be forwarded to the financial institution for final approval. The final quote must be at or below the maximum loan amount.
- 10.6.24 Borrower and contractor complete Business License.
- 10.6.25 Borrower completes Demolition Permit, if required.
- 10.6.26 Borrower requests the approval of an Earth Works Permit from lands department, if required.

- 10.6.27 Borrower completes Building Permit application with TteS Planning & Engineering Department, if required.
- 10.6.28 Necessary loan documents forwarded to Council for final approval. Council issues BCR for loan guarantee. (Appendix "V")
- 10.6.29 Credit Enhancement Certificate is issued by the FNMHF confirming its backing of the loan.
- 10.6.30 Housing Coordinator confirms to the contractor that construction may begin upon receipt of the Credit Enhancement Certificate.
- 10.6.31 Contractor to provide proof of liability and/or construction insurance to TteS and financial institution.
- 10.6.32 Copy of contractor's contract and any related correspondence must be forwarded to TteS, the Housing Department and the financial institution. The contract must include the requirement that the contractor carry fire insurance, construction insurance and WorkSafe BC.
- 10.6.33 The Borrower must provide proof of fire insurance to the financial institution prior to commencing the renovations.
- 10.6.34 Renovations begin.
- 10.6.35 The TteS Housing Department is responsible for hiring a qualified inspector for progress and compliance inspections. The maximum number of progress advances is six (6). Pictures to be included in the advance documentation.
- 10.6.36 Equity and any Grant must be drawn down first prior to the first loan advance being processed.
- 10.6.37 Holdback of a minimum 10% for 45 days will be required and enforced by the lender. Statutory declaration from contractor and Certificate of Completion to be issued by the Planning and Engineering Department and submitted to the Housing Department before holdback is released.

## 10.7 Refinance of an Existing Home

For the purpose of section 10.7 of this Policy, refinancing refers to the transfer of an existing mortgaged property on TteS land into the Market Based Housing Program. There are two refinancing options available for an existing mortgage:	
(a)	at the time it is up for renewal, to move it into the Market Based Home Program; or
(b)	at any time during its term, to add to the mortgage amount for the purpose of renovations.
	<b>Program Details</b>
Maximum Loan	\$400,000
Renovations Minimum	\$10,000
Renovations Maximum	\$75,000, as long as the total mortgage amount does not exceed the maximum loan amount of \$400,000
Maximum Amortization	25 years
Down payment	5% down – Renovations (cash only no sweat equity)
Life Insurance	Mandatory, for loans over \$30,000
Fire Insurance	Mandatory
Estate Planning	Execution of Will Mandatory, for loans over \$30,000

Certification of Possession (CPs)	Transferred to TteS until mortgage is fully amortized.
Total Debt Services Ratio	Not to exceed 40%
Debts owed to First Nation	Settled or repayment plan in place, if in Arrears
Construction method	General Contractor
Hold back on Construction	10% - General Contractor
CMHC Insurance	Mandatory
Minimum Building Standards	BC Building Code (for stick and frame/conventional) or Canadian Standards Association (for mobile or modular).

Stage 1 – Pre-Qualification

- 10.7.1 The following steps and conditions constitute the pre-qualification process. All steps must be taken and all conditions must be met prior to the issuance of a Conditional Letter of Support by TteS.
- 10.7.2 A written expression of interest is sent by the Borrower to the Housing Department.
- 10.7.3 The Borrower must provide verification that he/she holds the CP for the subject property and the existing mortgage amount must be confirmed. Any penalties for early discharge on an existing mortgage will be borne by the Borrower.
- 10.7.4 Borrower is required to increase the mortgage by a minimum of \$10,000 and up to a maximum of \$75,000 for renovations in order to be eligible to refinance. This increase combined with the amount of the existing mortgage must be at or below the maximum mortgage amount of \$225,000.
- 10.7.5 TteS conducts an internal credit check to ensure that the Borrower has no outstanding accounts or Arrears. **Outstanding accounts or Arrears for the purpose of this process are accounts or Arrears that have been outstanding for more than 30 days.**
- 10.7.6 If the Borrower has an outstanding account, TteS must be satisfied that those debts have been settled or that the Borrower has negotiated a repayment plan with the lender before the Housing Department will issue a Conditional Letter of Support.
- (a) Borrower refuses to settle those debts or enter debt repayment plans, the application is declined and no further action is taken on the file.
  - (b) If the Borrower initiates a repayment plan for the outstanding accounts, TteS may at its discretion defer the application for six months to ensure that the Borrower abides by the repayment plan.
- 10.7.7 If the Borrower is in good standing, the Housing Department will issue a Conditional Letter of Support to the financial institute stating that the First Nation is prepared to guarantee this individual's mortgage provided they meet the lending requirements.
- 10.7.8 Only after the Borrower has received conditional support from the TteS 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.
- (a) Total Debt Servicing (TDS) ratio not to exceed 40%.
  - (b) Gross up factor on income earned on-reserve will be applied.



- (c) Credit rating of 620 or higher.
- (d) Borrower must have good job tenure.
- (e) Borrower must demonstrate they have sufficient equity of 5%.

**10.7.9 If the Borrower is unable to meet the minimum credit standards of the financial institution, the application will be declined and no further action taken.**

10.7.10 The Borrower must provide proof of mortgage life insurance in an amount sufficient to cover the loan amount. If the Borrower cannot provide proof of, or is ineligible for, mortgage life insurance, the application will be declined.

10.7.11 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 their right to claim against the home in the event of household or marital breakup. 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.

10.7.12 Housing Coordinator informs the TteS Planning and Engineering Department and the TteS Lands/Leasing/Taxation Department that a Borrower has been pre-approved for a loan for the First Nations Market Housing Fund program and intends purchase a home (and renovate, if applicable).

#### Stage 2 – Approval & Renovation

10.7.13 The Borrower transfer the CP to TteS using AANDC's "Transfer of Land on an Indian Reserve" form (Appendix "T") and TteS will hold the CP until the loan is fully amortized.

10.7.14 The Borrower must execute a Security and Indemnity Agreement in favour of TteS. If the Borrower refuses to enter into a Security and Indemnity Agreement (Appendix "S"), TteS will not issue the BCR for the loan guarantee.

10.7.15 For a straight refinance of the mortgage involving no increase for renovations, TteS will issue a BCR guaranteeing the loan once the CP has been transferred and the security and Indemnity Agreement has been executed.

10.7.16 The Borrower must provide the Housing Department with a copy of a legally enforceable document (a will) setting out how he/she wishes the property to be disposed upon his/her death. The beneficiary must be a Member.

10.7.17 The Borrower must provide the Housing Department with a signed and notarized Letter of Undertaking and Affidavit of Execution (Appendix "U") setting out 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.

10.7.18 Housing Coordinator or other designated authority will confirm to the lender that the Borrower has met all the pre-established conditions for approval of a loan guarantee and CP allocation.

10.7.19 The Borrower is responsible for obtaining quotes from the list of pre-approved contractors available in the Housing Department. If the Borrower wishes to use a contractor not on the list, that contractor must comply with the TteS Contracting Policy, must be reputable, qualified, have insurance and provide references. In addition, the contractor(s) must be registered and in good standing with WorkSafe BC, and must be capable of bridge financing construction. Loan advances prior to construction beginning are prohibited.

- 10.7.20 The Borrower must forward final quotes, for contractor and building supplies, along with verification of equity, to the financial institution for final approval. The final quote must be below the maximum loan amount.
- 10.7.21 The Borrower must provide proof of fire insurance to the financial institution.
- 10.7.22 The Borrower is responsible for CMHC mortgage insurance premiums, which can be rolled into the mortgage. Premiums are as determined by CMHC from time to time.
- 10.7.23 The Housing Department requires confirmation from the financial institution that CMHC mortgage insurance is in place.
- 10.7.24 Borrower and contractor complete Business License.
- 10.7.25 Borrower completes Demolition Permit, if required.
- 10.7.26 Borrower requests the approval of an Earth Works Permit from lands department, if required.
- 10.7.27 Borrower completes Building Permit application with TteS Planning & Engineering Department, if required.
- 10.7.28 Necessary loan documents forwarded to Council for final approval. Council issue BCR for loan guarantee. (Appendix "V").
- 10.7.29 Lender requests Credit Enhancement Certificate from FNMHF.
- 10.7.30 FNMHF issues Credit Enhancement Certificate confirming its backing of the loan.
- 10.7.31 If the refinancing is for a Section 10 Ministerial Guarantee loan, Council will rescind the BCR guaranteeing the original loan.
- 10.7.32 Contractor to provide proof of liability and/or construction insurance to TteS and to the financial institution.
- 10.7.33 Copy of contractor's contract and any related correspondence must be forwarded to TteS, the Housing Department and the financial institution. The contract must include the requirement that the contractor carry fire insurance, construction insurance and WorkSafe BC.
- 10.7.34 Renovations begin
- 10.7.35 The TteS Housing Department is responsible for hiring a qualified inspector for progress and compliance inspections. The maximum number of progress advances is six (6). Pictures to be included in the advance documentation.
- 10.7.36 Equity (5%) must be drawn down first prior to the first loan advance being processed.
- 10.7.37 Existing mortgage transferred, and closed once renovations are completed.