

Zagime Anishinabek

**Section 95 Rental Housing Program
Policy and Procedures**



Zagimē Anishinabēk

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Table of Contents

SECTION A – CITATION, DEFINITIONS, INTERPRETATION, PURPOSE AND BACKGROUND OF THE RENTAL PROGRAM, POLICY OBJECTIVES AND APPLICATION	7
1.0 Citation	7
2.0 Definitions	7
3.0 Interpretation	10
4.0 Purpose and Background of the Rental Housing Program	10
4.1 Background – Rental Housing Units	10
4.2 Purpose	10
4.3 Section 95 Rental Units (Under an Operating Agreement with CMHC).....	10
4.4 Section 95 Rent to Own Units (Under an Operating Agreement with CMHC)	11
5.0 Objectives of the Section 95 Rental Housing Program Policy	11
6.0 Application of the Section 95 Rental Housing Policy	12
6.1 Application of the Section 95 Rental Housing Policy	12
6.2 Cross Reference to Other Policies and Laws	12
7.0 Ownership of Section 95 Rental Units	12
SECTION B - ROLES AND RESPONSIBILITIES, CONFLICT OF INTEREST, POLICY ADMINISTRATION, AMENDMENTS, APPEALS	14
8.0 Roles and Responsibilities for Section 95 Rental Housing	14
8.1 Chief and Council	14
8.2 Members	14
8.3 Treasury Board.....	14
8.4 Housing Board/Housing Authority	15
8.5 Appeal Committee	15
8.6 Director of Lands and Infrastructure	15
8.7 Housing Department/Housing Manager	15
8.8 Tenant.....	16
9.0 Conflict of Interest	17
10.0 Policy Administration	17
11.0 Amendments to the Housing Policy	17

12.0	Appeal of a Housing Decision by a Tenant or Eligible Applicant	19
12.1	Eligibility to Make an Appeal.....	19
12.2	Grounds for an Appeal	19
12.3	Submitting an Appeal	19
12.4	Receipt of the Appeal.....	19
12.5	Level 1 Review of the Appeal by the Housing Department.....	20
12.6	Level 2 Review of the Appeal by the Appeal Committee.....	21
SECTION C – ELIGIBILITY, APPLICATION PROCESS, PRIORITIES, OFFER OF A RENTAL UNIT, TENANCY AGREEMENT, UNAUTHORIZED INDIVIDUAL OCCUPIES THE UNIT, RESPONSIBILITIES PRIOR TO OCCUPANCY, TENANT COUNSELLING.....		23
14.0	Eligibility Criteria	23
15.0	Application Process	24
15.1	Submitting an Application	24
15.2	Documentation/Information to Submit with an Application	24
15.3	Receipt and Review of an Application	25
15.4	Incomplete Application or Ineligible Applicant.....	25
15.5	Application Renewal	26
15.6	Occupancy Guidelines	26
15.7	Disposal of Applications	26
16.0	Selection/Priority for Section 95 Rental Housing	27
17.0	Offer of a Unit.....	27
17.1	Tenant Selection	27
17.2	Offer of a Unit	28
18.0	Tenancy Agreement	28
18.1	Administration of the Tenancy Agreement.....	28
18.2	SaskPower or SaskEnergy Consent Waiver Form.....	28
18.3	Signing of the Agreement.....	29
18.4	Renewal of the Agreement	29
18.5	Term of the Tenancy Agreement	29
19.0	Authorized Tenants	29
20.0	Unauthorized Individual Occupies a Vacant Unit	30

21.0	Responsibilities Prior to Occupancy.....	30
21.1	Housing Department Responsibilities	30
21.2	Tenant Responsibilities	31
22.0	Tenant Counselling	31
SECTION D – RENT PAYMENT, OTHER HOUSING CHARGES, PAYMENT OF RENT, ARREARS/PAYMENT COLLECTION, PAYMENT AGREEMENT		
23.0	Rent Payment Rate.....	33
23.1	Elders	33
23.2	All Other Tenants	33
24.0	Rent Payment Increases	33
25.0	Other Housing Charges	33
25.1	Elders	33
25.2	All Other Tenants	33
26.0	Payment of Rent.....	34
26.1	Due Date of Rent Payment	34
26.2	Methods of Payment.....	34
26.3	Statement of Rent Payments.....	34
27.0	Rent Payment Arrears and Payment Collection.....	35
27.1	Account in Arrears.....	35
27.2	Collection Process	35
27.3	Notice – Implementation of Consequences, Breach of the Residential Tenancy Agreement.....	36
28.0	Payment Agreement	37
SECTION E – BREACH OF THE TENANCY AGREEMENT (OTHER THAN PAYMENT ARREARS)		
29.0	Breach of the Tenancy Agreement (Other than Payment Arrears).....	38
29.1	Breach of the Tenancy Agreement - Definition.....	38
29.2	Tenant Counselling	39
29.3	Termination of Tenancy– Damage or Alteration to an Essential Service	39
29.4	Breach of the Tenancy Agreement – First Notice (Contact by Phone or In Person) 39	
29.5	Breach of the Tenancy Agreement – Second Notice	40

29.6	Breach of the Tenancy Agreement – Third and Final Notice Prior to Implementing Consequences	41
29.7	Notice – Implementation of Consequences, Breach of the Residential Tenancy Agreement.....	41
SECTION F – EVICTION, RECOVERY OF COSTS, TERMINATION OF TENANCY BY A TENANT.....		43
30.0	Eviction & Recovery of Costs	43
30.1	Eviction Notice: Termination of Tenancy – 10 Day Notice to Vacate.....	43
30.3	Eviction Process	44
30.4	Recovery of Costs.....	44
31.0	Termination of Tenancy by the Tenant.....	44
31.1	Tenant Terminates the Tenancy Agreement/Vacates the Unit	45
31.2	Vacating the Unit – Tenant Responsibilities	45
SECTION G – TENANT DAMAGE, VANDALISM, MAINTENANCE AND REPAIRS, RELOCATION OF A UNIT, ALTERATIONS BY THE TENANT, INSPECTIONS		46
32.0	Tenant Damage	46
32.1	Confirming Tenant Damage.....	46
32.2	Correcting Tenant Damage.....	46
32.3	Failure to Pay the Cost of Repairs.....	46
32.4	Tenant Damage Identified During a Move-Out Inspection	47
33.0	Vandalism	47
34.0	Maintenance and Repairs	47
34.1	Zagime Anishinabek Responsibilities	48
34.2	Tenant Responsibilities	48
34.3	Requesting Maintenance and Repairs	48
34.4	Emergency Repairs	49
34.5	Completing Maintenance and Repairs	49
34.6	Maintenance and Repair Contracts	50
34.7	Cistern Cleaning	50
34.8	Locks and Keys.....	50
35.0	Relocation of a Unit	51
36.0	Alterations or Improvements by the Tenant	51

37.0	Inspections.....	52
37.1	Inspection Reports	52
37.2	Regular Unit Condition Inspection	52
37.3	Move-In Inspection.....	53
37.4	Move-Out Inspection	53
37.5	Periodic Inspection – New Tenant.....	53
37.6	Notification of an Inspection	53
37.7	Vacant Unit Inspection	54
37.8	Re-renting the Unit	55
SECTION H – ABSENCE FROM THE UNIT, SUBLET, TRANSFER/MOVES BETWEEN UNITS, ABANDONED UNIT AND ABANDONED PERSONAL PROPERTY, CONDEMNED UNIT		56
38.0	Temporary Absence from the Unit by the Tenant.....	56
39.0	Long Term Absence.....	56
39.1	Long Term Absence	56
39.2	Conditions for Retaining Tenancy during a Long-Term Absence	57
39.3	Requesting Approval to Retain Tenancy	57
39.4	End of the Approved Long-Term Absence	58
39.5	Failure to Notify the Housing Department of an Absence	58
40.0	Sublet	58
41.0	Transfer/Move between Units (Change in Family Size/Disability).....	58
41.1	Move at the Request of the Tenant	58
41.2	Requesting Approval for a Transfer (Tenant)	59
42.0	Abandoned Unit	60
42.1	Tenant Fails to Maintain Utilities.....	60
42.2	Tenant Fails to Provide Notice of Absence	60
43.0	Abandoned Personal Property.....	61
44.0	Condemned Unit (Unit No Longer fit for Human Habitation)	62
SECTION I – ACCESS TO THE UNIT, INSURANCE, APPLIANCES, USE OF THE UNIT (HOME BASED BUSINESS), GARBAGE, STORAGE OF PROPERTY, FIRE/HEALTH/SAFETY REQUIREMENTS, PETS, VEHICLES, PROTECTION OF GROUNDWATER		64
45.0	Access to the Unit	64

46.0	Insurance	65
47.0	Appliances	65
48.0	Use of the Unit and Property/Home Based Business.....	65
49.0	Garbage.....	65
50.0	Storage of Property	66
51.0	Fire, Health and Safety Regulations.....	66
52.0	Pets and Animals	66
52.1	General	66
52.2	Dangerous Pet	67
53.0	Vehicles	67
53.1	All Vehicles.....	67
53.2	Storage of Abandoned Vehicles - Village Subdivision	67
53.3	Storage of Abandoned Vehicles - Rural Units.....	67
54.0	Protection of Groundwater and Septic Fields	68
SECTION J – RENT TO OWN UNITS.....		69
55.0	Exercising the Rent to Own Option.....	69
55.1	Conditions for Exercising the Rent to Own Option.....	69
55.2	Housing Department Responsibilities	69
56.0	Exercising the Rent to Own Option.....	70
56.1	Tenant Responsibilities	70
56.2	Issuing the Certificate of Homeownership	70
56.3	Responsibilities of Zagime Anishinabek and the Tenant (Homeowner)	71
57.0	Transferability of the Option to Own	71
SECTION K - MARITAL BREAKDOWN, DEATH OF A TENANT.....		72
58.0	Marital Breakdown	72
58.1	General	72
58.2	Two Zagime Anishinabek Member Tenants.....	72
58.3	One Zagime Anishinabek Member Tenant and One Non-Member Tenant....	Error! Bookmark not defined.
59.0	Death of a Tenant	73

SECTION A – CITATION, DEFINITIONS, INTERPRETATION, PURPOSE AND BACKGROUND OF THE RENTAL PROGRAM, POLICY OBJECTIVES AND APPLICATION

1.0 Citation

This document shall be entitled the Zagime Anishinabek Section 95 Rental Housing Policy.

2.0 Definitions

The following are defined terms in this housing policy. When a defined term is capitalized in this policy it will have the meaning set out below.

Agency having jurisdiction means the municipal, provincial or federal agency/department that has responsibility for any aspect of the Unit or property (i.e., Public Health Agency of Canada).

Alteration means any change, alteration, renovation, substitution or replacement made to a residence, including interior work and exterior work such as fencing, walkways, roadways, out buildings, gates.

Appellant means a Tenant or an Applicant who is appealing a housing decision.

Applicant means the individual(s) applying for Section 95 Rental Housing.

Arrears means a payment that has been missed or a payment has only been partially made, on an account with Zagime Anishinabek.

Calendar day means any day of the week, month or year including weekend days (i.e., Saturday or Sunday) and public holidays.

Certificate of Homeownership means the certificate provided by Zagime Anishinabek to a Tenant acknowledging the land usage agreement and occupancy rights for a Rent to Own Unit, excluding ownership of the property which remains with Zagime Anishinabek.

Chief and Council or **Council** means the lawfully elected Chief and Council of Zagime Anishinabek.

CMHC means the Canada Mortgage and Housing Corporation.

Disabled means any person who has a physical impairment that substantially limits one or more of the major life activities of the individual, as confirmed in writing by a certified medical practitioner.

Eviction means the legal action taken by Zagime Anishinabek to remove a Tenant or other individual from a Section 95 Rental Unit for failure to meet the obligations confirmed in the Tenancy Agreement and any applicable addendums or attachments.

Health and safety standards means the minimum requirements for housing that are related to public health as defined by the Saskatchewan Health Authority and safety and structural efficiency as defined in the National Building Code.

Housing Board means the body comprised of the Executive Director, the Director of Central Services, and the Director of Lands and Infrastructure.

Housing Department means the Zagime Anishinabek department responsible for the delivery and administration of housing programs on behalf of Chief and Council.

Housing manager means the individual responsible for the delivery and administration of Zagime Anishinabek housing programs and services.

ISC means Indigenous Services Canada (formerly INAC).

Member means a current member of Zagime Anishinabek or a person determined to be a member of Zagime Anishinabek as defined by the Zagime Anishinabek's Membership Code.

Ministerial Loan Guarantee means a loan guarantee under which the Minister responsible for Indigenous Services Canada (ISC) has agreed to guarantee to a lending or financial institution the repayment of a loan or loans on behalf of Zagime Anishinabek with respect to the provision of residential units.

National Occupancy Standards means that a household should have enough bedrooms so that there is one bedroom for:

- a) Each cohabiting adult couple (i.e., one bedroom per couple);
- b) Each single (non-cohabiting) household member 19 years of age and over, regardless of sex;

- c) Each same-sex pair of children under age 18 (i.e., one bedroom for these two children; where there are three same-sex children under 18, two bedrooms would be required); and
- d) Each opposite-sex child aged 5 and over (i.e., one bedroom for each child).

Rent means the amount of money paid or required to be paid by a Tenant to Zagime Anishinabek for the right to occupy a Section 95 Rental Unit.

Rental Housing or **Rental Unit** means a Section 95 Residential Housing Unit owned by Zagime Anishinabek made available for rent to eligible members.

Rent to Own or **Rent to Own Agreement** means the Tenant has signed an agreement with Zagime Anishinabek that includes an option to own the Section 95 Rental Unit (i.e., the option to acquire land usage and occupancy rights for the Unit) subject to the terms of the agreement having been met by both Zagime Anishinabek and the Tenant.

Section 95 Rental Unit or **Section 95 Rental Housing** means section 95 Rental Units owned by Zagime Anishinabek and under administration through an operating agreement with CMHC, and section 95 Rent to Own units owned by Zagime Anishinabek and under administration through an operating agreement with CMHC where the Tenant has entered a Rent to Own Agreement with Zagime Anishinabek.

Senior means a Zagime Anishinabek Member who is 65 years of age or older.

Spouse means a person who is either legally married or united by the traditional laws and customs recognized by the Zagime Anishinabek to another person and is not living separate and apart from that other person; or, is living and cohabitating with another person in a marriage-like relationship, including a marriage-like relationship between persons of the same gender, for a continuous period of not less than 6 months and is being publicly represented by each other during this time period as each other's Spouse or partner.

Temporary absence means the Tenant shall be away from the Unit for a period greater than 14 consecutive days to a maximum of 30 consecutive days and where the Tenant shall return to the Unit at the end of the temporary absence.

Tenant means the individual(s) who has entered into a Tenancy Agreement with Zagime Anishinabek in order to occupy a Section 95 Rental Unit.

Tenancy Agreement means a written agreement between Zagime Anishinabek and a Tenant which describes the rights and obligations of each party with respect to occupancy of the Unit.

Unit means a Section 95 Rental Unit.

Working Days means every official working day of the week which include the days between and including Monday to Friday and excludes weekends and public holidays.

Zagime Anishinabek or **Zagime** means the Zagime Anishinabek First Nations (formerly known as the Sakimay First Nations).

3.0 Interpretation

- 3.1 Words used in the singular within this policy shall include the plural and vice versa.
- 3.2 Words importing the use of any one gender shall include the other gender.
- 3.3 All references contained in this policy to any legislative enactments shall include the Standard Definitions and Interpretation Policy and any such Statutes s as may be amended, re-enacted or replaced from time to time and, in respect of any defined term derived from such Statutes, includes any subsequent definition contained in any Statute enacted in substitution thereof or in modification thereof.

4.0 Purpose and Background of the Rental Housing Program

4.1 Background – Rental Housing Units

The Section 95 Rental Housing program includes units known and administered as:

- a) **Section 95 Rental Units** under administration through an Operating Agreement with CMHC; and
- b) **Section 95 Rent to Own units** under administration through an Operating Agreement where the Tenant has entered into an agreement with Zagime Anishinabek which includes an option to own.

4.2 Purpose

The purpose of the Section 95 Rental Housing program for Zagime Anishinabek is to provide Members with rental accommodation that meets health, safety, and minimum property standards. This will be accomplished through the application of this policy for all Section 95 Rental Housing Units owned by Zagime Anishinabek.

4.3 Section 95 Rental Units (Under an Operating Agreement with CMHC)

- 4.3.1 These Rental Units were constructed using Zagime Anishinabek resources and through the Canada Mortgage & Housing Corporation's (CMHC) Section

95 housing program. For a Section 95 Rental Unit, Zagime Anishinabek obtained a Ministerial Loan Guarantee through Indigenous Services Canada (ISC), obtained a loan for Unit construction and related costs, and entered into an operating agreement with CMHC. Under this agreement CMHC provides Zagime Anishinabek with a monthly subsidy to assist with loan repayment until the loan is paid in full. In return, Zagime Anishinabek is responsible to make monthly payments to repay the loan and to pay on-going operating costs (e.g., maintenance, repairs, insurance).

- 4.3.2 The individual occupies the Unit as a Tenant, signs a Tenancy Agreement as a Tenant and pays Rent to help pay the ongoing Unit operating costs.
 - 4.3.3 Zagime Anishinabek provides a monthly housing subsidy to the Tenant by paying operating costs not covered by revenue from the Tenant and the CMHC subsidy (available until the loan is paid in full).
- 4.4 Section 95 Rent to Own Units (Under an Operating Agreement with CMHC)
- 4.4.1 These units were constructed and are operated as described in policy item 4.3.1.
 - 4.4.2 The individual occupies the Unit as a Tenant, signs an agreement as a Tenant, and pays Rent to help pay the ongoing Unit operating costs.
 - 4.4.3 The Tenant has an option to Rent to Own the Unit as described and subject to meeting the conditions included in the agreement.

5.0 Objectives of the Section 95 Rental Housing Program Policy

The Housing Department has been established by Chief and Council to oversee the administration and operations of the Section 95 Rental Housing program and this housing policy. Having a housing policy will provide Chief and Council and the administration with a framework to deliver the program to all Members in a manner that is unbiased and transparent.

The objectives of this policy are to:

- a) Define the responsibilities of individuals residing in Section 95 Rental Housing;
- b) Define the responsibilities of Zagime Anishinabek to protect and extend the life of Section 95 Rental Housing by applying and enforcing maintenance, repair, inspection and insurance policies;
- a) Address the need and demand for housing by allocating Section 95 Rental Housing in a fair and equitable manner; and
- b) Share the responsibility for Section 95 Rental Housing between Zagime Anishinabek and the Tenant.

6.0 Application of the Section 95 Rental Housing Policy

6.1 Application of the Section 95 Rental Housing Policy

6.1.1 This policy shall apply to:

- a) The allocation, rental and occupancy of all Section 95 Rental Units located on Zagime Anishinabek lands; and
- b) The administration of all infrastructures utilized to service such units.

6.1.2 This policy shall not apply to:

- a) Any lands designated for lease or use for specific projects as approved by Chief and Council by resolution; or
- b) Any other lands as may be excluded from the application of this policy:
 - i. As approved by resolution of Chief and Council; or
 - ii. As set out in any other applicable legislation or policies of Zagime Anishinabek.

6.1.3 Chief and Council have approved this policy to guide the delivery and administration of this housing program.

6.2 Cross Reference to Other Policies and Laws

6.2.1 In the event of a conflict between the most current edition of this housing policy and an earlier edition of this housing policy, the most current approved edition of this housing policy shall prevail.

6.2.2 This housing policy shall be read in conjunction with all other Zagime Anishinabek policies, bylaws and laws. In the event of a conflict between a provision of this housing policy and a provision in any Zagime Anishinabek bylaw and law, the provisions of the bylaw and law shall prevail to the extent of the conflict.

7.0 Ownership of Section 95 Rental Units

7.1 Section 95 Rental Units are owned by Zagime Anishinabek. Unless the Tenant enters a Rent to Own Agreement, the Tenant shall not own the Unit and shall not become an owner of the Unit by renting it. Subject to entering into a Rent to Own Agreement for the Section 95 Rental Unit, it is the prerogative of Zagime Anishinabek to permanently retain ownership of the Unit.

7.2 For a Tenant who has signed a Rent to Own Agreement, Zagime Anishinabek may transfer ownership rights for the Unit to the Tenant. Transfer of ownership rights to

the Tenant shall be subject to the Tenant meeting all the conditions in the Rent to Own Agreement for the Tenant to assume ownership.

SECTION B - ROLES AND RESPONSIBILITIES, CONFLICT OF INTEREST, POLICY ADMINISTRATION, AMENDMENTS, APPEALS

8.0 Roles and Responsibilities for Section 95 Rental Housing

8.1 Chief and Council

Chief and Council are the final authority for the Section 95 Rental Housing program. They are responsible to:

- a) Oversee planning and community strategies;
- b) Approve budgets related to the delivery and administration of the program;
- c) Approve housing policies, agreements, by-laws and related regulations;
- d) Ensure that all recommendations submitted by Zagime Anishinabek Treasury Board comply with this housing policy and, confirm Chief and Councils' decision on the recommendations;
- e) Provide direction on proposed housing projects;
- f) Ensure the Membership are made aware of any new policies and how they are to be implemented, enforced and amended; and
- g) Support housing policy enforcement.

8.2 Members

With respect to housing, each member has a responsibility to:

- a) Contribute their views on existing and future housing programs and services;
- b) Support the implementation and enforcement of the housing policy once it has been adopted by Chief and Council;
- c) Become aware of and ensure that they understand their rights and responsibilities with respect to housing as confirmed within this housing policy; and
- d) Adhere to all Zagime Anishinabek laws, by-laws, regulations, and policies specific to housing.

8.3 Treasury Board

The Treasury Board has the authority to act on behalf of Chief and Council with respect to housing decisions. Treasury Board is comprised of 4 members of Zagime Anishinabek Council (one Council member shall act as Chair), the Executive Director and the Director of Central Services. The key responsibilities of the Treasury Board are to:

- a) Review and decide upon policy amendments;
- b) Review and decide upon requests to demolish a Unit that has been confirmed to be unfit for human habitation (i.e., condemned Unit);
- c) Provide direction on proposed housing projects; and
- d) Support housing policy enforcement.

8.4 Housing Board/Housing Authority

The Housing Board is responsible to approve the allocation of a Rental Unit to an eligible Tenant. The Housing Board is comprised of the Executive Director, the Director of Central Services, and the Director of Lands and Infrastructure. The Governance Coordinator shall act as an alternate. The key responsibilities of the Housing Board are to:

- a) Review and approve allocation of a vacant Rental Unit;
- b) Review and decide upon requests to sublet a Rental Unit;
- c) Review requests from the Housing Department to implement consequences for breach of the Tenancy Agreement or this housing policy;
- d) Review and decide upon requests to transfer/move an existing Tenant to an alternate Rental Unit;
- e) Review and decide upon recommendations to terminate a Tenancy Agreement; and
- f) Support housing policy enforcement.

8.5 Appeal Committee

The Appeal Committee shall hear appeals of a housing decision. In order to support a transparent decision-making process, the Appeal Committee shall be comprised of individuals who are at arms-length from the decision being appealed. The Appeal Committee shall be an ad hoc committee comprised of 3 to 5 individuals whose interests are neutral to the decision being appealed.

8.6 Director of Lands and Infrastructure

The Director of Lands and Infrastructure provides support and guidance to the Housing Department.

8.7 Housing Department/Housing Manager

The key responsibilities of the Housing Department are to:

- a) Deliver and administer the Section 95 Rental Housing program by implementing and enforcing the program policy;
- b) Review applications for Section 95 Rental Housing to ensure completeness and eligibility;

- c) Carry out or oversee repairs and maintenance that are the responsibility of Zagime Anishinabek in a cost-effective manner;
- d) Monitor the effectiveness of housing policies and programs;
- e) Recommend changes in policy as needed and review housing goals and priorities annually;
- f) Provide timely and accurate information to the Treasury Board, the Appeal Committee, the Housing Board and Chief and Council;
- g) Prepare annual and other reports as required;
- h) Provide information and counselling for tenants who require assistance in understanding and assuming their housing responsibilities; and
- i) Make recommendations to terminate Tenancy Agreements to the Housing Board in accordance with this policy.

8.8 Tenant

The key responsibilities of the Tenant are to:

- a) Sign a Tenancy Agreement and meet the conditions of the Tenancy Agreement;
- b) Make monthly Rent payments in full and on time;
- c) Immediately report to the Housing Department, any accident, break or defect in water, heating or electrical systems and report other repairs that are required;
- d) Keep operational the fire safety equipment within the Unit (e.g., smoke and carbon monoxide detector and fire extinguisher where applicable) or to report to the Housing Department immediately (within 24 hours) when the equipment is not operational;
- e) Maintain the Unit in good repair including reasonable health, cleanliness and sanitary standards;
- f) Pay the cost to repair damage to the Unit caused by the Tenant, other occupants, their guests, or their pets that is beyond normal wear and tear;
- g) Ensure that all standard utilities (power, heat and hot water) are operational at all times;
- h) Inform the Housing Department of planned absences from the Rental Unit greater than 30 consecutive days;
- i) Carry out maintenance and repairs as detailed in the Tenancy Agreement and any addendum and/or notify the Housing Department of any required maintenance or repairs that are the responsibility of Zagime Anishinabek; and
- j) Not interfere with or unreasonably disturb a neighbouring Tenant and not jeopardize the health or safety or lawful right of a neighbouring Tenant, a neighbouring occupant or Zagime Anishinabek.

9.0 Conflict of Interest

A conflict of interest occurs when an individual's personal interests – family, friendships, financial or social factors – can compromise their judgement, decisions or actions.

All decisions made by any party involved in housing decisions (e.g., housing staff, Directors) shall be free of bias. Where the decision maker is in a real or perceived conflict of interest, they shall declare the conflict and shall not partake in any discussion or voting decision with respect to the situation that gives rise to the conflict of interest.

10.0 Policy Administration

This policy applies to:

- All existing and future Section 95 Rental Units located on Zagime Anishinabek lands;
- All individuals who have made or shall make an application for a Section 95 Rental Unit on Zagime Anishinabek lands; and
- All individuals currently occupying a Zagime Anishinabek Section 95 Rental Unit.

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

11.0 Amendments to the Housing Policy

11.1 Any Member may recommend a change to this housing policy. The process to recommend a change to this housing policy is as follows:

- 11.1.1 The Member shall notify the Housing Department in writing to confirm the requested policy amendment and the reason for the amendment.
- 11.1.2 The Housing Department shall review the proposed amendment and make a decision as to whether the amendment warrants further review.
- 11.1.3 If the Housing Department decides further review is warranted, the proposed amendment shall be placed on the agenda for discussion at the next regularly scheduled Treasury Board meeting.
- 11.1.4 If the Treasury Board feels there are insufficient grounds or rationale for the policy amendment, the Treasury Board shall direct the Housing Department to confirm denial of the request and the reasons for denial.
- 11.1.5 Where the request for an amendment is approved, the action noted below shall be taken.

- 11.1.6 The provisions of the policy amendment shall come into force effective upon approval by the Treasury Board.
- 11.2 The Housing Department may also recommend amendments to this housing policy to the Treasury Board and the Treasury Board may approve such proposed amendments.
- 11.3 An approved amendment shall be posted at the administration office and on the Zagime Anishinabek website/Facebook for a minimum of 30 days.
- 11.4 Where the policy amendment relates to a Rent increase, the Housing Department shall notify each Tenant in writing a minimum of 90 days prior to the effective date of the increase.
- 11.5 The Housing Department shall note the amendment on a policy amendment list in the format noted below. The policy amendment list shall precede the table of contents within the policy. Amendments are numbered consecutively on the policy amendment list by date of approval by the Treasury Board until a new issue of the policy is released which contains all amendments listed. The reissued policy shall be identified by date and each reissue cancels and replaces all previous issues.

Amendment Number	Approval Date	Description

- 11.6 In the event of a conflict between the most recent approved Section 95 Rental Housing policy and an earlier edition of the policy, the most current Section 95 Rental Housing policy shall prevail.
- 11.7 Any matter contained within this housing policy that conflicts with agreements not considered by this housing policy or any other Zagime Anishinabek law, bylaw or

policy, shall be decided individually by Chief and Council with leave for an appeal under the procedures set out in the appeals section of this policy.

12.0 Appeal of a Housing Decision by a Tenant or Eligible Applicant

An eligible Applicant for Zagime Anishinabek Section 95 Rental Housing or an existing Tenant occupying a Zagime Anishinabek Section 95 Rental Unit shall have the right to appeal a housing decision. The appeal process is as follows:

12.1 Eligibility to Make an Appeal

An appeal of a housing decision may be made by Applicants and Tenants. An Applicant or a Tenant. An Applicant or at Tenant that is appealing a housing decision is referred to as an Appellant.

12.2 Grounds for an Appeal

An Appellant may appeal a decision made under this policy where the appeal falls under one or more of the following categories:

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

12.3 Submitting an Appeal

12.3.1 An Appellant who wishes to appeal a decision made under this policy shall submit their appeal in writing to the Housing Department within 5 Working Days of having been advised of the decision which they are appealing.

12.3.2 The notice of appeal form is available from the Housing Department and the Housing Department shall be available to explain the appeal process to the Appellant.

12.3.3 The Appellant must make the appeal on their own behalf; an appeal by a family member or another person shall not be considered.

12.4 Receipt of the Appeal

- 12.4.1 The Housing Department shall acknowledge receipt of the appeal by phoning or writing to the Appellant using the contact information provided in the notice within 5 Working Days of receipt of the appeal. A copy of the dated confirmation call/notice shall be retained by the Housing Department with the appeal form.
 - 12.4.2 The Housing Department shall review the appeal form submitted by the Appellant to ensure that the form is complete, and the required information is provided.
 - 12.4.3 Where the appeal form is complete and meets the requirements for an eligible appeal, the Housing Department shall proceed to a formal level 1 review of the appeal as noted below.
 - 12.4.4 Where the appeal form is incomplete or ineligible the Housing Department shall contact the Appellant within the same 5 Working Day period to confirm that the appeal cannot be considered and the reason for this decision (including options to resubmit the appeal).
- 12.5 Level 1 Review of the Appeal by the Housing Department
- 12.5.1 **Review of the Appeal** – If the appeal form is complete and meets the requirements for an eligible appeal, the Housing Department shall review and respond to the appeal within 10 Working Days of receipt.
 - 12.5.2 **Meeting with the Appellant** - Within this same 10 Working Day period, the Housing Department shall arrange to meet with the Appellant to discuss the appeal and shall offer at least two opportunities for the meeting on dates the Appellant is available to meet. The Appellant shall be advised that failure to participate in the meeting shall result in the appeal being denied. The Housing Department shall meet with the Appellant to discuss the appeal and work with them to resolve the appeal. The Appellant must make the appeal on their own and cannot be represented by another person, but they may bring another person with them to assist them in the appeal at their own expense.
 - 12.5.3 **Considering the Appeal** - In considering the appeal the Housing Department will review whether the decision being appealed was made according to the housing policy, without bias or favoritism and without error in interpretation. If, during the meeting with the Appellant, all parties agree that the issue can be resolved, a written action plan shall be prepared and signed by the Housing Department and the Appellant and attached to the appeal file. In the event the Appellant is not satisfied with the response from the Housing Department, the Appellant may move forward to a level 2 review of the appeal.

12.6 Level 2 Review of the Appeal by the Appeal Committee

12.6.1 **Re-Submitting an Appeal Form and Payment of an Application Fee -**

Where the Appellant is not satisfied with the response resulting from the level 1 review, the Appellant shall submit a second appeal form and shall submit a payment of a non-refundable application fee of \$100.00 which shall be made payable to Zagime Anishinabek by cash, certified cheque or money order.

12.6.2 **Review of the Appeal -** The review shall be carried out the by Appeal Committee. The Appeal Committee shall review the appeal within 5 Working Days of receipt from the Housing Department and shall meet with the Housing Department to confirm the related housing policies and processes that were followed regarding the decision that is being appealed, and the Housing Department shall provide written documentation confirming the efforts made during the level 1 review of the appeal.

12.6.3 **Meeting with the Appellant –** Within 10 Working Days of receiving the appeal from the Housing Department, the Appeal Committee shall arrange to meet with the Appellant to discuss the appeal and shall offer at least two opportunities for the meeting on dates the Appellant is available to meet. The Appellant shall be advised that failure to participate in the meeting shall result in the appeal being denied. The Appeal Committee shall meet with the Appellant to discuss the appeal and work with them to resolve the appeal. The Appellant must make the appeal on their own and cannot be represented by another person, but they may bring another person with them to assist them in the appeal at their own expense.

12.6.4 **Considering the Appeal -** In considering the appeal, the Appeal Committee shall decide whether the decision being appealed was made according to the housing policy, without bias or favoritism and without error in interpretation. The Appeal Committee shall confirm whether:

a) The decision being appealed has been revised in favour of the Appellant;
or

b) The housing policy was followed and there are no other reasonable grounds for an appeal.

12.6.5 **Action to be Taken Following the Appeal Decision -** The following action shall be taken by the Housing Department on receipt of confirmation of the appeal decision by the Appeal Committee:

- a) The Housing Department shall provide written confirmation to the Appellant to confirm the decision of the Appeal Committee within 5 Working Days of the appeal meeting;
- b) Where the Appeal Committee confirms that the decision being appealed has been revised in favor of the Appellant and where the appeal is based on the grounds that the policy is unreasonable, the Appeal Committee shall recommend an amendment to the housing policy for approval by Treasury Board in the matter of the decision being appealed; and/or
- c) Where the Appeal Committee confirms that the housing policy was followed and the Appellant has no grounds for an appeal, no further action shall be taken on the matter of the appeal.

13.0 Resolution of Complaints/Disputes – Zagime Anishinabek Administrative Review

- 13.1 Any individual has the right to seek an Administrative Review of a complaint or dispute related to a tenancy in a Section 95 Rental Unit provided that the complaint or dispute is not related to a housing decision that has been made under this policy. Where the complaint is related to a housing decision, policy item 12.0 - *Appeal of a Housing Decision by a Tenant or Eligible Applicant* shall apply.
- 13.2 An individual wishing to obtain an Administrative Review shall make an application in accordance with the Administrative Review Panel policy approved by Chief and Council. The processes confirmed within the Administrative Review Panel policy shall apply.

**SECTION C – ELIGIBILITY, APPLICATION PROCESS, PRIORITIES,
OFFER OF A RENTAL UNIT, TENANCY AGREEMENT, UNAUTHORIZED
INDIVIDUAL OCCUPIES THE UNIT, RESPONSIBILITIES PRIOR TO
OCCUPANCY, TENANT COUNSELLING**

14.0 Eligibility Criteria

To be eligible for Section 95 Rental Housing an Applicant shall meet the following criteria:

- a) An Applicant shall be a Member or the guardian of a Member that is under the age of 18;
- b) An Applicant shall be 18 years of age or older;
- c) An Applicant shall complete an application for Section 95 Rental Housing;
- d) An Applicant shall provide written confirmation from the Zagime Anishinabek finance department which confirms whether there are Arrears or outstanding payments relating to a Rental Unit currently or previously occupied by the Applicant or their Spouse. Where the finance department confirms there are no Arrears, the Applicant is eligible to apply. Where the finance department confirms there are Arrears or outstanding accounts, the Applicant is not eligible to apply until the Arrears or outstanding accounts have been paid in full;
- e) An Applicant shall provide written verification of income for all persons 18 years of age and older who would occupy the Unit to confirm that the total household income is sufficient to cover the monthly Rent and other housing expenses that will apply to the Unit. Refer to policy item 15.2(c) for details on the acceptable form of income verification;
- f) Where an Applicant is applying for a Unit where they would be responsible to pay the power/gas costs, they shall provide written confirmation from SaskPower or SaskEnergy that they have an account in good standing. For an Applicant with no current responsibility for a power or gas account, written confirmation from SaskPower or SaskEnergy that there are no Arrears on a previous power or gas account is required. An Applicant with power or gas Arrears shall not be eligible. Refer to policy item 15.2(b) for details on the form of verification required;
- g) Where an Applicant has been rented housing at any point during the previous 5 years, they shall provide a reference from each of their landlords during the previous 5 year period that confirms the Applicant complied with their tenancy agreement (e.g., no violations where notice to correct or vacate was issued).
- h) Where an Applicant has not been in a formal rental tenancy arrangement (i.e., the Applicant has been living with a family member) they shall provide a reference from an adult member of the household confirming the Applicant complied with the expectations

of the household and conducted themselves in a reasonable manner (i.e., have not caused any disturbances or caused damage to the Unit).

- i) An Applicant with a history of non-compliance in a rental tenancy arrangement or unresolved issues in an alternate living arrangement shall not be eligible.

15.0 Application Process

15.1 Submitting an Application for Section 95 Rental Housing

- 15.1.1 Applications for Section 95 Rental Housing may be submitted year-round but expire on the next January 31st. For example, an application submitted on or after February 1, 2022, would expire on January 31, 2023.
- 15.1.2 It is the responsibility of Applicants to submit a new application after January 31st each year to ensure they have an active application on the housing list for Section 95 Rental Housing.
- 15.1.3 Completed applications must be submitted to the Housing Department or the Zagime Anishinabek administration office. The application is to be submitted by mail or by hand. An application submitted by hand shall be presented to the Zagime Anishinabek administration office.

15.2 Documentation/Information to Submit with an Application

As part of completing the application, an Applicant shall submit:

- a) Written confirmation from Zagime Anishinabek finance confirming no Arrears on previous housing accounts
The confirmation form is available from the Housing Department and the finance department, and the notice shall be dated within 30 days of the date of the application.
- b) Written Confirmation from SaskPower or SaskEnergy
Where an Applicant is applying for a Unit where they would be responsible to pay the power/gas costs, written confirmation dated within 30 days of the date of the application from SaskPower or SaskEnergy for all adults who will sign the Tenancy Agreement that they have an account in good standing. For an Applicant with no current responsibility for a power or gas account, written confirmation from SaskPower or SaskEnergy that they have no Arrears on a previous account;
- c) Written verification of income
Verification shall be provided for all persons 18 years of age and older who will occupy the Unit in order to assist in determining the Applicants' ability to pay Rent and other housing costs. Income verification shall be provided as follows:

- i. The three most recent consecutive pay stubs; or
 - ii. For an individual in receipt of Income Assistance benefits, written confirmation from the social development department of the amount of assistance to be provided; or
 - iii. For an individual in receipt of pension, retirement, annuity or other fixed income benefits, the most current month's pension or income benefit payment slip (or other form of confirmation as accepted by the Housing Department).
- d) Reference from Previous Landlord (where applicable)
Where an Applicant has rented housing at any point during the 5 years prior to the date of application, a reference from each of their landlords during that 5-year period which confirms compliance with the verbal or written tenancy agreement e.g., monthly rental fee payments being made on time, no record of Tenant damage, no outstanding amount owed upon vacating or other violations. References may be provided in writing, by email, or by phone. An Applicant with a history of non-compliance shall not be eligible.

15.3 Receipt and Review of an Application

- 15.3.1 Applications for Section 95 Rental Units shall be received at the Zagime Anishinabek administration office and shall be dated, time stamped and initialed by reception on the date of receipt. The application shall be forwarded to the Housing Department within 5 Working Days.
- 15.3.2 Within 10 Working Days of receipt of the application, the Housing Department shall review the application to:
- a) Confirm the application is complete and includes all the required information;
 - b) Confirm eligibility according to this housing policy; and
 - c) If necessary, contact the Applicant to seek clarification/comment on eligibility.
- 15.3.3 The Housing Department shall maintain the applications by date received at the Zagime Anishinabek office and shall keep a written record of the application review and the reasons for acceptance or rejection based on eligibility and completeness of the application.
- 15.3.4 The Housing Department shall maintain the application in a secure location with access only by authorized representatives of Zagime Anishinabek.

15.4 Incomplete Application or Ineligible Applicant

Where an application is incomplete or ineligible the Housing Department shall return the application to the Applicant within 5 Working Days of having completed the application review. The Housing Department shall confirm in writing that the

application is incomplete/does not meet the eligibility criteria with confirmation of the reason(s) the application is being returned.

15.5 Application Renewal

An eligible application is retained on file and considered for a Unit when it becomes available for the period up to January 31 after the application was received. For example, an application received on February 1, 2022 would be considered for any Units that become available up to January 31, 2023. An Applicant is responsible to complete and submit a new application after January 31st each year to ensure they have an active application on file.

15.6 Occupancy Guidelines

Where the application is complete and all eligibility criteria have been met, the Housing Department shall review the application to confirm the number of bedrooms an Applicant requires/is eligible for based on the permanent household members noted in the application. The following guidelines will be used to determine the number of bedrooms an Applicant is eligible for based on the National Occupancy Standards. The National Occupancy Standards assesses the bedroom requirements of a household based on the following criteria:

- a) There should be no more than 2 persons per bedroom;
- b) Children less than 5 years of age of different sexes may reasonably share a bedroom;
- c) Children 5 years of age or older of opposite sex should have separate bedrooms;
- d) Children less than 18 years of age and of the same sex may reasonably share a bedroom; and
- e) Single household members 18 years or older should have a separate bedroom, as should parents or couples.

15.7 Disposal of Applications

Approved applications shall be kept in a secure location until the date of the application expiry (i.e., January 31st of each calendar year). Where the decision is made to dispose of outdated applications, the Housing Department shall arrange to dispose of such applications in a secure manner (e.g., shredding).

16.0 Selection/Priority for Section 95 Rental Housing

- 16.1 The Housing Department shall complete an assessment for each eligible application to determine priority. The results of the assessment shall be considered for each application within the group of Applicants for the available Unit.
- 16.2 Applications shall be prioritized in accordance with the following criteria:
- a) An Applicant whose home has been destroyed by fire, flood, or some other type of natural disaster through no fault of the Applicant;
 - b) An Applicant living in an overcrowded home. For the purpose of this policy, the term overcrowded home shall mean:
 - i. There are two (2) or more families (i.e., a group of one or more parents and their dependent children residing together in the same home) and they have done so for at least 6 consecutive months prior to the date of application; and/or
 - ii. The number of individuals residing in the home exceeds the numbers prescribed under the National Occupancy Standards as defined in the *Definitions* section of this policy and policy item 15.6 Occupancy Guidelines.
 - c) Applicants consisting of families with children;
 - d) Seniors (65 years of age and older);
 - e) Single parent families where either the parent or the child or children are Members; and
 - f) Applicants who are single persons or couples without children.

17.0 Offer of a Unit

- 17.1 Tenant Selection
- 17.1.1 Within 10 Working Days of a Unit becoming available, the Housing Department shall review all active applications to confirm which Applicants meet the eligibility criteria for the Unit.
- 17.1.2 For each application, the Housing Department shall consider the occupancy guidelines based on the available Unit. Where the number of occupants listed in the application exceeds the available number of bedrooms based on the National Occupancy Standards, the household would be considered over-crowded and may not be considered for the available Unit. Where the number of occupants listed is less than the number of bedrooms available in the Unit, the household would be considered over-housed and may not be considered for the available Unit.
- 17.1.3 Within 5 Working Days of reviewing all the active applications, the Housing

- Department shall provide the eligible applications with the related assessment/points allocation for review and approval by the Housing Board.
- 17.1.4 Within 5 Working Days of receiving the eligible applications and related assessments/point allocations, the Housing Board shall select an Applicant for the available Unit and shall report the decision to Chief and Council within 5 Working Days of the decision being made.
- 17.2 Offer of a Unit
- 17.2.1 After receiving confirmation of the decision regarding Tenant selection, the Housing Department shall contact the Applicant by phone and/or in writing using the contact information provided in the application within 5 Working Days of being selected.
- 17.2.2 The Applicant shall have 5 Working Days from the date the contact is made to accept or refuse the Unit. If the Applicant fails to confirm acceptance within 5 Working Days or refuses to accept the Unit offered, the Unit shall be offered to the next eligible Applicant. In addition, this shall result in the Applicants' application being placed at the bottom of the list of eligible applications.

18.0 Tenancy Agreement

For the purposes of this housing policy, the term *Tenancy Agreement* is used and refers to any agreement between Zagime Anishinabek and a Tenant which describes the rights and obligations of each party with respect to a Section 95 Rental Unit.

18.1 Administration of the Tenancy Agreement

- 18.1.1 Tenancy Agreements are administered according to the terms outlined in the agreement, this housing policy, and all applicable Zagime Anishinabek laws and regulations.
- 18.1.2 Where the Tenants are Spouses, and where both Spouses are Members, both Spouses shall be required to sign the Tenancy Agreement (i.e., a joint Tenancy Agreement) and the rights and obligations of the agreement shall be applicable to both.

18.2 SaskPower or SaskEnergy Consent Waiver Form

As a condition of signing the Tenancy Agreement, the Tenant shall provide the Housing Department with a signed SaskPower or SaskEnergy (as applicable) *Consent Waiver Form*. By signing the *Consent Waiver Form* for Zagime Anishinabek, the

Tenant authorizes Zagime Anishinabek to verify the status of the tenants' SaskPower or SaskEnergy account.

18.3 Signing of the Agreement

18.3.1 Prior to occupancy, the Housing Department shall complete an in-person meeting with the Tenant to explain all aspects of the Section 95 Rental Housing program and the Tenancy Agreement. The Housing Department shall review the responsibilities of Zagime Anishinabek, all rules imposed on the Tenant, charges payable by the Tenant and, consequences for breach of the agreement. A record of this meeting shall be made and signed by both the Housing Department and the Tenant; a copy shall be provided to the Tenant and the original retained on the Tenant's file.

18.3.2 Two copies of the agreement shall be signed and each page initialed by both the Housing Department and the Tenant prior to the Tenant taking occupancy of the Unit.

18.4 Renewal of the Agreement

Agreements shall be renewed every 5 years and/or as required by Zagime Anishinabek.

18.5 Term of the Tenancy Agreement

The term of the initial Tenancy Agreement shall be a 5-year fixed term. Unless a new Tenancy Agreement, or renewed Tenancy Agreement, is signed at the end of the 5-year fixed term, the Tenancy Agreement shall automatically become a month-to-month agreement until the Tenancy Agreement is terminated and a new or renewed Tenancy Agreement is signed.

19.0 Authorized Tenants

19.1 Only occupants listed in the signed Tenancy Agreement under "Persons Entitled to Reside in the Premises" are authorized to occupy the Unit.

19.2 The Tenant shall provide verification of household composition (number of persons occupying the Unit) when requested to do so by the Housing Department.

19.3 Where the Tenant wishes to have an additional occupant, who is not listed in the Tenancy Agreement, live permanently in the Band Owned Rental Unit they shall make a written request to the Housing Department. The request shall be signed and dated and include the following information:

- a) The address/Unit identifier of the Band Owned Rental Unit;
- b) The name, age, and gender of the additional person;
- c) Whether the additional person is a Member; and
- d) Where the additional person is 18 years or older, the request shall include verification of the additional person's income in the form described within this policy at item 15.2(c).

20.0 Unauthorized Individual Occupies a Vacant Unit

- 20.1 Where an unauthorized individual has taken occupancy of a vacant Section 95 Rental Unit, the Housing Department shall provide written notice to the unauthorized individual to vacate the Band Owned Rental Unit in the form of a *Notice to Vacate the Premises*. The *Notice to Vacate the Premises* shall include:
 - a) The date the notice is being sent;
 - b) The unauthorized individual's name (if known);
 - c) The address/Unit identifier of the Unit;
 - d) The date and time the unauthorized individual is required to vacate the Unit; and
 - e) Consequences if the unauthorized individual fails to vacate the Unit by the date in the notice.
- 20.2 The *Notice to Vacate the Premises* shall be delivered to the unauthorized individual either:
 - a) By hand to an adult person (18 years of age or older) occupying the Unit; or
 - b) By securely fastening the notice to the front door of the Unit with a third-party as witness to the delivery of the notice or a photograph taken of the posted notice.
- 20.3 The unauthorized individual shall vacate the Unit by the end of the notice period provided for in the *Notice to Vacate the Premises*. If the unauthorized individual does not vacate the Unit at the required date defined in the *Notice to Vacate the Premises*, Zagime Anishinabek may remove the unauthorized individual and their belongings.
- 20.4 Any personal property left by the unauthorized individual in the Unit shall be dealt with as confirmed within the policy relating to *Abandoned Personal Property*.

21.0 Responsibilities Prior to Occupancy

21.1 Housing Department Responsibilities

Prior to occupancy, a representative of the Housing Department is responsible to:

- a) Ensure that the Unit is in move-in condition (in a clean condition without outstanding repairs or maintenance);
- b) Complete a move-in inspection with the Tenant;
- c) Meet with the Tenant to review and sign the Tenancy Agreement and provide a copy of the Tenancy Agreement to the Tenant;
- d) Meet with the Tenant to review and sign the Maintenance and Repair Responsibilities Checklist, review roles and responsibilities, provide information on the requirements for monthly Rental Fee payments (e.g., collection policy, consequences for non-payment) and confirm options for Tenant counselling and support;
- e) Provide a copy of the "Section 95 Rental Housing Program Tenant Handbook" and any by-laws, policies and regulations that relate to the Unit; and
- f) For a Tenant in receipt of Zagime Anishinabek income assistance benefits, confirm that the required forms have been submitted to transfer the shelter allowance to cover the Rent payment.

21.2 Tenant Responsibilities

Prior to occupancy the Tenant is responsible to:

- a) Meet with a representative of the Housing Department to review and sign the Tenancy Agreement and the Maintenance and Repair Responsibilities Checklist during the meeting;
- b) Confirm they have established a SaskPower or SaskEnergy account, as applicable, and provide the Housing Department with the account number;
- c) Complete a move-in inspection with a representative of the Housing Department; and
- d) Where a Tenant is in receipt of Zagime Anishinabek income assistance, confirm that the required forms have been submitted to transfer the shelter allowance to cover the Rent payment.

22.0 Tenant Counselling

22.1 The Tenant may request a meeting with the Housing Department at any time to:

- a) Discuss the roles and responsibilities of Zagime Anishinabek and the Tenant;
- b) Review the Tenancy Agreement and/or this housing policy; and/or
- c) Discuss housing issues or concerns.

22.2 The Housing Department shall arrange a meeting with the Tenant annually or on an as-needed basis to:

- a) Discuss the roles and responsibilities of Zagime Anishinabek and the Tenant;
 - b) Review the Tenancy Agreement and the housing policy; and/or
 - c) Discuss housing issues or concerns.
- 22.3 The Housing Department shall maintain a log/summary of Tenant counselling (phone calls, emails, correspondence, home visits) including the date of contact and a brief description of the topic, at the front of the Tenant file.

**SECTION D – RENT PAYMENT, OTHER HOUSING CHARGES,
PAYMENT OF RENT, ARREARS/PAYMENT COLLECTION, PAYMENT
AGREEMENT**

23.0 Rent Payment Rate

23.1 Elders

Rent for an eligible Elder shall be provided for as confirmed within the Zagime Anishinabek *Pensioners Assistance Program*.

23.2 All Other Tenants

Zagime Anishinabek will determine the Rent payment rates for Tenants in a Section 95 Rental Unit under a CMHC Operating Agreement:

- a) Based on the amount identified in the CMHC Operating Agreement;
- b) In accordance with the Income (Social) Assistance policy; or
- c) In accordance with the Pensioners Assistance policy.

24.0 Rent Payment Increases

The Housing Department shall provide written notice of a Rent increase to the Tenant no less than 90 days in advance of any increase in the Rent.

25.0 Other Housing Charges

25.1 Elders

25.1.1 Housing utility charges (e.g., heat, power) for an eligible Elder shall be provided for as confirmed within the Zagime Anishinabek *Pensioners Assistance Program*.

25.1.2 An Elder Tenant is responsible for paying all charges for telephone, cable, internet, and other services or amenities to which the Elder Tenant may subscribe or install.

25.2 All Other Tenants

- 25.2.1 A Tenant, other than an eligible Elder Tenant, is responsible to pay all charges for heat, power, telephone, cable, internet and all other services or any other amenities to which the Tenant may subscribe or install.
- 25.2.2 Zagime Anishinabek is not responsible for any unpaid or terminated services.

26.0 Payment of Rent

26.1 Due Date of Rent Payment

The Rent shall be paid by the Tenant to Zagime Anishinabek on or before the first day of each month.

26.2 Methods of Payment

26.2.1 Cash, Money Order, Cheque, E-transfer

The Rent can be paid by cash, money order or certified cheque. Rent paid by money order or personal cheque is to be made payable to Zagime Anishinabek. If Rent is paid by personal cheque and is returned by the bank due to insufficient funds (NSF) two times, cheques shall no longer be an acceptable method of payment for that Tenant. Where Zagime Anishinabek is charged a fee for the NSF cheque, the amount of that fee shall be charged to the Tenant's account so that Zagime Anishinabek recovers that cost. Cash Rent payments are to be made to the Zagime Anishinabek finance department. A receipt shall be issued for all transactions.

26.2.2 Payroll Deduction

Where a Tenant is an employee of Zagime Anishinabek, either full-time, part-time, contract and/or seasonal, the Tenant will enter into a payroll deduction agreement with Zagime Anishinabek to have their Rent deducted from their bi-weekly pay. Rent deducted from a Tenant's pay are detailed on each payroll direct deposit slip and shall be posted to the Tenant's account.

26.2.3 Income Assistance

Where a Tenant is a client of Zagime Anishinabek income assistance, the Tenant is responsible to complete the necessary forms and obtain approval through the social development department to transfer the shelter allowance to cover the Rent.

26.3 Statement of Rent Payments

Where the Tenant requests a statement of Rent payments made, the finance department shall provide the Tenant with a written statement of account confirming payments received and/or payable for the previous calendar year.

27.0 Rent Arrears and Arrears Collection

27.1 Account in Arrears

Rent is due to be paid by the Tenant to the Housing Department on or before the first day of each month. Where the Tenant does not pay the Rent due on the first day of the month or if only a partial payment is made, the Tenant shall be considered in Arrears unless payment is being made by payroll deduction (i.e., paid bi-weekly) or through the social development department.

27.2 Collection Process

27.2.1 On receipt of notification from the finance department that an account is in Arrears, the Housing Department shall provide a written Notice of Arrears to the Tenant. The Notice of Arrears shall:

- a) Remind the Tenant that the account is in Arrears and that they must pay the Arrears in full or meet with the Housing Department and enter into a written agreement to pay the Arrears over a mutually agreed upon time period. In such cases, the section in policy item 28.0 *Arrears Payment Agreement* shall apply;
- b) Include the deadline for the Tenant to contact the Housing Department to pay the Arrears or enter into an Arrears payment agreement;
- c) Remind the Tenant of the forms of payment available to the Tenant;
- d) Confirm the default remedies should the Tenant not pay the Arrears in full or enter into a payment agreement which shall include:
 - i. Withdrawing all or any portion of the services to the Unit that are provided by Zagime Anishinabek;
 - ii. Terminating the Tenancy Agreement and evicting the Tenant; and
 - iii. Exercising any other rights or remedies Zagime Anishinabek may have in law against the Tenant.
- e) The Housing Department shall maintain a copy of the notice in the tenant's file.

27.2.2 The Housing Department shall issue a follow up notice as and when required.

27.3 Notice – Implementation of Consequences, Breach of the Residential Tenancy Agreement

- 27.3.1 If, the Tenant has neither paid the Arrears nor entered into an Arrears payment agreement within 14 Calendar Days of receiving the Notice of Arrears, the Housing Department shall provide written notice to the Tenant of the consequence(s) being implemented and the effective date. The Notice of Implementation of Consequences shall include:
- a) The date the notice is being sent;
 - b) The Tenant's name(s);
 - c) The address of the Unit concerned;
 - d) Details of the breach of the Tenancy Agreement that is the cause for terminating the Tenancy Agreement;
 - e) Confirmation of the notices already delivered to the Tenant informing them of the breach of the Tenancy Agreement (e.g., date, method of delivery),
 - f) Options to resolve the breach of the Tenancy Agreement and the contact information for the Housing Department;
 - g) Confirmation of the deadline for the Tenant to resolve the breach of the Tenancy Agreement to the satisfaction of the Housing Department;
 - h) Confirmation of the consequences if the Tenant fails to resolve the breach of the Tenancy Agreement by the deadline;
 - i) Confirmation that the Tenant can only avoid implementation of the consequences by resolving the breach to the satisfaction of the Housing Department by the deadline included in the notice; and
 - j) Confirmation that the Tenant may appeal this decision and that policy item 12.0 - *Appeal of a Housing Decision by a Tenant or Eligible Applicant* shall apply to any such appeal.
- 27.3.2 The Notice of Implementation of Consequences shall be hand delivered to an adult living in the Rental Unit or posted on the front door of the Unit with a third party as witness to the delivery or a photo taken of the posted notice.
- 27.3.3 Where termination of the Tenancy Agreement and Eviction is the consequence for the Tenant failing to resolve the breach and the Tenant fails to resolve the breach by the deadline in the Notice of Implementation of Consequences, the Housing Department shall request approval from the Housing Board to issue the *Termination of Tenancy – 10 Day Notice to Vacate* and section 30.1 in this policy related to *Eviction and Recovery of Costs* shall apply.

28.0 Arrears Payment Agreement

- 28.1 Where a Tenant is in Arrears of their payment, the Housing Department can temporarily stop the collection process where the Tenant enters an Arrears Payment Agreement. The Housing Department shall strive to establish an Arrears Payment Agreement that does not create a financial hardship for the Tenant but is a reasonable contribution towards the amount owing.
- 28.2 The Arrears Payment Agreement shall include the amount of each payment installment and the date the payment is due. The Arrears Payment Agreement shall be signed by the Tenant and the Housing Department. The Tenant shall be provided with one copy of the signed agreement and the original shall be kept on the Tenant's file.
- 28.3 Where the Tenant fails to honour the Arrears Payment Agreement, the Housing Department shall start the process at the *Termination of Tenancy – 10 Day Notice to Vacate* stage, in section 30.1 of this policy, immediately after an Arrears payment is not made as agreed. A new Arrears Payment Agreement shall not be accepted after this point.

SECTION E – BREACH OF THE TENANCY AGREEMENT (OTHER THAN PAYMENT ARREARS)

29.0 Breach of the Tenancy Agreement (Other than Payment Arrears)

For breach of the Tenancy Agreement due to payment Arrears (e.g., non-payment of Rent payment), the notice processes and timeframes as noted within section 27.0, *Rent Arrears and Arrears Collection*, of this policy shall apply.

For all other instances where the Tenant has committed a breach of the Tenancy Agreement, the following shall apply:

29.1 Breach of the Tenancy Agreement - Definition

- 29.1.1 Zagime Anishinabek can terminate tenancy/evict where the Tenant has committed a breach of the terms of the Tenancy Agreement or other housing policies, laws, by-laws, or regulations of Zagime Anishinabek.
- 29.1.2 A breach of the Tenancy Agreement includes but is not limited to the following:
 - a) A Tenant has allowed unauthorized occupants to reside in the Rental Unit;
 - b) A Tenant, or a person permitted in the Rental Unit or on the property by the Tenant, has either:
 - i. Significantly interfered with or unreasonably disturbed a neighbour, another occupant of the building the Tenant's Unit is in, or the Zagime Anishinabek community (i.e., disturbances on an ongoing basis);
 - ii. Seriously jeopardized the health or safety or lawful right of neighbour, another occupant of the building the Tenant's Unit is in, or the Zagime Anishinabek community; or
 - iii. Put the Rental Unit or property at significant risk; or

- c) A Tenant has engaged in illegal activity that has, or is likely to:
 - i. Damage the Rental Unit or property;
 - ii. Adversely affect the quiet enjoyment, security, safety or physical well-being of neighbour, another occupant of the building the Tenant's Unit is in, or the Zagime Anishinabek community; or
 - iii. Jeopardize a lawful right or interest of neighbour, another occupant of the building the Tenant's Unit is in, or the Zagime Anishinabek community; or
- d) A Tenant has damaged the Unit or property either willfully or negligently (including damage caused by other occupants, their guests, or their pets); or
- e) A Tenant has transferred the tenancy or sublet the Unit without having received prior written permission from Zagime Anishinabek, in accordance with this housing policy, to do so.

29.2 Tenant Counselling

The Housing Department is available to meet with a Tenant, at any time, to offer counselling as it relates to the obligations of the Tenant.

29.3 Termination of Tenancy– Damage or Alteration to an Essential Service

29.3.1 Where the Housing Department has confirmed the Tenant, other occupants, or their guests have committed damage to, altered, or caused to have been damaged or altered, any aspect of an essential service to or within the Unit (e.g., electricity, heat, water or sewer), the Housing Department shall request approval from the Housing Board to issue a *Termination of Tenancy – 10-Day Notice to Vacate* (as described within this policy). As part of the request, the Housing Department shall provide evidence of the willful damage or alteration to the Housing Board.

29.3.2 Where the Housing Board approves the request, the Housing Department shall proceed with termination of the Tenancy Agreement and Eviction.

29.3.3 The first, second, and third notices noted within sections **Error! Reference source not found.**, **Error! Reference source not found.**, and **Error! Reference source not found.** shall not apply; and the policies related to *Eviction* and *Recovery of Costs* shall apply.

29.4 Breach of the Tenancy Agreement – First Notice (Contact by Phone or In Person)

The Housing Department shall contact the Tenant by phone or in person within fourteen (14) Working Days after confirmation of the breach. The Housing Department shall:

- a) Confirm the nature of the breach of the Tenancy Agreement and confirm what is required for the Tenant to correct the breach to the satisfaction of the Housing Department and the deadline for doing so, or that the Tenant shall contact the Housing Department to confirm how the breach shall be corrected and the deadline for doing so;
- b) Confirm that failing to resolve the breach to the satisfaction of the Housing Department shall result in Zagime Anishinabek terminating the Tenancy Agreement and evicting the Tenant; and
- c) Make a written record of the date, time and method of the first notification and maintain it in the Tenant's file.

29.5 Breach of the Tenancy Agreement – Second Notice

29.5.1 If the Tenant has neither corrected the breach to the satisfaction of the Housing Department nor contacted the Housing Department to confirm how the breach shall be corrected by the deadlines in the first notice, the Housing Department shall provide a second notice to the Tenant in writing. This second notice shall include:

- a) The date the notice is being sent;
- b) The Tenant's name(s);
- c) The address of the Rental Unit concerned;
- d) Details of the breach of the Tenancy Agreement that is the cause for terminating the Tenancy Agreement;
- e) Confirm the Tenant has ten (10) Working Days to correct the breach to the satisfaction of the Housing Department or to contact the Housing Department to confirm how the breach shall be corrected;
- f) Confirmation that implementation of consequences shall be rescinded only where the breach is resolved to the satisfaction of the landlord by the deadline included in the notice; and
Confirmation that failing to resolve the breach to the satisfaction of the Housing Department shall result in Zagime Anishinabek terminating the Tenancy Agreement and evicting the Tenant.

29.5.2 The notice shall be delivered to the Tenant either:

- a) By hand to an adult person (18 years of age or older) living in the Rental Unit;
- b) By securely fastening the notice to the front door of the Unit with a third-party as witness to the delivery of the notice; or
- c) By registered mail.

- 29.5.3 The Housing Department shall make every effort to contact the Tenant by phone and/or in person at least twice after the second notice is delivered and before the third and final notice is delivered.
- 29.6 Breach of the Tenancy Agreement – Third and Final Notice Prior to Implementing Consequences
- 29.6.1 If the Tenant has not corrected the breach to the satisfaction of the Housing Department by the deadline in the second notice, a third and final notice shall be sent to the Tenant in writing. The third and final notice shall include:
- a) The date the notice is being sent;
 - b) The Tenant's name(s);
 - c) The address of the Rental Unit concerned;
 - d) Details of the breach of the Tenancy Agreement that is the cause for terminating the Tenancy Agreement;
 - e) Confirmation of the previous notices delivered to the Tenant to confirm the breach of the Tenancy Agreement (e.g., date, method of delivery);
 - f) Confirmation of the options to correct the breach;
 - g) Confirmation that the Tenant has ten (10) Working Days to correct the breach to the satisfaction of the Housing Department; and
 - h) Confirmation that this is the Tenant's third and final notice and that failing to resolve the breach by deadline in the third and final notice shall result in Zagime Anishinabek immediately requesting approval to terminate the Tenancy Agreement and evict the Tenant.
- 29.6.2 The Third and Final notice shall be delivered to the Tenant either:
- a) By hand to an adult person (18 years of age or older) living in the Rental Unit;
 - b) By securely fastening the notice to the front door of the Unit with a third-party as witness to the delivery of the notice; or
 - c) By registered mail.
- 29.7 Notice – Implementation of Consequences, Breach of the Residential Tenancy Agreement
- 29.7.1 If the Tenant has not corrected the breach to the satisfaction of the Housing Department by the expiry of the 10-day period in the third and final notice, then on the first Working Day after the 10-day period has expired the Housing Department shall provide written notice to the Tenant of the consequence(s) being implemented and the effective date. The notice shall include:

- a) The date the notice is being sent;
 - b) The Tenant's name(s);
 - c) The address of the Rental Unit concerned;
 - d) Details of the breach of the Tenancy Agreement that is the cause for terminating the Tenancy Agreement;
 - e) Confirmation of the previous notices delivered to the Tenant to confirm the breach of the Tenancy Agreement (e.g., date, method of delivery);
 - f) Confirmation that the Housing Department is proceeding with the termination of the Tenant's Tenancy Agreement and Eviction of the Tenant; and
 - g) Confirmation that the Tenant may appeal this decision and policy item **Error! Reference source not found.** - *Appeal of a Housing Decision by a Tenant or Eligible Applicant* shall apply.
- 29.7.2 The notice of the consequences being implemented shall be delivered to the Tenant either:
- a) By hand to an adult person 18 years of age or older) living in the Rental Unit;
 - b) By securely fastening the notice to the front door of the Rental Unit with a third party as witness to the delivery or a photo being taken of the notice fastened to the front door; or
 - c) By registered mail.
- 29.7.3 After issuing the notice of the consequences being implemented, the Housing Department shall request approval from the Housing Board to issue a *Termination of Tenancy – 10-Day Notice to Vacate* and section **Error! Reference source not found.** in this policy which deals with *Eviction and Recovery of Costs* shall apply.
- 29.7.4 The Housing Department shall provide the Housing Board with a copy of the *Termination of Tenancy – 10-Day Notice to Vacate*.

SECTION F – EVICTION, RECOVERY OF COSTS, TERMINATION OF TENANCY BY A TENANT

30.0 Eviction & Recovery of Costs

30.1 Eviction Notice: Termination of Tenancy – 10 Day Notice to Vacate

30.1.1 Where this policy says the Housing Department or Housing Manager may or shall request approval from the Housing Board to issue a *Termination of Tenancy – 10-Day Notice to Vacate* to a Tenant, the Housing Department or Housing Manager shall forward the *Termination of Tenancy – 10 Day Notice to Vacate* to the Housing Board for review and approval. The Housing Manager shall provide evidence of any written notices and documented efforts to contact and meet with the Tenant and counsel them on the consequences of failing to resolve the breach of the Tenancy Agreement.

30.1.2 Where the Housing Board denies the request to terminate the tenancy, they shall provide the Housing Manager with written notification of the action to be taken .

30.1.3 Where the Housing Board approves the request to terminate the tenancy, they shall provide written authorization to the Housing Manager to issue the *Termination of Tenancy - 10 Day Notice to Vacate* to the Tenant. The notice shall include:

- a) The date the notice is being sent;
- b) The Tenant's name(s);
- c) The address of the Unit concerned;
- d) Details of the breach of the Tenancy Agreement that is cause for terminating the Tenancy Agreement;
- e) Confirmation of the date and time that the Tenant is required to vacate the Unit (i.e. 10 Calendar Days);
- f) Confirmation that the Eviction notice will be rescinded if the Arrears are paid in full or the breach of the agreement is corrected to the satisfaction of the Housing Department prior to the expiration of the 10-day period; and

- g) Confirmation that the Tenant may appeal this decision and policy item **Error! Reference source not found.** - *Appeal of a Housing Decision by a Tenant or Eligible Applicant* shall apply.

30.2 The *Termination of Tenancy - 10 Day Notice to Vacate* shall be delivered to the Tenant by two of the following methods:

- a) By hand to an adult person (18 years of age or older) living in the Rental Unit; and/or
- b) By securely fastening the notice to the front door of the property with a third-party as witness to the delivery of the notice; and/or
- c) By registered mail.

30.3 Eviction Process

30.3.1 The Tenant shall vacate the Rental Unit by the end of the period provided for in the *Termination of Tenancy – 10-Day Notice to Vacate*. Where the Tenant does not vacate the Rental Unit at the required date, Zagime Anishinabek may contact local police services to attend to keep the peace during the removal of the Tenant and their belongings.

30.3.2 Within 24 hours of the Tenant vacating the Unit, the Housing Department shall arrange a move-out inspection (refer to the section on move-out inspections within this housing policy) to evaluate the condition of the Unit.

30.3.3 Where a move-in inspection was completed at occupancy or where there is a more recent Unit inspection report, Zagime Anishinabek may charge the Tenant for any damage to the Unit, beyond normal wear and tear, that can be demonstrated through comparison of the most recent Unit inspection report.

30.3.4 Any personal property left by the vacating Tenant in the Rental Unit shall be dealt with as authorized within the order of possession (disposal or sale of abandoned goods), and section **Error! Reference source not found.** of this policy relating to *Abandoned Personal Property* shall apply.

30.4 Recovery of Costs

The Tenant shall be held responsible for payment Arrears and other costs required under the terms and conditions of the Tenancy Agreement. Upon termination of the Tenancy Agreement and Eviction, Zagime Anishinabek shall prepare an account receivable for such costs against the former Tenant.

31.0 Termination of Tenancy by the Tenant

31.1 Tenant Terminates the Tenancy Agreement/Vacates the Unit

- 31.1.1** The Tenant may terminate the Tenancy Agreement and vacate the Unit by giving the Housing Department 30 days written notice (one full tenancy month) before the date they intend to terminate the Tenancy Agreement/vacate the Rental Unit. For example, a notice given before March 1st shall be effective March 31st; a notice given after March 1st shall be effective April 1st. The notice shall confirm:
- a) the name of the Tenant;
 - b) the address of the Rental Unit;
 - c) the date that the Tenant shall vacate the Rental Unit;
 - d) the Tenant's agreement to continue to pay in full all rental fees and other housing charges as required under the terms of the Tenancy Agreement until the end of the calendar month of the effective date of termination of tenancy;
 - e) and shall be signed by the Tenant(s) and dated.
- 31.1.2** A Tenant's notice to terminate the Tenancy Agreement shall be delivered in person to the Housing Department or by registered mail. If sent by registered mail the notice shall be considered to have been given on the fifth day after the date of mailing.
- 31.1.3** Notwithstanding the above, the Tenant and Zagime Anishinabek can agree to mutually terminate the Tenancy Agreement at any time.

31.2 Vacating the Unit – Tenant Responsibilities

A Tenant is responsible to pay the Rent that is due until the effective date of termination of tenancy. The Tenant is responsible to leave the Unit in a clean condition prior to vacating the Unit as described within the Tenancy Agreement. Where the Tenant fails to do so, and on confirmation of the Unit condition during the move-out inspection as described within this policy, the Housing Department shall arrange for cleaning of the Unit (to a standard of ordinary cleanliness) and the Zagime Anishinabek finance department shall prepare an account receivable for such costs against the former Tenant.

SECTION G – TENANT DAMAGE, VANDALISM, MAINTENANCE AND REPAIRS, RELOCATION OF A UNIT, ALTERATIONS BY THE TENANT, INSPECTIONS

32.0 Tenant Damage

The Tenant is responsible to pay repair costs for damage to the Unit that is confirmed to be a result of willful damage or neglect by the Tenant, other occupants, their guests, or their pets.

32.1 Confirming Tenant Damage

- 32.1.1 The Tenant is responsible to pay repair costs for damage to the Unit that has been caused either willfully or negligently by the Tenant, other occupants, their guests, or their pets.
- 32.1.2 Where damage is identified, the Housing Department shall arrange for an inspection to be completed and obtain a written Unit inspection report to confirm the repairs required as a result of damage or neglect (as compared against the most recent Unit inspection report). The report shall include an estimate of costs for the repairs.
- 32.1.3 Within 5 Working Days of receiving the inspection report, the Housing Department shall issue a written notice of Tenant damage to the Tenant to confirm the required repairs and offer options to correct the Tenant damage.

32.2 Correcting Tenant Damage

The Housing Department shall arrange for the repairs to be completed. The Housing Department shall confirm to the Tenant the following options to repay the cost of repairs:

- a) The Tenant shall pay the cost of repairs in full within a deadline established by the Housing Department; or
- b) The cost of the repairs shall be deemed to be Arrears, the Tenant shall enter into an Arrears Payment Agreement with the Housing Department, and section 28.0 of this policy related to *Arrears Payment Agreement* shall apply.

32.3 Failure to Pay the Cost of Repairs

Where the Tenant fails to pay for the repairs within the date specified, or enters and does not honour a payment agreement for the repairs, sections 29.0 and 30.0 of this policy related to *Breach of the Tenancy Agreement* and *Eviction and Recovery of Costs* shall apply. All instances of Tenant damage shall be recorded in the Tenant's file and remain on file indefinitely and, the cost of the repairs shall be recorded as an account receivable against the Tenant.

32.4 Tenant Damage Identified During a Move-Out Inspection

- 32.4.1 Where, during a move-out inspection with the Tenant, there are repairs required because of willful damage or neglect, the Housing Department shall notify the Tenant in writing of the amount of the repairs and shall prepare an invoice to the former Tenant for the cost of the repairs, and the former Tenant shall pay the invoice within a deadline established by the Housing Department. The Housing Department shall note the value of the repair costs as an accounts receivable against the former Tenant.
- 32.4.2 Where the former Tenant is charged for the cost of repairs that are confirmed to be a result of willful damage or neglect, the former Tenant shall not qualify for Zagime Anishinabek housing programs until such costs have been repaid in full.
- 32.4.3 Zagime Anishinabek shall pursue recovery of costs related to Tenant damage with the former Tenant.

33.0 Vandalism

- 33.1 The Tenant is responsible for damage to the Unit where the damage is caused by the Tenant, their guests (i.e., any person permitted entry to the Unit by the Tenant), or their pets. Where damage to the Unit has occurred through an act of vandalism by someone other than the Tenant, their guests or their pets, the Tenant is responsible to contact law enforcement authorities to report the incident. The Tenant shall also contact the Housing Department to confirm the incident/damage to the Unit and to confirm that they have contacted law enforcement authorities and filed a police report.
- 33.2 The Tenant shall obtain a copy of the police report and submit a copy of the report (including the report file number) to the Housing Department in order for the repairs to be considered by Zagime Anishinabek.

34.0 Maintenance and Repairs

34.1 Zagime Anishinabek Responsibilities

- 34.1.1 Zagime Anishinabek, through the Housing Department, is responsible to maintain the Unit and property in a good state of repair, fit for habitation and to comply with health, safety, and housing and maintenance standards.
- 34.1.2 The Housing Department is responsible to carry out or oversee maintenance and repairs to the Unit including the building structure and systems, heating, electrical, and interior plumbing where either:
 - a) The maintenance, repair or renovation is required on a component that is original to the Unit at the time of occupancy;
 - b) The component has reached the end of its serviceable life; or
 - c) The maintenance, repair or renovation is confirmed to be related to normal wear and tear.

34.2 Tenant Responsibilities

- 34.2.1 The Tenant is responsible for the day-to-day upkeep of the Unit including maintaining ordinary health and cleanliness and sanitary standards of the Unit and premises and routine maintenance and minor repairs as detailed in the Tenancy Agreement and/or the Maintenance and Repair Responsibilities Checklist as applicable. Minor repairs shall be completed and paid for by the Tenant and shall be subject to inspection by a representative of the Housing Department to ensure compliance with the applicable building code.
- 34.2.2 Where the Unit is a single detached home, the Tenant shall be responsible for exterior care (i.e., maintain the lawn and shrubbery, snow removal). Some assistance may be provided to seniors by Zagime Anishinabek.
- 34.2.3 The Tenant is responsible to keep the Unit and property free from garbage and debris or other materials which may create a health or safety issue, including derelict vehicles or other equipment.
- 34.2.4 The Tenant is responsible to keep operational the fire safety equipment within the Unit (e.g., smoke and carbon monoxide detector) or to report to the Housing Department immediately (within 24 hours) when the equipment is not operational.
- 34.2.5 The Tenant is responsible to immediately report to the Housing Department any emergency repairs including any accident, break or defect in interior plumbing, heating or electrical systems, or in any part of the Unit and its' equipment in general. Refer to policy item 34.3.1 below for the process to report emergency repairs.

34.3 Requesting Maintenance and Repairs

All requests for maintenance and repairs are subject to budget availability.

34.3.1 Emergency Repairs

Where the Tenant has identified the need for emergency repairs (refer to policy item 34.4 *Emergency Repairs*, the Tenant shall contact the Housing Department immediately by phone and notify them of the nature of the repairs being requested.

34.3.2 All other Maintenance and Repair Requests

For all other maintenance and repair requests, the Tenant shall provide a written request to the Housing Department, signed and dated, confirming the nature of the maintenance or repairs being requested.

34.4 Emergency Repairs

34.4.1 An emergency repair is defined as:

- a) Any accident, break or defect in interior plumbing, heating or electrical system, or safety feature in any part of the Unit;
- b) Any item that presents a hazard to the immediate health or safety of the Tenant; and/or
- c) Any item required to prevent the loss of an essential service.

34.4.2 The Housing Department shall provide the Tenant with a 24-hour emergency contact number to report emergency repairs.

34.4.3 The Housing Department shall make every reasonable effort to respond to emergency repairs within 24 hours of receiving notice from the Tenant.

34.4.4 The Housing Department shall arrange for an inspection to confirm the eligibility and nature of the emergency repair and arrange for the work to be completed.

34.4.5 Where emergency repairs are confirmed by an inspection to be a result of willful damage or neglect, the Housing Department shall complete the repairs and the Tenant shall be required to pay for the repair costs as outlined within the *Tenant Damage* section of this policy.

34.5 Completing Maintenance and Repairs

34.5.1 The Housing Department shall review each request to determine:

- a) The scope of the maintenance or repair item(s); and
- b) Whether an inspection is required to confirm the eligibility of the work being requested and the materials required.

34.5.2 The Housing Department shall prioritize all requests in order as follows:

- a) Emergency repairs;
- b) Non-emergency minor repairs or maintenance related to Health and Safety Standards. Where repair requests include emergency and non-

emergency repairs, non-emergency items may be considered separately with other non-emergency requests and be dealt with in the order in which they are received and/or as funding permits;

- c) Non-emergency minor repairs or maintenance for all other items; and
- d) Major repairs.

34.5.3 The Housing Department shall review the Unit condition report completed at move-in to confirm whether the repairs are required as a result of normal wear and tear or are a result of willful damage or neglect as defined within this policy. Where repairs are a result of willful damage or neglect the Housing Department shall follow the process as described within this policy that relates to *Tenant Damage*.

34.5.4 All maintenance and repair work overseen or carried out by the Housing Department shall meet or exceed the requirements of the applicable building code, Zagime Anishinabek by-laws specifying building or other standards, and any other applicable by-laws, codes and regulations.

34.5.5 The Housing Department shall keep a record of all maintenance and repairs carried out on a Unit including the reason for the maintenance/repairs, the date of the repair work, and costs.

34.5.6 All maintenance and repairs shall be inspected by Zagime Anishinabek or the Agency Having Jurisdiction.

34.6 Maintenance and Repair Contracts

Where maintenance or repair work is considered to be beyond the capabilities of the Housing Department (e.g., electrical, mechanical, and plumbing systems) the contract for the work shall be entered into in accordance with Zagime Anishinabek procurement policies.

34.7 Cistern Cleaning

34.7.1 Cisterns that are used to supply water to a Unit shall be cleaned as determined by the Housing Department.

34.7.2 A Tenant shall not attempt to clean a cistern. When a cistern is in need of cleaning, the Tenant shall notify the Housing Department.

34.7.3 In the event a cistern is damaged or contaminated due to negligence, carelessness, or misuse of the cistern, including by the placing of any debris in the cistern by the Tenant, other occupants, their guests, or their pets, the Tenant shall be responsible for all costs associated with the cleaning and/or repair of the cistern, and the section of this policy related to *Tenant Damage* shall apply.

34.8 Locks and Keys

- 34.8.1 Changing of the locks on the Unit can only be done by mutual agreement of the Housing Department and the Tenant, or where the tenancy has been terminated either by Zagime Anishinabek or the Tenant. The Housing Department will require a copy of the key, or the access code for keyless door locks.
- 34.8.2 Where the Tenant misplaces the keys to the Unit and requires a replacement set of keys, the Housing Department will obtain a replacement set and shall charge the cost of the replacement to the Tenant; the cost shall be added to their account. A copy of the invoice shall be provided to the Tenant along with the replacement keys.

35.0 Relocation of a Unit

- 35.1 Zagime Anishinabek may authorize the relocation of a Unit for any of the following reasons:
- a) Flooding;
 - b) Health Reasons;
 - c) Conditions of the basement; or
 - d) Soil conditions.
- 35.2 Prior to considering relocation, the Housing Department shall have the Unit inspected by a building inspector, environmental health office or any other qualified personnel as required. All reports, together with the recommendations, shall be forwarded to Council for their review and consideration.
- 35.3 An alternate site for the relocation of a Unit shall conform with
- a) Medical Services water and sewer guidelines;
 - b) SaskPower, SaskEnergy and SaskTel distance requirements;
 - c) Any other legislation and/or policies of Zagime Anishinabek; and/or
 - d) Appropriate environmental conditions.

36.0 Alterations or Improvements by the Tenant

- 36.1 A Tenant shall not make any:
- a) Alterations or improvements to the Unit, except for interior painting (refer to policy item 36.2);
 - b) Alterations to any permanent object located on the property (i.e., tree removal); and
 - c) Alterations to the infrastructure related to the Unit.

- 36.2 Where the Tenant wishes to complete interior painting, they shall not do so without having received prior written approval from the Housing Department to do so. The Housing Department shall confirm, in writing, any conditions under which approval is granted for the interior painting.
- 36.3 Where the Tenant makes any Alterations or improvements to the Unit (except for interior painting, as noted) or the property on which the Unit is located the following shall apply:
- a) The Alteration or improvement is subject to removal at the cost of the Tenant and the Tenant shall be responsible to restore the Unit or property to the same condition as it was when the Tenant originally took occupancy of the Unit. Failure by the Tenant to restore the Unit/property within the timeframe established by the Housing Department is considered a breach of the Tenancy Agreement and may result in termination of occupancy; and/or
 - b) The Alteration or improvement becomes the property of Zagime Anishinabek without compensation to the Tenant.

37.0 Inspections

37.1 Inspection Reports

All inspection reports shall include:

- a) The general condition of the Unit and property;
- b) The date of the inspection;
- c) Photographs of the Unit and property on the date of the inspection; and
- d) Signature of the inspector and the Tenant (where applicable).

37.2 Regular Unit Condition Inspection

The Housing Department shall arrange for:

- a) An inspection of the Unit to confirm the condition of the Unit. The inspection shall confirm the condition of the Unit and property, to determine the need for any repairs or preventive maintenance, and to determine any repairs required due to damage willfully or negligently caused by the Tenant, other occupants, their guests, or pets; and/or
- b) An inspection where the Housing Department has reasonable grounds to believe that the Tenant is in breach of their responsibilities regarding care of the Unit. Where the inspection confirms repairs are required because of damage caused willfully or negligently by the Tenant, other occupants, their guests, or pets, the section of this policy related to *Tenant Damage* shall apply.

37.3 Move-In Inspection

37.3.1 Prior to a Tenant taking occupancy of the Unit, a move-in inspection shall be completed by a representative of the Housing Department and the Tenant on a day prior to occupancy or on another mutually agreed day.

37.3.2 The purpose of the move-in inspection is:

- a) To confirm the condition of the Unit at move-in before the Tenant takes occupancy and to be able to assess changes in the condition of the Unit when the Tenant vacates the Unit;
- b) For the landlord to review operational aspects of the Unit (e.g., heating system, plumbing, electrical, appliances) with the Tenant;
- c) For the Housing Department and Tenant to complete a Unit Condition Checklist together; and
- d) For the Tenant to obtain clarification on any issues or concerns regarding the Unit.

37.4 Move-Out Inspection

37.4.1 When tenancy is terminated, a move-out inspection and a Unit Condition Checklist shall be completed by a representative of the Housing Department and the Tenant on the day the Tenant vacates the Unit or on another mutually agreed day.

37.4.2 The purpose of the inspection is to evaluate the condition of the Unit and to determine any of the following:

- a) Any repairs required to return the Unit to a marketable condition; and
- b) Any repairs required because of damage caused willfully or negligently by the Tenant, other occupants, their guests, or pets.

37.5 Periodic Inspection – New Tenant

During the first 6 months of a tenancy, the Housing Department shall arrange for periodic inspections of the Unit with the Tenant. The purpose of the inspection shall be to review the condition of the Unit, to review operational aspects of the Unit (e.g., heating system, appliances) with the Tenant and for the Tenant to obtain clarification on any issues or concerns regarding the Unit.

37.6 Notification of an Inspection

37.6.1 The Housing Department shall provide the Tenant with at least 24 hours written notice of a planned inspection to confirm the date, time and purpose of the inspection. The notice shall be posted on the front door of the Unit.

37.6.2 The notice shall remind the Tenant of the need to be present during the inspection and that failing to participate may result in the Tenant losing the

- right to dispute charges for repairs required because of damage caused willfully or negligently by the Tenant, other occupants, their guests, or pets. The Tenant may appoint another individual to participate in the inspection on their behalf and if doing so, the Tenant shall provide the name of the other person to the Housing Department before the inspection.
- 37.6.3 The notice shall include confirmation that the Tenant can reschedule the inspection by contacting the Housing Department.
- 37.6.4 Where the Tenant and the Housing Department cannot agree upon a date and time for the inspection, the Housing Department may enter the Unit for the purposes of doing an inspection after giving the Tenant the 24 hours written notice.
- 37.6.5 Where the Tenant does not participate in the inspection or does not appoint another individual to do so, the Housing Department shall arrange to have a third party (e.g., Zagime Anishinabek staff member) participate in the inspection.
- 37.6.6 A Unit Condition Checklist form shall be completed to confirm the condition of the Unit including any deficiencies. The report shall be signed and dated by all parties.
- 37.6.7 A copy of the report shall be provided to the Tenant within 7 Calendar Days of the inspection and a copy of the report shall be placed in the Tenant's file.
- 37.6.8 Where the inspection confirms repairs are required because of damage caused willfully or negligently by the Tenant, occupants, their guests, or pets, the section in this policy related to *Tenant Damage* shall apply.
- 37.7 Vacant Unit Inspection
- 37.7.1 The Housing Department shall arrange to have inspected any Unit determined to have been left vacant by the Tenant. An inspection shall be completed and a Unit Condition Checklist report shall be completed. A copy of the report shall be placed in the former Tenant's file.
- 37.7.2 Where the inspection confirms repairs are required as a result of damage caused willfully or negligently by the Tenant, authorized occupants, their guests, or pets, the cost of such repairs shall be determined, and the Housing Department shall:
- a) Forward written confirmation to the former Tenant, where a forwarding address has been provided/is known, and demand payment of the repair costs; and/or
 - b) Prepare an invoice for the value of repairs and the finance department shall prepare an account receivable for such costs against the former Tenant.

- 37.7.3 Where the former Tenant is charged for the cost of repairs that are confirmed to be a result of damage caused willfully or negligently by the Tenant, occupants, their guests, or pets, the former Tenant shall not qualify for Zagime Anishinabek housing or housing programs until such costs have been repaid in full.
- 37.7.4 Where the Unit is determined to have been abandoned, the section of this policy related to an *Abandoned Unit* shall apply.
- 37.7.5 The Housing Department shall arrange for vacant Units to be monitored and checked at least monthly until they are no longer vacant.

37.8 Re-renting the Unit

37.8.1 General

Where the Housing Department reacquires a Unit before the Section 95 mortgage or Rent to Own Agreement has been paid in full as a result of termination of tenancy either by the Housing Department or by the Tenant, the Housing Department shall either:

- a) Carry out repairs required to bring the Unit to minimum standards and operate the Unit as a Rental Unit without a Rent to Own option. The eligibility criteria, application process, Tenancy Agreement and this housing policy shall apply; or
- b) Carry out repairs required to bring the Unit to minimum standards and offer the Unit to an eligible Rent to Own Applicant. The eligibility criteria, application process, Tenancy Agreement and this housing policy shall apply.

37.8.2 New Rent to Own Tenant – Term of the Tenancy Agreement

Where the decision is made to offer the Unit with a new Rent to Own Agreement, the term of the Rent to Own Agreement shall be the greater of the remaining amortization period of the CMHC loan for the Unit or 10 years.

SECTION H – ABSENCE FROM THE UNIT, SUBLET, TRANSFER/MOVES BETWEEN UNITS, ABANDONED UNIT AND ABANDONED PERSONAL PROPERTY, CONDEMNED UNIT

38.0 Temporary Absence from the Unit by the Tenant

A Temporary Absence is defined as an absence greater than 14 consecutive days to a maximum of 30 consecutive days and where the Tenant shall return to the Unit at the end of the Temporary Absence.

- 38.1 Where a Temporary Absence is greater than 14 consecutive days and not more than the maximum of 30 consecutive days, the Tenant shall contact the Housing Department in-person or through a telephone conversation with a representative of the Housing Department (i.e., a telephone/voice message is not acceptable) to confirm the length of their absence/intended return date.
- 38.2 During a Temporary Absence the Tenant shall be responsible to:
- a) Continue to pay all Rent and Unit costs during their absence;
 - b) Ensure heat and power to the Unit are maintained as required;
 - c) Arrange for an on-site visit at least once per week by a designated adult to ensure the Unit remains protected against the elements and the Unit and property are maintained in good order. The Tenant shall provide the Housing Department with the name and contact information for the designated adult;
 - d) Provide the designated adult caring for the Unit with their contact information (telephone and mailing address) for the period of their absence; and
 - e) Pay the cost to repair any damage (labour and material) to the Unit that may occur during their absence.
- 38.3 Where a Tenant fails to notify the Housing Department of an absence as described above, the Housing Department shall contact the Tenant and remind them of the requirement to provide notification.

39.0 Long Term Absence

- 39.1 Long Term Absence

A long-term absence is defined as a period greater than 30 consecutive days but less than 6 consecutive months and where the Tenant intends to return to the Unit at the end of the long-term absence.

39.2 Conditions for Retaining Tenancy during a Long-Term Absence

The conditions for retaining tenancy during a long-term absence are as follows:

- a) The Tenant shall remain responsible to pay all Unit costs including Rent, utilities, heat, electricity, and all other Unit services;
- b) The Tenant shall arrange for a once weekly on-site/interior visit (at least once every 7 days) and regular care of the Unit by a designated adult to ensure the Unit remains protected against the elements and the Unit and property are maintained in good order. The Tenant shall provide the Housing Department with the name and contact information for the designated adult;
- c) The Tenant shall provide the designated adult caring for the Unit with their contact information (telephone and mailing address) for the period of their absence; and
- d) The Tenant shall be responsible to pay the cost to repair any damage (labour and material) to the Unit that occurs during their absence.

39.3 Requesting Approval to Retain Tenancy

39.3.1 A Tenant may be able to retain tenancy during a long-term absence subject to having received prior written approval to do so from the Housing Board. The Tenant shall submit a written request to the Housing Department that is signed and dated and shall include the following information:

- a) The address/Unit identifier of the Unit;
- b) The duration of the long-term absence (e.g., date/month/year of both the date of departure and the return date);
- c) The name and contact information for the designated adult who will be responsible to care for the Unit; and
- d) Confirmation that the Tenant agrees to the conditions noted within this policy.

39.3.2 The Housing Department shall forward the request to the Housing Board for review/approval. The Housing Board shall review the request and confirm their decision to either approve or deny the request.

39.3.3 The Housing Board shall notify the Housing Department of their decision. Where the request is approved, the Housing Department shall notify the Tenant of the approval and confirm the conditions of the approval. Where the request is denied, the Housing Department shall contact the Tenant to confirm the reason the request was denied and the reasons the request was denied.

39.4 End of the Approved Long-Term Absence

Where the Tenant is unable to/does not return to the Unit within the period as approved by the Housing Board, the following shall apply:

- a) The Tenant may submit a written request to the Housing Department to extend the long-term absence for a specified period of time.
- b) Where the Tenant fails to request an extension, the Housing Department shall request approval from the Housing Board to issue the *Termination of Tenancy – 10-Day Notice to Vacate* as described within this policy.

39.5 Failure to Notify the Housing Department of an Absence

39.5.1 Where a Tenant fails to notify the Housing Department of an absence greater than 30 consecutive days the Tenant shall be in breach of the Tenancy Agreement and this housing policy, and the Housing Department shall take action to protect the Unit and property and/or terminate the Tenancy Agreement by requesting approval from the Housing Board to issue the *Termination of Tenancy – 10-Day Notice to Vacate* as described within this policy.

39.5.2 The Tenant shall be charged for any cost relating to securing the Unit or repairing damages.

40.0 Sublet

A Tenant has no authority to sublet the Unit. Where the Tenant does so, this is a breach of the Tenancy Agreement and the sections in this policy related to *Breach of the Tenant Agreement by the Tenant* and *Eviction and Recovery of Costs* shall apply.

41.0 Transfer/Move between Units (Change in Family Size/Disability)

41.1 Move at the Request of the Tenant

A Tenant who wishes to move to a different Unit shall be eligible to apply to move to a different Unit under the following conditions:

- a) The Tenant's household size increases; or
- b) The Tenant or a family member of the Tenant who is an authorized occupant becomes Disabled (i.e., has a physical impairment that substantially limits one or more of the major life activities of the individual, as confirmed in writing by a certified medical practitioner) and the current Unit is not suitable to accommodate the disability.

41.2 Requesting Approval for a Transfer (Tenant)

- 41.2.1 A Tenant wishing to move to a different Unit shall submit a written request to the Housing Department and the request shall include:
- a) The address of their current Unit;
 - b) The reason for the request to transfer/move to a different Unit; and
 - c) Where the request is due to a disability, shall provide written confirmation from a certified medical practitioner confirming the nature of the disability.
- 41.2.2 The Housing Department shall review the request to confirm that it meets the requirements of this housing policy and shall forward the request to the Housing Board who shall determine whether the request shall be approved, and the following shall apply:
- a) Where the Housing Board approves the request, they shall advise the Housing Department to confirm to the Tenant that their request has been approved and shall be considered with all others when a vacant Unit becomes available that will be suitable to accommodate the household. The exception shall be where the request is to accommodate a Disabled Tenant in which case the request shall be given priority when a suitable Unit becomes available; or
 - b) Where the request is denied, the Housing Department shall notify the Tenant in writing of the reason the request was denied.
- 41.2.3 Where an application for a different Unit from an existing Tenant is approved and a different Unit is offered to the Tenant, the following shall apply:
- a) The Tenant shall sign a new Tenancy Agreement;
 - b) The Tenant shall be responsible for all costs associated with the transfer/move;
 - c) The Housing Department shall complete a move-out inspection with the Tenant and the sections of this policy related to the *Move-Out Inspection* and *Tenant Damage* shall apply;
 - d) The Tenant is responsible to leave the Unit in a clean condition prior to vacating the Unit as described within the Tenancy Agreement. Where the Tenant fails to do so, and on confirmation of the Unit condition during the move-out inspection as described within this policy, the Housing Department shall arrange for cleaning of the Unit (to a standard of ordinary cleanliness) and the finance department shall prepare an account receivable for such costs against the Tenant.

42.0 Abandoned Unit

42.1 Tenant Fails to Maintain Utilities

In the event that the utilities (e.g., heat, water, gas, power) to the Unit are discontinued for any reason and such services remain discontinued for a period of 14 consecutive Calendar Days or more, the Unit shall be considered abandoned and may be reallocated according to the provisions in this policy. If there are any losses or damages to the Unit because of discontinuation of utility services, the sections of this policy related to *Tenant Damage* shall apply.

42.2 Tenant Fails to Provide Notice of Absence

42.2.1 Where a Unit is vacated for more than 30 consecutive days and where the Tenant has failed to provide notice of their absence to the Housing Department and failed to pay the monthly Rent, the Unit shall be considered abandoned by the Tenant. The Housing Department shall take all actions necessary to secure the Unit (e.g., boarding up windows to prevent damage by vandalism, enter the Unit to weatherproof during the winter season, etc.). Where this is done the finance department shall invoice the Tenant and direct finance to prepare an account receivable for the cost of the repairs (labour and materials).

42.2.2 The Housing Department shall take steps to safeguard the rights of the Tenant and shall confirm, to the best of its knowledge, that the Tenant has permanently abandoned the Unit by carrying out the following actions:

- a) Visiting the Unit on three separate occasions to attempt to contact the Tenant and being unable to do so;
- b) Making two attempts to contact the Tenant by phone or, if known, a family member of the Tenant to confirm the Tenant's intent to return to the Unit;
- c) Issuing two written notices to the Tenant by registered mail (requiring confirmation of receipt by the Tenant), to the most recent mailing address provided to the Housing Department by the Tenant. The Housing Department shall maintain evidence of receipt of the notice by the Tenant or where the mail is returned as unclaimed or undeliverable;
- d) Securely attaching the written notice to the door of the Unit. A notice attached to the door is presumed to have been legally served on the third day after it is attached;
- e) Confirming that the Tenant has failed to pay the monthly Rent; and
- f) Visiting the Unit and from an external inspection, confirming whether the Tenant's possessions remain in the Unit;

- g) Contacting neighboring occupants and obtaining written confirmation from them, as independent witnesses, to confirm that to their knowledge the Tenant has not occupied the Unit in the past 30-day period; and
 - h) Where the Housing Department confirms that the Unit has been left in an unsecure state, the Housing Department has the right to enter the Unit and secure the Unit including changing the locks.
- 42.2.3 Where the Housing Department enters the Unit, a written notice shall be left on the door of the Unit informing the Tenant that:
- a) The locks have been changed and that if the Tenant requires access, they must contact the Housing Department at the address supplied in the notice to arrange for the Housing Department to meet them at the Unit to permit entry to remove their personal property;
 - b) The Tenancy Agreement shall be terminated and the Unit shall be reallocated by Zagime Anishinabek; and
 - c) Steps shall be taken to dispose of unclaimed personal property including timeframes for same and, that Zagime Anishinabek shall not be liable for any damages or losses associated with the removal or disposal of any personal property.

43.0 Abandoned Personal Property

- 43.1 Where the former Tenant has left personal property in the Unit/on the property, the following shall apply:
- a) The Housing Department shall take a photographic inventory of the personal property; and
 - b) Contact a family member to confirm that they have 14 Working Days to collect the personal property/remove from the Unit and that failing to do so shall result in the Housing Department disposing of the personal property.
- 43.2 Where the personal property remains in the Unit after the end of the 14-Working Day period, the Housing Department shall:
- a) Remove and dispose of the former Tenant's personal property in a manner determined by the Housing Department; and
 - b) Post a notice on the front door of the Unit to notify the former Tenant that the property has been removed and disposed of and shall include contact information for the former Tenant to reimburse the Housing Department for costs related to removal of the property.

- 43.3 Where Zagime Anishinabek incurs expenses as a result of action taken as noted above, including but not limited to repairs and the cost of the disposal of the personal property, the Housing Department shall:
- a) Forward written confirmation to the former Tenant, where a forwarding address has been provided/is known, and demand payment of the repairs and other costs; and/or
 - b) Record the value of the repair costs as an accounts receivable by the finance department against the former Tenant.

44.0 Condemned Unit (Unit No Longer fit for Human Habitation)

- 44.1 Zagime Anishinabek may declare a Unit condemned in the event of one or more of the following:
- a) The Unit has been confirmed to be no longer fit for habitation;
 - b) The Unit is confirmed to pose an environmental hazard to the community, as supported by a written report from a certified inspector or Health Officer from the Public Health Agency of Canada;
 - c) The structure of the Unit or electrical system or water and sewer facilities are unsafe for use or services; and/or
 - d) The cost to renovate the Unit exceeds 25% of the replacement cost of the Unit.
- 44.2 Prior to declaring the Unit no longer fit for human habitation, the Housing Department shall arrange for one or more of the following inspections to be completed on the Unit:
- a) Building inspection;
 - b) Electrical inspection;
 - c) Environmental health and safety inspection;
 - d) Compliance inspection; and/or
 - e) Such other inspections as may be required by the Housing Department.
- 44.3 All inspections shall be undertaken by employees, agents, or such other qualified personnel as retained by Zagime Anishinabek or the by the Agency Having Jurisdiction.
- 44.4 Upon completion of the inspections, written reports along with the recommendations from each of the inspection areas shall be provided to Treasury Board for their review and consideration.

- 44.5 Where the Treasury Board confirms the Unit is no longer fit for human habitation, they shall direct the Housing Department to re-house/relocate the Tenant. Following relocation of the Tenant, the following occur:
- a) The Unit shall be demolished within 90 days unless an additional period is required in consideration of weather conditions; and
 - b) Demolition and removal of debris, and removal of any water and/or waste supply and disposal systems shall conform to the applicable building and environmental codes, Zagime Anishinabek by-laws specifying building or other standards, and any other applicable laws, by-laws, codes and regulations (i.e., National Building Code or codes related to septic systems).

SECTION I – ACCESS TO THE UNIT, INSURANCE, APPLIANCES, USE OF THE UNIT (HOME BASED BUSINESS), GARBAGE, STORAGE OF PROPERTY, FIRE/HEALTH/SAFETY REQUIREMENTS, PETS, VEHICLES, PROTECTION OF GROUNDWATER

45.0 Access to the Unit

- 45.1 The Tenant shall permit a representative of the Housing Department to enter the Unit at all reasonable times to examine the condition of the Unit.
- 45.2 The Housing Department shall not enter the Unit unless either:
- An emergency exists; or
 - The Tenant consents at the time of entry; or
 - The Tenant gives consent, not more than 30 days before the time of entry, to enter for a specific purpose; or
 - The Housing Department has given written notice of entry for a reasonable purpose not less than 24 hours before the time of entry;
 - The Housing Department is showing the Unit to prospective tenants after Zagime Anishinabek or the Tenant has provided a notice of termination of tenancy; or
 - The Housing Department has reasonable grounds to believe that a Tenant has abandoned the Unit.
- 45.3 Except in cases of emergency, the Housing Department shall enter the Unit only between the hours of 8:30 a.m. and 4:30 p.m.
- 45.4 In cases of emergency, the Housing Department or Zagime Anishinabek representative entering the Unit shall be accompanied, wherever possible, by a witness (i.e., member of Zagime Anishinabek administration, emergency responder). The Tenant shall be notified in writing of such an emergency entry and the reason(s) for such entry.
- 45.5 The Tenant shall not change (alter or add to) the locks or access to the Unit.

46.o Insurance

- 46.1 Zagime Anishinabek shall provide third party liability and building insurance on all units. Zagime Anishinabek shall be designated as the beneficiary under any such insurance policy and any insurance proceeds with regards to such policies shall be directed to Zagime Anishinabek.
- 46.2 The Tenant is responsible for obtaining and paying the cost of insurance to cover contents/personal belongings in the Unit. Zagime Anishinabek is not responsible for the contents/personal belongings of the Tenant.

47.o Appliances

All appliances in place prior to a Tenant taking occupancy and/or replaced by Zagime Anishinabek during occupancy, are the property of Zagime Anishinabek. Appliances are not to be lent, sold, traded, removed or held as collateral. The Housing Department shall prepare an invoice to the Tenant for the cost to replace any appliance that is lent, sold, traded, removed, or held as collateral and the finance department shall prepare an account receivable for such costs against the Tenant.

48.o Use of the Unit and Property/Home Based Business

- 48.1 A home-based business is an income earning enterprise that operates within the Rental Unit and/or on the Rental Unit property.
- 48.2 The Unit and property are intended to be used only for the purpose of a private family residential dwelling by the authorized Tenant and authorized occupants and the Zagime Business By-law shall apply.

49.o Garbage

- 49.1 A Tenant shall dispose of garbage in the appropriate garbage collection containers provided by the Housing Department.
- 49.2 A Tenant shall not place, leave, or permit to be placed or left on or in the Unit any material garbage which may cause a health or safety hazard within the Unit.

50.0 Storage of Property

- 50.1 A Tenant shall not store any property or plant any trees that may prevent access to the utility facilities used to service the Rental Unit.
- 50.2 Where a Tenant is located in a residential subdivision area, and water and sewer and other utility services are located in front of the Unit, the Tenant shall not store any property or park any vehicles in a manner which obstructs the water, sewer, or other utility services for the Unit.

51.0 Fire, Health and Safety Regulations

- 51.1 The Tenant shall abide by and comply with all fire and Health and Safety Standards, and all fire and health and safety laws and regulations, that are applicable to the Unit.
- 51.2 The Tenant shall not bring or permit any contaminates or noxious, dangerous, flammable, or other toxic substances to be brought into or stored within the Unit or within any property located adjacent to the Unit.

52.0 Pets and Animals

- 52.1 General
- 52.1.1 A Tenant shall be permitted to have a pet(s) within the Unit and property under the following conditions:
- a) The pet shall not damage the Unit and property;
 - b) The pet shall not create a nuisance or disturbance to neighbouring tenants;
 - c) The Tenant shall not permit the pet to run at large; and
 - d) The Tenant shall clean up after their pets.
- 52.1.2 A Tenant who owns livestock shall abide by and comply with all applicable laws, including all distance requirements as set out in the Medical Services Environmental Health Standards policy and other related legislation and bylaws.
- 52.1.3 A Tenant shall be liable for all losses or damages that may be caused to the Unit by their pets or animals, and the section of this policy dealing with *Tenant Damage* shall apply. Further, a Tenant shall be fully responsible for any liability associated with any claims or actions for personal Injury or

property damage arising from or in any way attributable to their pets or animals.

52.2 Dangerous Pet

52.2.1 A dangerous pet is defined as an animal that is kept in the Unit or on the property by the Tenant or an authorized occupant which has:

- a) Demonstrated behaviour that threatens the health and safety of the public; and/or
- b) At least on one occasion, worried, attacked, injured, or killed a person, pet, livestock, or any other animal, or that is for any other reason determined to be a risk to any person, pet, livestock, or any other animal.

52.2.2 Where the Housing Department provides written notice to the Tenant that a pet is considered to be dangerous. The notice shall confirm:

- a) The behaviour that has demonstrated that the pet is considered dangerous and the date the behaviour was reported;
- b) That the Tenant shall permanently remove the pet from the Unit or property within a time frame set out in the notice; and
- c) That failure to remove the pet as described within the written notice shall result in Zagime Anishinabek taking the necessary steps to remove the pet from the Unit or requesting approval from the Housing Board to the *Termination of Tenancy – 10-Day Notice to Vacate* as described in this policy.

53.0 Vehicles

53.1 All Vehicles

All vehicles shall be parked within the area associated with the Unit property (i.e., not parked on side yards, public roadways or other Zagime Anishinabek lands).

53.2 Storage of Abandoned Vehicles - Village Subdivision

The Tenant shall not store abandoned vehicles within the village subdivision, blocking water or sewage utilities.

53.3 Storage of Abandoned Vehicles - Rural Units

All abandoned vehicles and any property associated with abandoned vehicles shall be stored a minimum of fifty (50) meters from any Unit or any well, sewage discharge system, or any utility lines which may be used to service the Unit.

54.0 Protection of Groundwater and Septic Fields

- 54.1 The Tenant shall be responsible to ensure that groundwater and septic fields are not contaminated or jeopardized (by, for example, unauthorized digging, spillage of contaminants, driving on septic fields, storage of vehicles or machinery, or hazardous/toxic materials.)
- 54.2 The Housing Department shall provide the Tenant with a yard map which confirms the location of the septic field.

SECTION J – RENT TO OWN UNITS

This section applies to Section 95 Rental Units where the Tenant has a Rent to Own Agreement (i.e., the option to enter into a land usage agreement and occupancy rights for the Unit, excluding ownership of the property which remains with Zagime Anishinabek). The Rent to Own option applies where the Tenant has signed Rent to Own Agreement with Zagime Anishinabek confirming that the Rent to Own option is available (subject to the Tenant meeting the conditions of the agreement).

55.0 Exercising the Rent to Own Option

55.1 Conditions for Exercising the Rent to Own Option

Zagime Anishinabek may offer, and the Tenant may exercise, the Rent to Own option (i.e., to enter into a land usage agreement and occupancy rights for the Unit, excluding ownership of the property which remains with Zagime Anishinabek) under the following conditions:

- a) The Tenant has met the minimum requirement for continued occupancy of the Unit;
- b) The Rent and all related Unit costs are paid as required;
- c) The Tenant has no Arrears or outstanding accounts or payments owing to Zagime Anishinabek;
- d) There are no outstanding Tenancy Agreement violations; and
- e) The Tenant is a Member and is entitled to own a residential Unit on Zagime Anishinabek land.

55.2 Housing Department Responsibilities

Subject to all the terms and conditions for exercising the Rent to Own option having been met, the Housing Department shall have provided a written notice to the Tenant that they may be eligible to exercise the Rent to Own option and the date that the option may be exercised. The notice will include a request for the Tenant to meet with the Housing Department to review the financial and physical responsibilities of the Tenant once the option is exercised (e.g., the annual average cost of insurance, maintenance and repairs). A copy of the information provided at the meeting between the Tenant and the Housing Department shall be provided to the Tenant and a copy shall be retained on file.

56.0 Exercising the Rent to Own Option

56.1 Tenant Responsibilities

Following the meeting with the Housing Department, the Tenant shall confirm their wish to exercise the Rent to Own option by delivering to the Housing Department a written notice of intent to do so. The notice shall include:

- a) A statement which confirms the Tenant's intent to exercise the Rent to Own option and the date they wish to exercise the option;
- b) Clear identification of the Unit;
- c) Payment of the amount required by Zagime Anishinabek to transfer ownership; and
- d) The request signed by the Tenant and dated.

56.2 Issuing the Certificate of Homeownership

- 56.2.1 A Certificate of Homeownership is provided to acknowledge the land usage agreement and occupancy rights for the Unit, excluding ownership of the property which remains with Zagime Anishinabek (i.e., no Certificate of Possession will be issued).
- 56.2.2 A Certificate of Homeownership may not be transferred or sold without the written permission of Zagime Anishinabek Council.
- 56.2.3 In order for Zagime Anishinabek to issue a Certificate of Homeownership to the Tenant, the Housing Department shall confirm eligibility including, but not limited to confirmation as of the date of the transfer request that:
 - a) The Tenant has met the minimum requirement for continued occupancy of the Unit;
 - b) The Rent and all related housing costs are paid as required;
 - c) The Tenant has no Arrears or outstanding accounts or payments owing to Zagime Anishinabek;
 - d) There are no outstanding Tenancy Agreement violations; and
 - e) The Tenant is a Member of Zagime Anishinabek and is entitled to hold a Certificate of Homeownership on Zagime Anishinabek land.
- 56.2.4 After the Housing Department has confirmed that the Unit and Tenant are eligible, the Housing Department shall submit a request to Treasury Board to issue a Certificate of Homeownership to the Tenant.
- 56.2.5 Where Treasury Board approves the request, a Band Council Resolution shall be issued for the Certificate of Homeownership. Treasury Board shall direct the Housing Department to arrange for this to be issued to the Tenant.
- 56.2.6 Where Treasury Board denies the request, they shall provide details on why the request was denied and what action, if any, can be taken by the Tenant to obtain approval to exercise the Rent to Own option.

56.3 Responsibilities of Zagime Anishinabek and the Tenant (Homeowner)

56.3.1 After the Certificate of Homeownership has been issued the following shall apply:

- a) The Tenancy Agreement shall terminate;
- b) Zagime Anishinabek shall have no further interest in the Unit;
- c) The homeowner shall be responsible for all costs associated with the Unit including but not limited to maintenance, repairs and insurance; and
- d) Zagime Anishinabek shall have no further obligation to insure the Unit.

57.0 Transferability of the Option to Own

The option to own is only transferable upon the death of the Tenant and such transfer is subject to approval from Treasury Board. Upon the death of a Tenant, Treasury Board shall consider the wishes of the Tenant, as confirmed in their written instructions, in recognition of the Provisional Federal Rules set out in the Family Homes on Reserves and Matrimonial Interests or Rights Act. Refer to the section of this policy on *Death of a Tenant – Rent to Own Unit*.

SECTION K - MARITAL BREAKDOWN, DEATH OF A TENANT

58.0 Marital Breakdown

58.1 General

Where a Tenant has been in a conjugal relationship (i.e., a married couple or common-law partnership where both Spouses have cohabitated for at least one (1) year) and that relationship has ended, the following shall apply with respect to occupancy of the Unit:

- a) As a general rule, the Unit shall be allocated to the party who has either through agreement between parties or through Court Order, been awarded primary custody of any dependent children of the marriage or relationship, provided that either the custodial parent or children are Members;
- b) If the parties have been awarded joint custody of the dependent children, then the parties shall forward a written statement to the Housing Department indicating which party will remain in the Unit; and
- c) If joint custody is awarded and the parties are unable to agree among themselves as to occupancy of the Unit, the section of this policy related to *Resolution of Complaints/Disputes* shall apply.

58.2 Two Zagime Anishinabek Member Tenants

58.2.1 Where both Tenants and Spouses are Members and both reside on a permanent basis in the Unit, either Tenant may remain in the Unit. Zagime Anishinabek shall encourage the Tenant(s) to resolve the decision regarding who shall occupy the Unit. Zagime Anishinabek shall follow the terms of a separation agreement or a divorce settlement. In the absence of either a separation agreement or a divorce settlement, the decision as to who remains shall be determined by the courts and Zagime Anishinabek shall abide by that decision.

58.2.2 Where there are dependent children in the Unit, the Unit shall be allocated to the party who has either through agreement between parties or through Court Order, been awarded primary custody of any dependent children of the relationship.

58.2.3 Zagime Anishinabek may offer to sign a new Tenancy Agreement with the remaining Tenant if the remaining Tenant is in good financial standing with Zagime Anishinabek (no outstanding payments on housing accounts with Zagime Anishinabek).

58.3 One Zagime Anishinabek Member Tenant and One Non-Member Tenant

Where one of the Tenants and Spouses in a Unit is a Member of Zagime Anishinabek and the other is not and the non-Member is to remain in the Unit, the following shall apply:

- a) Where the non-Member is the guardian of any dependent children living in the Unit, whether the children are Members or not, the non-Member may remain in the Unit until such time as the dependent children are no longer living in the Unit, and a new Tenancy Agreement shall be required to be executed with the non-Member; or
- b) Where there are no dependent children living in the Unit, the non-Member may remain in the Rental Unit for a period of up to one-hundred and eighty (180) days or until the end of any interest granted by a Court, whichever is sooner. At the end of the 180-day period or upon the expiration of the interest granted by the Court, Zagime Anishinabek may issue a notice to terminate the tenancy/occupancy in accordance with the Provisional Federal Rules set out in the *Family Homes on Reserves and Matrimonial Interests or Rights Act*, and Zagime Anishinabek shall then make the Unit available for offer to another eligible Tenant as confirmed within this policy.

59.0 Death of a Tenant

59.1 The Unit is owned by Zagime Anishinabek and is not owned by the deceased Tenant. Therefore, no member of the Tenant's immediate or extended family or dependents have a right to possess or occupy the Unit.

59.2 If a Tenant dies during the term of the Tenancy Agreement and there is no other Tenant on the Tenancy Agreement, the Tenancy Agreement automatically terminates and occupancy of the Unit, excluding personal effects of the deceased Tenant and authorized occupants as contained in the Tenancy Agreement, reverts to Zagime Anishinabek within thirty (30) days from the date of the Tenant's death unless there is a surviving Spouse or immediate family member who lives in the Unit on a permanent basis, in which case:

59.2.1 If the surviving Spouse/family member is a non-Member, the policy in section 58.3 shall apply as if they were a Tenant and Spouse;

- 59.2.2 If the surviving Spouse/family member is a Member, the policy in section 58.2 shall apply as if they were a Tenant and Spouse; and
- 59.2.3 Where policy items 58.2 and 58.3 do not apply and a member of the Tenant's family was residing in the Unit at the time of the Tenant's death and that family member wishes to remain in the Unit, Zagime Anishinabek shall:
- a) Permit the family member to remain in the Unit under the following conditions:
 - i. The deceased Tenants' rental account was in good standing (i.e., did not have any outstanding liabilities owing to Zagime Anishinabek with respect to their Unit or any units previously occupied by the Tenant), or satisfactory arrangements are made by the surviving Spouse or family member to cure the default within a period of sixty (60) Calendar Days following the death of the original Tenant; and
 - ii. The family member meets the eligibility criteria for a Unit as outlined in the section of this policy outlining the *Eligibility Criteria*.
 - b) Where the person does not meet the criteria noted above, Zagime Anishinabek may permit the person to remain in the Unit for up to one-hundred and eighty (180) days after the death of the Tenant. At which point Zagime Anishinabek and shall make the Unit available to another eligible Tenant as confirmed within this policy.
- 59.3 In the event of the death of a Tenant, if policy item 59.2 does not apply, the Housing Department shall provide written notice to immediate family members that they shall have sixty (60) Working Days to remove the belongings of the Tenant from the Unit. Where there are unclaimed possessions in the Unit, section **Error! Reference source not found.** in this policy related to *Abandoned Personal Property* shall apply.
- 59.4 Once the deceased Tenant's Unit is vacant, the Housing Department shall make the Unit available to another eligible Applicant in accordance with this policy.



Treasury Board Chairperson



Date