

# Chippewas of Kettle & Stony Point First Nation Housing Program



## Rental Housing Policy

Approved by Chief & Council: September 7<sup>th</sup>, 2020

**Chippewas of Kettle & Stony Point First Nation  
Rental Housing Program  
Policy & Procedures**

Effective Date: September 7, 2020

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## SECTION I – MANDATE, THE HOUSING POLICY, OWNERSHIP, APPLICATION OF THE POLICY, DEFINITIONS

### 1.0 Mission Statement

The Kettle & Stony Point Housing Program (the Housing Program) has been established to assist community members in need of new housing, home enhancements, and management of current housing stock. The Housing Program shall ensure that Kettle & Stony Point First Nation members have access to safe, affordable and healthy living accommodations within the Kettle & Stony Point First Nation community. This shall be accomplished through various housing options including rental, homeownership and construction advisory programs.

### 2.0 Mandate

The mandate of the CKSPFN Housing Program; under the direction of the Committee, the Housing Program is responsible for the administration and management of all the First Nation's CMHC rental units, Band Rental Units, Capital Loans, RBC/BMO mortgages, and Collections.

### 3.0 Definitions

**Arrears** means where the band member/tenant does not make the payment when it is due, or only a partial payment is made, the payment account is considered in arrears.

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

**Certificate of Possession** or **CP** means the document assigning the right of possession of property situated within Chippewas of Kettle & Stony Point First Nation lands to a Chippewas of Kettle & Stony Point First Nation member.

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

**Community** or **the community** means Chippewas of Kettle & Stony Point First Nation.

**Council** means the Chippewas of Kettle & Stony Point First Nation Chief and Council.



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**Health and safety standards** means the minimum requirements for housing that are related to public health as defined in the Ontario Ministry of Health Public Health Act and safety and structural efficiency as defined in the Ontario Building Code.

**Housing Program** means the Kettle & Stony Point Housing Program. The Housing Program is responsible for the administration, management and enforcement of the housing policy and the day-to-day delivery and administration activities related to the rental housing portfolio.

**Housing Director** means the individual responsible for the delivery and administration of KSP housing programs and services.

**In good standing** means the tenant has no outstanding payments with Chippewas of Kettle & Stony Point First Nation.

**KSP** means the Chippewas of Kettle & Stony Point First Nation.

**Member** means a member of the Chippewas of Kettle & Stony Point First Nation whose name appears on Chippewas of Kettle & Stony Point First Nation membership list.

**Replacement reserve** means the fund that is used to cover the cost of replacing capital items to ensure the units are kept at an acceptable standard.

**Rental/rent to own lease agreement** means a written agreement between KSP and a tenant which describes the rights and obligations of each party with respect to the CMHC rental unit.

**Tenant** means all persons aged 18 and older who have signed an agreement with KSP to occupy a rental unit.

**Unit** means the rental unit occupied by the tenant.

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

Words used in the singular within this policy shall include the plural and vice versa.

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#### **4.0 The Housing Policy**

The housing policy is a tool to enhance the delivery and management of housing programs and services in Chippewas of Kettle & Stony Point First Nation. The housing policy is a set of guidelines that have been approved by the Housing Program to confirm how housing will be managed, and to confirm the roles and responsibilities of Kettle & Stony Point First Nation (KSP) and the tenants.

This housing policy shall guide the delivery and administration of rental housing to ensure rental housing is made available to members in a fair and equitable manner.

All aspects of this housing policy apply equally to rental units with a rent to own option, except where otherwise noted.

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

#### **5.0 Purpose of the Housing Policy**

The purpose of the rental housing policy is to:

- a) Provide a set of standards for the delivery of housing programs and services; and
- b) Outline authority and responsibility for the management of houses and services related to CMHC rental housing and Band Owned rental housing.

#### **6.0 Housing Policy Objectives**

The objectives of the rental housing policy are to:

- a) Address the need and demand for housing by allocating rental housing in a fair and equitable manner; and
- b) Protect and extend the life of rental housing by applying and enforcing maintenance, repair, inspection and insurance policies; and
- c) Share the responsibility for rental housing between KSP and the tenant.

#### **7.0 Rental Housing**

7.1 CMHC Rental Housing- The purpose of the CMHC rental housing program for KSP is to provide members with rental accommodation that meets health, safety and minimum property standards.

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The rental units include apartment units and single-family homes. KSP constructed these units using KSP resources, funding from Indigenous and Northern Affairs Canada (INAC) and through Canada Mortgage and Housing Corporation's (CMHC) Section 95 housing program.

For these units, KSP enters into an operating agreement with CMHC. Under this agreement CMHC provides KSP with a monthly subsidy to assist with mortgage repayment and on-going operating costs (e.g. loan repayment, maintenance, repairs, insurance and other services) until the mortgage is paid in full. In return KSP is responsible to make monthly payments to repay the loan.

The member who has signed a rental/rent to own lease agreement occupies the unit as a tenant and pays rent to help cover the unit operating costs. KSP, who is the landlord, provides a subsidy from own source revenues to cover the difference between rental revenue from the tenant and the CMHC subsidy (which is available until the mortgage is paid in full).

7.2 Band Owned Rental Units- The purpose of the Band Owned rental housing program for KSP is to provide members with rental accommodation that meets health, safety and minimum property standards.

## **8.0 Ownership of Rental Units**

Rental units are owned by the Chippewas of Kettle & Stony Point First Nation Housing Program and the tenant has no right of possession. It is the prerogative of KSP to retain ownership of the unit in perpetuity (i.e. permanently) or, for a tenant who has signed a rental/rent to own lease agreement with a rent to own option, to transfer ownership to that eligible tenant.

The tenant with a rent to own option may be eligible to acquire ownership rights to the unit after the Section 95 mortgage has been paid in full and, where the tenant has met all of the conditions of the rental/rent to own lease agreement.

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## **SECTION II – POLICY ADMINISTRATION, AMENDMENTS, ROLES AND RESPONSIBILITIES, APPEALS**

### **9.0 Policy Administration**

This policy applies to:

- All existing and future rental housing units located within Chippewas of Kettle & Stony Point First Nation land; and
- All individuals who have made or shall make an application for rental housing within Chippewas of Kettle & Stony Point First Nation land; and
- All individuals currently occupying a rental unit.

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

### **10.0 Amendments to the Housing Policy**

- 10.1 On an annual basis, the Housing Director shall present proposed policy amendments to the Housing Program for approval. Amendments shall be approved by the Housing Program Committee. Approved amendments shall be posted at the Housing Program Office, the Administration Office and on the KSP website for a minimum of 30 days. The decision of the Housing Program shall be final.
- 10.2 The Housing Program 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 Housing Program 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.

<b>Amendment Number</b>	<b>Approval Date</b>	<b>Description</b>

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- 10.3 The policy, including the amendments, shall be available to members at the KSP office. Where the policy amendment is a change that impacts the tenant, they shall be notified of the change through a separate written notice within 30 working days of policy approval. Where the policy amendment relates to a rent increase, the Housing Program shall notify the tenant in writing a minimum of 90 days prior to the effective date of the rent increase.
- 10.4 In the event of a conflict between the current KSP housing policy and an earlier edition of a KSP housing policy, the most current KSP housing policy shall prevail.
- 10.5 Any matter contained herein this housing policy that conflicts with agreements not considered by this housing policy or any other KSP law, bylaw or policy, shall be decided individually by the Housing Program with leave for an appeal under the procedures set out in the appeals section of this policy.

**11.0 Roles and Responsibilities**

11.1 Chief and Council

Chief and Council is responsible to:

- a) Oversee planning and community strategies; and
- b) Support housing policy enforcement.

11.2 Housing Program

The Housing Program is responsible to:

- a) Approve housing plans related to the delivery and administration of the rental housing program; and
- b) Approve all budgets related to the delivery and administration of the rental housing program; and
- c) Fulfill legal and financial obligations to government and institutions; and
- d) Approve housing policies, agreements, by-laws and related regulations; and
- e) Support housing policy enforcement.

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11.3 Committee

11.4 Housing Director

The key responsibilities of the Housing Director are to:

- a) Deliver and administer the rental housing program by implementing and enforcing the program policy; and
- b) Review and approve applications for rental housing to ensure completeness and eligibility; and
- c) Carry out or oversee repairs and maintenance that are the responsibility of KSP in a cost-effective manner; and
- d) Monitor the effectiveness of housing policies and programs; and
- e) Recommend changes in policy as needed and review housing goals and priorities annually; and
- f) Provide timely and accurate information to the Housing Program; and
- g) Prepare annual and other reports as required; and
- h) Plan and carry out community meetings on housing programs or services; and
- i) Provide information and counselling for tenants who require assistance in understanding and assuming their housing responsibilities.

11.5 Tenant

The key responsibilities of the tenant are to:

- a) Sign a rental/rent to own lease agreement and meet the conditions of the agreement which include, but are not limited to, arranging for a transfer of utilities (e.g. natural gas and/or propane, electric) for the unit prior to occupancy, making monthly rent payments, paying other housing charges as required, correcting tenant damage and keeping the unit and property free of health and safety hazards; and
- b) Carry out maintenance and repairs as detailed in the rental/rent to own lease agreement and/or notify the Housing Director of any required maintenance or repairs that are the responsibility of KSP; and
- c) Inform the Housing Director of all planned absences from the unit; and
- d) Not interfere with or unreasonably disturb a neighbouring occupant and not jeopardize the health or safety or lawful right of a neighbouring occupant or KSP.

## **12.0 Appeals**

All tenants have the right to appeal a housing decision made by the Housing Committee or the Housing Director. Appeals can be submitted in writing to the Housing Director who will forward the appeal to the next Housing Committee Meeting. First Nation members must appeal within 10 days from the date of notification of the Final Eviction Notice. Appeals must

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be delivered to the Housing Department in writing to the Housing Director. The Housing Director will then add the appeal on the agenda for the next Housing Committee Meeting. If a meeting is not scheduled within the following two weeks the Housing Director will call for a special meeting to deal with the appeal. The Housing Committee will review the First Nation members position and the original decision. The First Nation member will be permitted to attend the meeting to present his/her position to the Housing Committee members. The First Nation member will only be allowed in the meeting for the time needed to make the presentation and will be required to leave immediately afterwards.

All decisions made by the Committee are final.

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**SECTION III – ELIGIBILITY CRITERIA, APPLICATION PROCESS,  
PRIORITY FOR HOUSING, OFFER OF A UNIT**

**13.0 Eligibility Criteria**

In order to be eligible for rental housing an applicant shall meet the following criteria:

- a) An applicant shall be a registered member of Chippewas of Kettle & Stony Point First Nation according to the Chippewas of Kettle & Stony Point First Nation membership list. Where an applicant is a couple, at least one person (who would sign the rental/rent to own lease agreement) shall be a registered member; and
- b) An applicant shall be 18 years of age or older; and
- c) An applicant shall provide written verification of income for all persons 18 years of age and older. Income verification shall be provided as follows:
  - i. The three most recent consecutive pay stubs; or
  - ii. For an individual in receipt of Ontario Works (OW) or Ontario Disability Support Program (ODSP) benefits, written confirmation from the Social Services Program manager 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 months' pension or income benefit payment slip.

The total household income must be sufficient to cover the monthly rent and other housing expenses that will apply to the unit.

- d) Where an applicant is applying for a single family home, they shall provide written confirmation from Hydro One or their current hydro provider that they have an account in good standing. For an applicant with no current responsibility for a hydro account, confirmation that there are no arrears on a previous hydro account; and
- e) An applicant shall provide a written reference from their most recent landlord that confirms compliance with the tenancy agreement (e.g. no violations where notice to correct or vacate was issued) for a consecutive 12 month period. An applicant with a history of non-compliance shall not be eligible. Where a formal tenancy agreement is not in place the applicant shall provide a written character reference from a reliable source (i.e. an employer); and
- f) An applicant shall confirm that there are no arrears or outstanding payments on accounts (e.g. housing/rent payments, loans or other services) with KSP. The applicant shall provide written confirmation to confirm no arrears on accounts and shall submit this confirmation with the completed application.



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## **14.0 Application Process**

### **14.1 Availability of a Rental Unit**

- 14.1.1 The Housing Director shall post notification confirming when a rental unit becomes available. The posting shall be made on the KSP website and Facebook and in the community newsletter.
- 14.1.2 Applications shall be accepted for the available unit only within the period noted in the posting of unit availability and only for the posted available unit.

### **14.2 Submitting an Application**

A completed application shall be submitted to the Housing Program. The application is to be submitted by mail or by hand. An application submitted by hand shall be delivered to the KSP Housing Program Office.

### **14.3 Receipt and Review of an Application**

- 14.3.1 An application shall be received at the Housing Program Office and shall be dated, time stamped and initialed by reception on the date of receipt. The application shall be passed to the Housing Program.
- 14.3.2 Within five (5) working days of receipt of the application, the Housing Director shall:
  - a) Review the application to confirm it is complete and includes all of the required information and to confirm eligibility according to the housing policy; and
  - b) Contact the applicant by phone at the number provided in the application to seek clarification on the information and/or to confirm receipt of the eligible application.
- 14.3.3 The Housing Director shall destroy the applications and related information after each posting.

### **14.4 Incomplete or Ineligible Application**

The Housing Director shall return an incomplete application to the applicant along with confirmation of the reason for the return of the application. Where an application is incomplete the Housing Director shall confirm the information that is required and shall confirm the deadline to resubmit the completed application.

### **14.5 Disposal of Applications**

Where the decision is made to dispose of applications, the Housing Director shall:

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- a) Prepare a list of the approved applications being disposed of (to confirm an applicants' interest in applying for rental housing) and;
- b) Arrange to dispose of such applications in a secure manner (e.g. shredding).

### **15.0 Tenant Selection Criteria – Priority for Rental Housing**

The Housing Director shall complete an assessment for each eligible application to determine priority for rental housing. Priority is determined based on consideration of family size, current living conditions and other conditions as established by KSP. The results of the assessment shall be considered for each application within the group of applicants for the available unit(s).

### **16.0 Offer of a Unit**

- 16.1 After the Housing Director has confirmed selection of a tenant, they shall prepare a formal letter of offer for the applicant. The Housing Director shall contact the applicant by phone and/or in writing, using the contact information provided in the application within five (5) working days of being selected to confirm the offer and confirm the deadline to formally accept the offer.
- 16.2 The applicant shall have five (5) working days from the date the letter of offer is delivered to confirm acceptance of the offer (for example, where a letter of offer is delivered on May 1, the applicant shall return the completed letter of offer by end of business on May 7). Failure by the applicant to confirm acceptance within 5 days shall result in the application being cancelled and the unit awarded to the next eligible/priority applicant.

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## **SECTION IV – RENT TO OWN UNITS**

All aspects of this housing policy apply equally to rental units with a rent to own option, except where otherwise noted.

### **17.0 Rent to Own Units**

- 17.1 Rent to own units are owned by KSP and the tenant has no right of possession. It is the prerogative of KSP to retain ownership of the rent to own unit in perpetuity (i.e. permanently) or, to transfer ownership to an eligible tenant.
- 17.2 Where KSP has designated a unit as rent to own and when the Section 95 mortgage has been paid in full, the tenant may exercise the option to own the unit. KSP shall permit the option to own to be exercised only where the tenant has met all of the terms and conditions required to exercise that option.

### **18.0 Exercising the Rent to Own Option**

- 18.1 Conditions for Exercising the Rent to Own Option – KSP Offers the Unit for Sale

The Housing Program may offer and the tenant may exercise the option to own (i.e. to acquire ownership of the rental premises) under the following conditions:

  - 18.1.1 The Section 95 mortgage loan has been paid in full and the CMHC Operating Agreement related to the unit has been terminated; and
  - 18.1.2 The rent and all related costs are paid to date; and
  - 18.1.3 The tenant has no arrears or outstanding payments on accounts with Chippewas of Kettle & Stony Point First Nation.
- 18.2 Housing Director Responsibilities

Subject to all the terms and conditions of the rental/rent to own lease agreement having been met, the Housing Director shall have provided a written notice to the tenant that they may be eligible to exercise the rent to own option at the end of the amortization period. The notice will include a request for the tenant to meet with the Housing Director to review the terms and conditions that shall be met in order to exercise the rent to own option and to confirm the financial and physical responsibilities of the tenant once the option is exercised (e.g. the annual average cost of insurance, maintenance and repairs).

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## **19.0 Exercising the Rent to Own Option**

### **19.1 Tenant Responsibilities**

The tenant shall confirm their wish to exercise the rent to own option by delivering to the Housing Director 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
- b) Clear identification of the unit; and
- c) The request will be signed by the tenant and dated.

### **19.2 Housing Director Responsibilities**

19.2.1 In all cases the following requirements shall be met in order for KSP to issue a Certificate of Possession to the tenant:

- a) The Housing Director shall complete a review of the account history to confirm eligibility of the unit and the tenant including, but not limited to, a rent reconciliation and confirmation that there are no outstanding rental/rent to own lease agreement violations; and
- b) The Housing Director shall confirm that the Section 95 mortgage loan has been paid in full and the tenant's account has been paid as required (no rental arrears or other associated debts); and
- c) The tenant being issued the Certificate of Possession shall be a member of the Chippewas of Kettle & Stony Point First Nation/entitled to hold a Certificate of Possession on Chippewas of Kettle & Stony Point First Nation land.

### **19.3 Issuing the Certificate of Possession**

19.3.1 After the Housing Director has confirmed that the unit and tenant are eligible, the Housing Director shall submit a request to the Housing Program to recommend the transfer of ownership of the unit to the tenant. The Housing Director shall submit a request to KSP Lands Department for the transfer of the parcel of land to the tenant.

19.3.2 The Housing Program shall review the information provided by the Housing Director and, if the request to transfer ownership is recommended, the request shall be submitted to Chief and Council for approval. Chief and Council shall issue a Band Council Resolution for a Certificate of Homeownership and land ownership. Council shall direct the Housing Director to issue same to the tenant subject to the tenant meeting the requirements of the Certificate of Possession.

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19.3.3 The Housing Director shall release the damage deposit to the tenant less any costs incurred by KSP related to repairs or tenant damage within 30 days of termination of the rental/rent to own lease agreement.

19.4 Responsibilities of KSP and the Homeowner

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

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

## **20.0 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 the Housing Program. Upon death of a tenant, the Housing Program 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 policy on *Death of a Tenant – Rent to Own Unit*.

## **21.0 Survivorship**

- 21.1 In event that a tenant (i.e. a person who has signed a rent to own lease agreement for the unit) dies during the term of the agreement, the Provisional Federal Rules set out in the Family Homes on Reserves and Matrimonial Interests or Rights Act shall apply.
- 21.2 The Committee shall consider the wishes of the deceased tenant (where the deceased tenant has prepared written instructions such as a will or other acceptable form of notice, signed, dated and witnessed) to confirm their wishes or, where there is no will, the wishes of the deceased tenants' family members in recognition of the Provisional Federal Rules set out in the Family Homes on Reserves and Matrimonial Interests or Rights Act. KSP has no obligation to transfer tenant to the heir or other person. Refer to the policy on *Death of a Tenant – Rent to Own*.
- 21.3 In event that a tenant dies during the term of the agreement and there is no will naming an heir or there is no family member wishing to assume tenancy, the policy related to *Death of a Tenant – Rent to Own* shall apply.

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## **22.0 Reacquired Rent to Own Unit**

### **22.1 KSP Responsibilities**

Where KSP reacquires a Section 95 rent to own unit before the Section 95 mortgage has been paid in full as a result of termination of tenancy either by the Housing Program or by the tenant, the Housing Program reserves the right to:

- a) Carry out repairs required to bring the unit to minimum standards and operate the unit as a rental unit without an option to own. The eligibility criteria, application process, rental/rent to own lease agreement and the rental 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, rental/rent to own lease agreement and this housing policy shall apply; or
- c) Remove the unit from the Section 95 portfolio (i.e. pay the outstanding mortgage loan balance and relinquish any remaining CMHC subsidy) where an analysis of costs confirms this is the most cost effective option.

### **22.2 New Rent to Own Tenant – Loan Term**

Where KSP approves an applicant who meets the rent to own eligibility requirements as noted within this policy the applicant shall be required to execute a rental/rent to own lease agreement. The term for the agreement shall be the greater of the remaining amortization period of the mortgage loan for the unit or five (5) years.

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## **SECTION V – RENTAL/RENT TO OWN LEASE AGREEMENT, DAMAGE DEPOSIT, RESPONSIBILITIES PRIOR TO OCCUPANCY**

### **23.0 Rental/Rent to Own Lease Agreement**

#### 23.1 Administration of the Rental/Rent to Own Lease Agreement

- 23.1.1 The rental/rent to own lease agreement (the agreement) is administered according to the terms outlined in the agreement, this housing policy and the applicable Chippewas of Kettle & Stony Point First Nation laws and regulations.
- 23.1.2 The agreement shall be a month to month agreement for the first six (6) months of occupancy and then shall convert to an annual agreement.

#### 23.2 Signing of the Agreement

- 23.2.1 Prior to occupancy a representative of the Housing Program shall complete an in-person meeting with the tenant to explain all aspects of the rental housing program and the agreement. The representative shall review the responsibilities of KSP, all rules imposed on the tenant, charges payable by the tenant and, consequences for breach of the agreement and/or the housing policy. A record of this meeting shall be made and signed by both the representative and the tenant; a copy shall be provided to the tenant and the original retained on the tenant file.
- 23.2.2 The agreement shall be signed and each page initialled by both the representative of the Housing Program and the tenant prior to the tenant taking occupancy of the unit. The tenant shall be provided with a copy of the agreement.
- 23.2.3 As a condition of signing the agreement, the tenant shall provide payment of the first month's rent and the damage deposit.

### **24.0 Last Months' Rent (Security Deposit)**

- 24.1 The tenant shall provide KSP with the equivalent of one months' rent (last months' rent) to the Housing Program as a condition of signing the rent to own lease agreement.

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- 24.2 On termination of the rental/rent to own lease agreement the last months' rent less any costs incurred by the Housing Program related to costs to repair tenant damage or other loss incurred by the Housing Program shall be reimbursed by the Housing Program to the tenant by cheque within 15 days of termination of the agreement.
- 24.3 The last months' rent may be applied toward last month's rent only where the tenant has received approval from the Housing Director to do so.

## **25.0 Responsibilities Prior to Occupancy**

### **25.1 Housing Program Responsibilities**

Prior to occupancy the Housing Program is responsible to:

- a) Ensure that the unit is in move in condition (in a clean condition without outstanding repairs or maintenance); and
- b) Complete a move in inspection with the tenant; and
- c) Meet with the tenant to review and sign the rental/rent to own lease agreement and provide a copy of the agreement to the tenant; and
- d) Meet with the tenant to review roles and responsibilities, review and provide a copy of the Maintenance and Repair Checklist, provide information on the requirements for monthly rent payments (e.g. collection policy, consequences for non-payment) and confirm options for tenant counselling and support; and
- e) Provide a copy of the rental program tenant handbook and any by-laws, Chippewas of Kettle & Stony Point First Nation rules and regulations that relate to the unit; and
- f) For a tenant in receipt of OW or ODSP benefits, confirm the process to have the shelter allowance transferred to cover the monthly rent payment.

### **25.2 Tenant Responsibilities**

Prior to occupancy the tenant is responsible to:

- a) Meet with a representative of the Housing Program to sign the rental/rent to own lease agreement; and
- b) Pay the first month's rent and last month' rent; and
- c) Complete a move in inspection with the Housing Program; and
- d) Where a tenant is in receipt of Ontario Works or Ontario Disability Support Program benefits, confirm that the required forms have been submitted to transfer the shelter allowance to cover the rent payment.



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**SECTION VI – AUTHORIZED OCCUPANTS, GUESTS, UNAUTHORIZED  
OCCUPANTS, MOVE AT THE REQUEST OF THE TENANT, OVER-  
HOUSED HOUSEHOLDS**

**26.0 Authorized Occupants**

26.1 Authorized Occupants

- 26.1.1 Only occupants listed in the rental/rent to own lease agreement signed by the tenant and KSP are authorized to occupy the unit.
- 26.1.2 The tenant shall provide verification of household composition (number of persons occupying the unit) when requested to do so by the Housing Program.
- 26.1.3 Where the tenant wishes to have an additional occupant who is not listed in the agreement live permanently in the unit they shall make a written request to the Housing Program. The request shall provide detail on the additional person including age and gender. Submission of such a request does not guarantee approval.
- 26.1.4 Where the Housing Program approves the request, the rental/rent to own lease agreement shall be amended to include the additional occupant. The amendment shall be initialed and dated by the Housing Program and the tenant.
- 26.1.5 Where the tenant fails to request approval from the Housing Program to allow an additional occupant, or, where the Housing Program has denied the request and the tenant permits an unauthorized occupant to remain in the unit, this shall be a breach of the agreement and the Housing Program reserves the right to terminate the rental/rent to own lease agreement and have the tenant and all occupants vacate the premises.

26.2 Guests

- 26.2.1 A tenant shall be permitted to allow a guest (a person who is not listed as an occupant in the rental/rent to own lease agreement) to occupy the unit on a temporary basis not to exceed 30 consecutive days.
- 26.2.2 Where the tenant wishes for the guest to remain longer than 30 consecutive days, the tenant shall submit a written request to the Housing Program requesting approval to do so. The following shall apply:
  - a) Where the Housing Program approves the request the additional period of temporary occupancy by the guest shall be confirmed in writing by the

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Housing Program and this period shall not be exceeded. The tenant shall be responsible for the conduct of their guest which must be in accordance with the terms of the rental/rent to own lease agreement and this housing policy; and/or

- b) Where the Housing Program denies the request they shall notify the tenant in writing and the *Authorized Occupants* policy shall apply.

## **27.0 Unauthorized Occupants**

- 27.1 Where an unauthorized person has taken occupancy of a unit, with or without the knowledge of the current or a vacating authorized tenant, the Housing Program shall provide written notice to the unauthorized occupant to vacate the premises. The notice shall include:
  - a) The date the notice is being sent; and
  - b) The unauthorized occupant's name (if known); and
  - c) The address of the premises concerned; and
  - d) The date and time the unauthorized occupant is required to vacate the unit; and
  - e) Consequences if the unauthorized occupant fails to vacate the unit by the date noted in the notice.
- 27.2 The notice shall be delivered to the occupant either:
  - a) By hand to an adult person (18 years of age or older) living in 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.
- 27.3 The unauthorized occupant shall vacate the unit by the end of the notice period provided for in the notice to vacate the premises. If the unauthorized occupant does not vacate the unit at the required date defined in the notice to vacate the premises, KSP may request an Order of Possession from the courts. On receipt of the Order, KSP may request assistance from the Sheriff to serve this order on the unauthorized occupant and remove the unauthorized occupant and their belongings.
- 27.4 Any personal property left by the unauthorized occupant in the unit shall be dealt with as authorized within the order of possession (disposal or sale of abandoned goods). The section of within this policy relating to *Abandoned Personal Property* shall apply.

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## **28.0 Move at the Request of the Tenant**

- 28.1 A tenant who wishes to move to an alternate unit as a result of an increase or decrease in the household size/approved number of occupants shall submit an application to the Housing Program as outlined within this policy. The tenant's application for an alternate unit shall be considered equally with all others. In order to be eligible the tenant may not be in breach of their agreement or the housing policy and all eligibility criteria as noted within this policy shall apply.
- 28.2 Where an application for an alternate unit for an existing tenant is approved, the existing tenant shall sign a new rental/rent to own lease agreement and be responsible for all costs associated with the transfer to the alternate rental unit.

## **29.0 Over-Housed Households – Rental Units without an Option to Own**

- 29.1 Where the number of occupants in the unit equals fewer persons than the number of bedrooms required according to the Canadian National Occupancy Standards definition, this means that the household is over-housed. The Canadian National Occupancy Standards (CNOS) assesses the bedroom requirements of a household based on the following criteria:
- a) There should be no more than 2 persons per bedroom; and
  - b) Children less than 5 years of age of different sexes may reasonably share a bedroom; and
  - c) Children 5 years of age or older of opposite sex should have separate bedrooms; and
  - 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.
- 29.2 Where the household is over-housed according to the CNOS and where a unit that better suits the household size is available, the Housing Program may transfer the tenant to an alternate unit.
- 29.3 The Housing Program shall contact the tenant to discuss transferring the tenant and arrange a home visit to confirm the process to transfer/relocate the tenant to an alternate unit which shall include:
- a) Where the transfer/relocation is at the request of the Housing Program, The Housing Program shall pay relocation costs of the contents of the home (excluding any vehicles, or recreational vehicles to a maximum amount of

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- \$500.00. In such cases, the section of the policy related to *Moving Out – Vacating a Unit* shall apply; and
- b) The tenant(s) shall sign a new rental lease agreement for the replacement unit.

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**SECTION VII – RENT, OTHER HOUSING CHARGES, PAYMENT OF RENT, RENT ARREARS AND COLLECTION PROCESS, REPAYMENT AGREEMENT**

**30.0 Rent Rates**

30.1 Rent Rate – KSP Member

KSP subsidizes the monthly rent for registered members of KSP. A tenant that is a KSP member shall pay monthly rent at a rate determined by the Housing Program in consideration of unit operating costs such as loan repayment/recovery of construction costs, insurance, maintenance and repairs. The rent rate payable for the unit shall be provided to the tenant. The rent rate payable for the unit shall be provided to the tenant.

30.2 Rent Rate – Non- KSP Member

The rental rate for a non- KSP member shall be established by the Housing Program in consideration of operating costs (i.e. loan repayment/recovery of construction costs, insurance, maintenance and repairs and other costs associated with operating the unit). The rent rate payable for the unit shall be provided to the tenant.

**31.0 Other Housing Charges & Services**

31.1 Tenant Responsibilities

A tenant is responsible to pay for the connection, usage payments and disconnection of all charges for natural gas and/or propane, electric, water and sewer, telephone, cable, internet and other services or any other amenities to which the tenant may subscribe or install, unless otherwise indicated in the rental/rent to own lease agreement. KSP is not responsible for any unpaid or terminated services.

31.2 KSP Responsibilities

KSP will provide garbage pick-up and waste disposal (as applicable) and water services. The tenant shall provide payment to the KSP public services department for this service.

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### **32.0 Rent Increases**

- 32.1 There shall be no rent increase during the first year of a rental/rent to own lease agreement.
- 32.2 After the first year of a rental/rent to own lease agreement, KSP may increase the rent once every 12 months.
- 32.3 The Housing Program shall give the tenant written notice of a rent increase of three full tenancy months prior to the effective date of the increase.

### **33.0 Payment of Rent**

- 33.1 Due Date of Rent Payment

The rent payment (the payment) is due to be made by the tenant to KSP on the first day of each month.
- 33.2 Methods of Rent Payment
  - 33.2.1 Cash, Debit, Visa®

The rent payment (the payment) can be made by cash, debit or Visa. Cash payments are to be made to the Chippewas of Kettle & Stony Point First Nation finance department; a receipt shall be issued for all cash transactions.
  - 33.2.2 Pre-Authorized Payment System

Where a tenant is an employee of KSP, either full-time, part-time, contract and/or seasonal, the tenant may enter into a pre-authorized payment system (e.g. payroll deduction) agreement with KSP to have their rent payment deducted from their pay. Monies deducted from payroll on behalf of a tenant for payments are detailed on each payroll direct deposit slip and shall be posted to the tenant's account.
  - 33.2.3 Ontario Works/Ontario Disability Support Payments

Where a tenant is eligible to receive OW or ODSP, the tenant will pay the rent to the Housing Program by cash, debit, Visa or a pre-authorized payment system or, have OW/ODSP pay rent to the Housing Program.

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33.3 Statement of Rent Payments

The finance department shall provide the tenant with a written statement of account confirming rent payments received and/or payable for the previous calendar year.

**34.0 Rent Arrears and Collection Process**

34.1 Account in Arrears

The rent payment (the payment) is due to be paid by the tenant to KSP on the first day of each month. Where the tenant does not make the payment when it is due, or only a partial payment is made, the payment is considered in arrears unless payment is being made by payroll deduction (i.e. paid bi-weekly) or through Ontario Works.

34.2 Tenant Counselling

The Housing Director is available to meet with a tenant, at any time, to offer counselling as it relates to the payment/financial obligations on their rental account.

34.3 Collection Process – First Notice

Where the tenant fails to make the rent payment (the payment) as required, a first notice shall be sent to the tenant by the 7<sup>th</sup> working day of the first month that the payment is missed or if only a partial payment is received. For example, for a payment due on March 1, a first notice would be sent March 9 or if this falls on a weekend, the next working day. The following shall apply:

- a) The notice shall remind the tenant that the account is in arrears and shall confirm the amount of the arrears. The notice shall confirm that the tenant must pay the payment arrears in full or meet with Housing Director and enter into a repayment agreement to pay the arrears within a mutually agreed upon period of time. The notice shall include contact information for the Housing Director; and
- b) The notice shall confirm that if the tenant enters into a repayment agreement, a minimum of 15% of the payment arrears must be paid by the tenant when the agreement is entered into. In such cases, the section of the policy related to *Repayment Agreement* shall apply; and
- c) The notice shall confirm that failing to pay the arrears or enter into a repayment agreement shall result in eviction; and
- d) In an effort to resolve the arrears, the Housing Director shall make every effort to contact the tenant by telephone at least once within the first week after the first notice is delivered.

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34.4 Collection Process – Second Notice

- 34.4.1 If, on the 17<sup>th</sup> working day of the first month the account is still in arrears and the tenant has neither paid the arrears in full nor entered into a repayment agreement, a second notice shall be sent to the tenant (i.e. where the first notice was sent on March 9 the second notice shall be sent on March 23 or if this falls on a weekend, the next working day). The notice shall include:
- a) The date the notice is being sent; and
  - b) The tenant's name(s); and
  - c) The address of the premises concerned; and
  - d) Confirmation that the tenant has ten (10) working days (i.e. where the notice is sent on March 23, by end of day April 6, or if this falls on a weekend, the next working day) to either:
    - Pay the previous months' rent plus the current months' rent in full; or
    - Enter into a repayment agreement as noted in this policy.

The Housing Director shall make every effort to contact the tenant by telephone and/or in person at least once after the second notice is delivered.

34.5 End of Tenancy Notice

- 34.5.1 Where the tenant fails to pay the arrears in full or enter into a repayment agreement at the end of the second notice period, the Housing Director shall issue the End of Tenancy Notice to the tenant. The notice shall include:
- a) The date the notice is being sent; and
  - b) The tenant's name(s); and
  - c) The address of the premises concerned; and
  - d) Confirmation that the tenant has five (5) working days (i.e. where the deadline from the previous notice was April 6, by April 16, or if this falls on a weekend, the next working day) to pay the previous and current months' rent (i.e. March and April rental payments) in full by cash, debit or Visa. The notice shall confirm that a repayment agreement shall not be accepted; and
  - a) Confirmation that failing to correct the breach will result in the Housing Program proceeding with Eviction as noted within this policy. A copy of the section of the policies related to *Eviction* and *Recovery of Costs*, as included within this policy, shall be sent with the notice.
- 34.5.2 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; or



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- b) By securely fastening the notice to the front door of the rental unit with a third-party as witness to the delivery of the notice; or
- c) By ordinary or registered mail.

The Housing Director shall make every effort to contact the tenant by telephone and/or in person at least twice after the notice is delivered.

34.5.3 Where the tenant fails to correct the breach as confirmed within the notice, the policy related to *Eviction Final Notice* shall apply.

#### 34.6 Right to Appeal

The tenant has the right to appeal the End of Tenancy Notice as described within the *Appeals* section of this policy.

### 35.0 Repayment Agreement

- 35.1 Where a tenant is in arrears of their rent payment, the Housing Director can temporarily stop the collection process where the tenant enters into a repayment agreement to repay the arrears. The Housing Director shall strive to establish a repayment agreement that does not create a financial hardship for the tenant but is a reasonable contribution towards the amount owing.
- 35.2 The repayment agreement shall include the amount of each payment installment and the date the payment is due. Where such an agreement is entered into the tenant shall pay a minimum of 15% of the account arrears by cash, debit or Visa on the date the agreement is entered into. The repayment agreement shall be signed by the tenant and the Housing Director. The tenant shall be provided with one copy of the signed agreement and the original shall be kept on the tenant file.
- 35.3 Where the tenant fails to honour the repayment agreement, the Housing Director shall restart the arrears and collection process at the *End of Tenancy Notice* stage, as noted in this policy, immediately after an arrears payment is not made as agreed. A repayment agreement shall not be accepted after this point.

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**SECTION VIII – BREACH OF THE AGREEMENT BY THE  
TENANT/TERMINATION OF TENANCY BY KSP, TERMINATION OF  
TENANCY BY THE TENANT**

**36.0 Breach of the Agreement by the Tenant (Other than Rent Arrears): KSP Gives Notice to Terminate Tenancy**

For breach of the rental/rent to own lease agreement due to payment arrears (e.g. non-payment of rent), the notice processes and timeframes as noted within *Payment of Rent* and *Payment Collection Process* within this policy shall apply.

For all other instances where the tenant has committed a breach of the rental/rent to own lease agreement, the following shall apply:

**36.1 Breach of the Agreement by the Tenant**

- 36.1.1 KSP may terminate tenancy/evict where the tenant has committed a breach of the rental/rent to own lease agreement including but not limited to the following:
- a) A tenant has allowed unauthorized occupants to reside in the unit; or
  - b) A tenant or a person permitted on the property by the tenant has either:
    - i. Significantly interfered with or unreasonably disturbed another occupant or KSP (i.e. disturbances on an ongoing basis); or
    - ii. Seriously jeopardized the health or safety or lawful right of another occupant or KSP; or
    - iii. Put the property at significant risk.
  - c) A tenant or their guest(s) has engaged in illegal activity that has, or is likely to:
    - i. Damage the property/unit; or
    - ii. Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or KSP; or
    - iii. Jeopardize a lawful right or interest of another occupant or KSP.
  - d) A tenant, their guest(s) or their pets have damaged the unit either willfully or negligently; or
  - e) A tenant has transferred occupancy or sublet the unit; or
  - f) A tenant has used the premises for other than residential purposes; or
  - g) A tenant with a rent to own lease agreement has failed to provide KSP with confirmation of comprehensive liability insurance coverage for the unit.

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36.2 Eviction – Damage or Alteration to an Essential Service

Where the Housing Director has confirmed and can demonstrate that the tenant or their guest(s) have committed damage to or altered, or caused to have altered, any aspect of an essential service to or within the unit (e.g. natural gas, electricity, heat, water or sewer), the Housing Director shall issue an Eviction Notice (10 day notice to vacate) as described within this policy. The first and second notice and end of tenancy notices noted within this policy shall **not** apply. The policies related to *Eviction* and *Recovery of Costs* shall apply.

36.3 Breach of the Rental/Rent to Own Lease Agreement – First Notice

A first notice shall be sent to the tenant by the 7<sup>th</sup> working day of the month after confirmation of the breach. For example, where the breach was confirmed on March 1, a first notice shall be sent on March 9 or if this falls on a weekend, the next working day. The following shall apply:

- a) The notice shall confirm the nature of the breach of the rental/rent to own lease agreement and confirm what is required for the tenant to correct the breach to the satisfaction of the Housing Director or, that the tenant shall contact the Housing Director to confirm how the breach shall be corrected. The notice shall include contact information for the Housing Director; and
- b) The notice shall confirm that failure to resolve the breach to the satisfaction of the Housing Director shall result in eviction; and
- c) In an effort to resolve the breach, the Housing Director shall also make every effort to contact the tenant by telephone at least once within the first week after the first notice is delivered.

36.4 Breach of the Rental/Rent to Own Lease Agreement – Second Notice

36.4.1 If, on the 17<sup>th</sup> working day of the first month that the breach was confirmed, the tenant has neither corrected the breach to the satisfaction of the Housing Director nor contacted the Housing Director to confirm how the breach will be corrected, a second notice shall be sent to the tenant (i.e. where the first notice was sent on March 9, the second notice shall be sent on March 23 or if this falls on a weekend, the next working day). The notice shall include:

- a) The date the notice is being sent; and
- b) The tenant's name(s); and
- c) The address of the premises concerned; and
- d) Confirmation that the tenant has ten (10) working days (i.e. where the notice is sent on March 23, by the end of day April 6, or if this falls on a weekend, the next working day) to correct the breach to the satisfaction

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of the Housing Director or to contact the Housing Director to confirm how the breach shall be corrected; and

- e) The Housing Director shall make every effort to contact the tenant by telephone and/or in person at least once after the second notice is delivered.

### 36.5 End of Tenancy Notice

36.5.1 Where the tenant has neither corrected the breach to the satisfaction of the Housing Director nor contacted the Housing Director to confirm how the breach shall be corrected, the Housing Director shall issue an End of Tenancy Notice to the tenant. The notice shall include:

- a) The date the notice is being sent; and
- b) The tenant's name(s); and
- c) The address of the premises concerned; and
- d) Confirmation that the tenant has five (5) working days (i.e. where the deadline from the previous notice was April 6, by April 16, or if this falls on a weekend, the next working day) to correct the breach to the satisfaction of the Housing Director or contact the Housing Director to confirm how the breach shall be corrected; and
- e) Confirmation that failing to correct the breach as noted within the notice shall result in the Housing Director proceeding with Eviction as noted within this policy. A copy of the section of the policies related to *Eviction* and *Recovery of Costs*, as included within this policy, shall be sent with the notice.

36.5.2 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 property; 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; or
- c) By ordinary or registered mail.

The Housing Director shall make every effort to contact the tenant by telephone and/or in person at least twice after the notice is delivered.

36.5.3 Where the tenant fails to correct the breach as confirmed within the notice, the policy related to *Eviction Final Notice* shall apply.

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**36.6 Right to Appeal**

The tenant has the right to appeal the End of Tenancy Notice as described within the *Appeals* section of this policy.

**37.0 Tenant Gives Notice to Terminate Tenancy**

37.1 The tenant may terminate tenancy (terminate the rental/rent to own lease agreement) by giving the Housing Program at least one full rental month of notice before the date they shall terminate tenancy. For example where a tenant wishes to vacate on during the month of March, a notice given before March 1<sup>st</sup> shall be effective March 31<sup>st</sup>; a notice given after March 1<sup>st</sup> shall be effective April 1<sup>st</sup> and the tenant shall be responsible for rent and all other costs for the month of April.

37.2 The notice shall confirm: the address of the unit, the date that the tenant shall vacate the unit, and shall be dated and signed by the tenant(s) who signed the rental/rent to own lease agreement. The notice to terminate tenancy shall be delivered in person to the Housing Program or by mail (either ordinary or registered). If mailed, the notice will be considered delivered five full days after it is mailed.

37.3 Notwithstanding the above, the tenant and KSP can agree to mutually terminate the rental/rent to own lease agreement at any time.

37.4 In such cases, the policy related to *Moving Out – Vacating a Unit* shall apply.

37.5 Where the agreement being terminated includes an option to own, the option to own will be terminated without any compensation due to the tenant. Neither the former tenant, nor their heirs nor their estate will have any claim to the unit.

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## **SECTION IX – EVICTION, VACATING THE UNIT, RECOVERY OF COSTS**

### **38.0 Eviction – 10 Day Notice to Vacate**

- 38.1 Where, after the end of the notice period included in the End of Tenancy Notice the tenant has not resolved the breach of the rental/rent to own agreement (the agreement), the Housing Director shall issue the Eviction notice. The Housing Director shall have evidence of written notices and documented efforts to meet with the tenant and counsel them on the consequences of failing to resolve the breach of the agreement and shall be able to demonstrate that the policy was applied and due diligence was conducted.
- 38.2 The Housing Director shall issue the 10 day Notice to Vacate to the tenant. The notice shall include:
- a) The date the notice is being sent; and
  - b) The tenant’s name(s); and
  - c) The address of the premises concerned; and
  - d) Details of the cause for termination of the agreement that have amounted to a breach of the agreement; and
  - e) Confirmation of the date and time that the tenant is required to vacate the unit (i.e. ten (10) calendar days); and
  - f) Confirmation that the decision of the Housing Director is final (i.e. the Eviction notice is not voidable and the tenant may not appeal the decision); and
  - g) A copy of the *Moving Out – Vacating the Unit* policy shall be included with the notice.
- 38.3 The notice 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 rental unit with a third-party as witness to the delivery of the notice; and/or
  - c) By ordinary or registered mail.
- 38.4 The Housing Director shall notify the Housing Program Committee, the First Nations Manager and Chief and Council that this action is being taken.
- 38.5 Where the agreement being terminated includes an option to own, the option to own will be terminated without any compensation due to the tenant. Neither the former tenant, nor their heirs nor their estate will have any claim to the unit.

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## **39.0 Moving Out - Vacating the Unit**

### **39.1 Vacating the Unit**

- 39.1.1 The tenant shall vacate the unit by 1:00 p.m. on the last day of tenancy. The tenant is responsible to remove all personal belongings from the unit and the property associated with the unit.
- 39.1.2 Where the tenant fails to vacate the unit by 1:00 p.m. on the last day of tenancy, the tenant may be responsible for costs incurred by the Housing Program related to their failure to vacate the unit including but not limited to: costs to accommodate an incoming tenant, storage of the new tenants' belongings until they are able to move it and compensation for loss of rental income.
- 39.1.3 Within 24 hours of the tenant vacating the unit, the Housing Director 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.
- 39.1.4 The move in inspection report or the most recent unit assessment report signed by the tenant and the Housing Program shall be compared against the move-out inspection report. The Housing Program shall charge the tenant for any damage to the unit, beyond normal wear and tear, that can be demonstrated through comparison of the two reports.
- 39.1.5 Any personal property left by the vacating tenant in the unit shall be dealt with as confirmed within the *Abandoned Personal Property* policy.

### **39.2 Move-Out Tenant Cleaning**

- 39.2.1 The tenant is responsible to leave the unit in a clean condition prior to vacating the unit as described within the rental/rent to own lease agreement.
- 39.2.2 Where the tenant fails to clean the unit as required, and on confirmation of the unit condition during the move-out unit assessment as described within this policy, the Housing Program shall arrange for cleaning of the unit (to a standard of ordinary cleanliness). The Housing Program shall notify the tenant in writing of the amount of the costs to clean the unit. Where the tenant fails to leave the unit in a clean condition, the policy related to *Recovery of Costs* shall apply.

### **39.3 Keys to the Unit**

The tenant shall return all keys to the unit to the Housing Program within the deadline established by the Housing Program. Where the keys are not returned, the cost of rekeying the unit will be charged to the former tenant.

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**39.4 Tenant Fails to Vacate the Unit**

If the tenant does not vacate the unit at the date defined in the notice to terminate tenancy, the Housing Program may apply to the courts to obtain an Order of Possession authorizing KSP to remove the tenant and their belongings. KSP may request assistance from the Sheriff to serve the order on the tenant.

**39.5 Move-Out Inspection**

39.5.1 Within 24 hours of the tenant vacating the unit, the Housing Director shall arrange a move-out inspection to evaluate the condition of the unit and the *Move Out Inspection* policy shall apply.

39.5.2 The Housing Program shall charge the tenant for any damage to the unit, beyond normal wear and tear, that can be demonstrated through comparison of move in and/or the most recent unit assessment report and move-out inspection reports.

39.5.3 Any personal property left by the vacating tenant in the unit shall be dealt with as authorized within the Order of Possession (disposal or sale of abandoned goods). The policy relating to *Abandoned Personal Property* shall apply.

**40.0 Recovery of Costs**

40.1 The tenant shall be held responsible for payment arrears and other accounts and costs as required under the terms and conditions of the rental/rent to own lease agreement. Upon End of Tenancy, the Housing Program may apply to the courts to recover any costs incurred as a result of enforcing the order of possession. The Housing Program finance department shall prepare an accounts receivable against the tenant for such costs.

40.2 The tenant shall pay interest on any monies paid by KSP as a result of the tenants' breach of any terms of the rental/rent to own lease agreement at the rate of 12% per annum, calculated annually.



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**SECTION X – INSURANCE, ACCESS TO THE UNIT, MAINTENANCE AND REPAIRS, RENOVATIONS, APPLIANCES, LOCKS, ALTERATIONS, INSPECTIONS**

**41.0 Insurance**

**41.1 Building Insurance – Damage Caused by Fire or Other Acts of Nature**

The Housing Program shall maintain building insurance for the unit to cover damage to the structure caused by fire, lightning or other acts of nature. The tenant shall not do, omit to do, or permit anything to be done, which may render void any policy of insurance on the premises. The Housing Program shall be designated as the beneficiary and any insurance proceeds with regard to this policy shall be paid to the Housing Program.

**41.2 Tenant's/Content Insurance**

The tenant is responsible for obtaining and paying the cost of insurance to cover contents/personal belongings. The Housing Program is not responsible for the contents/personal belongings of the tenant.

**41.3 Liability Insurance**

**41.3.1 Rental Units**

The Housing Program shall provide third party liability insurance against claims for personal injury, death or property damage occurring on or about the premises.

**41.3.2 Rental Units with an Option to Own**

The following shall apply for a tenant with a rent to own lease agreement:

- a) The tenant shall, on an annual basis, obtain comprehensive liability insurance against claims for personal injury, death or property damage occurring on or about the premises to a minimum limit of \$1 million; and
- b) The insurance policy shall include a cancellation clause/endorsement to confirm that where the insurance provider cancels the tenants' insurance policy, the insurance provider shall give thirty (30) days written notice of the cancellation to the Housing Program. A copy of the insurance policy shall be forwarded to the Housing Director within 10 days of obtaining/renewing the policy; and

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- c) The tenant shall not do, omit to do, or permit anything to be done, which may render void any policy of insurance on the premises; and
- d) Where the tenant fails to provide confirmation of the comprehensive liability insurance coverage, this is a breach of the rent to own lease agreement and the policy related to.

#### **42.0 Access to the Unit**

- 42.1 The tenant shall permit a representative of the Housing Program to enter the unit at all reasonable times after giving proper notice stating the date, time and reason for the entry.
- 42.2 The Housing Program shall not enter the unit unless:
  - a) An emergency exists and the entry is necessary to protect life or property; or
  - b) The tenant consents at the time of entry; or
  - c) The tenant has received the written notice at least 24 hours before the time of entry (i.e. for the Housing Program to complete a unit inspection, to carry out repairs); or
  - d) The Housing Program has a Court Order to access the unit; or
  - e) The Housing Program is showing the unit to prospective tenants after the tenant has provided a notice of End of Tenancy; or
  - f) The Housing Program has reasonable grounds to believe that a tenant has abandoned the unit.
- 42.3 Where proper notice has been given to the tenant, the Housing Program shall enter the unit whether or not the tenant is home.
- 42.4 Except in cases of emergency, the Housing Program shall enter the unit only between the hours of 8:00 a.m. and 4:30 p.m. unless the tenant agrees otherwise.
- 42.5 In cases of emergency, the Housing Program representative entering the unit shall be accompanied wherever possible by a witness (i.e. member of KSP administration, emergency responder, police, fire or paramedic). The tenant shall be notified in writing of such an emergency entry and the reason(s) for such entry.
- 42.6 Changing of the locks can only be done with the mutual agreement of the Housing Program and the tenant, or where the Housing Program has a court order to do so.

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## **43.0 Maintenance and Repairs**

### **43.1 Tenant Responsibilities**

- 43.1.1 The tenant is responsible to keep the unit in a condition that meets reasonable health, cleanliness and sanitary standards as confirmed in the rental/rent to own lease agreement.
- 43.1.2 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. This shall include hazardous/flammable materials (e.g. oil, gas anti-freeze, derelict vehicles or other equipment).
- 43.1.3 The tenant is responsible to ensure that the smoke and carbon monoxide detector(s) are in operational order, including batteries, or to contact the Housing Director immediately (within 24 hours) when the equipment is not operational. The tenant is not to remove the smoke and carbon monoxide detectors.
- 43.1.4 The tenant is responsible for minor repair and replacements as confirmed in the rental/rent to own lease agreement.
- 43.1.5 Where the unit is a single detached home or a duplex unit the tenant shall be responsible to care for any area of the residential property that is for the tenants' exclusive use (i.e. maintain the lawn and shrubbery, snow removal from sidewalks and driveways).
- 43.1.6 The tenant is responsible to immediately report to the Housing Director any accident, break or defect in water, heating or electrical systems, or in any part of the home and its equipment in general.
- 43.1.7 Where the tenant fails to report the need for maintenance and repairs and the item requiring repair deteriorates so that it is no longer functioning/affects health and safety, this shall be considered tenant damage/neglect and the policy related to *Tenant Damage* shall apply.
- 43.1.8 The withholding of the monthly rental/rent to own payment by the tenant until maintenance or repairs are completed is not justification for withholding the monthly payment. Where the tenant fails to make the rental/rent to own payment as required, this is grounds for Termination of Tenancy as described within this policy.

### **43.2 Emergency Repairs**

- 43.2.1 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; and/or

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- b) Any item that presents a hazard to the immediate health or safety of the tenant including a defective lock which would allow entry to the unit without a key; and/or
    - c) Any item required to prevent the loss of an essential service.
  - 43.2.2 The Housing Director shall provide the tenant with a 24 hour emergency contact number to report emergency repairs.
  - 43.2.3 The tenant shall notify the Housing Director by phone to confirm an emergency repair. The Housing Director shall make every reasonable effort to respond to emergency repairs within 24 hours of receiving notice from the tenant.
  - 43.2.4 The Housing Director shall arrange for an inspection to confirm the eligibility and nature of the emergency repair and arrange for the work to be completed.
  - 43.2.5 Where emergency repairs are confirmed by an inspection to be a result of willful, negligent or accidental damage which has been caused by the tenant, their guests or their pets the Housing Director shall arrange to have the repairs completed and shall demand payment of the repair costs from the tenant as described with the *Tenant Damage* section of this policy.
- 43.3 Housing Program Responsibilities
  - 43.3.1 The Housing Program is responsible to maintain the premises in a good state of repair, to carry out preventative repairs and maintenance, to comply with health and safety standards and to extend the useful life of the unit.
  - 43.3.2 The Housing Program 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 or repair is required on a component that is original to the home at the time of occupancy; or
    - b) The component has reached the end of its serviceable life; or
    - c) The maintenance or repair is confirmed to be related to normal wear and tear (i.e. damage that naturally and inevitably occurs as a result of normal wear or aging).
- 43.4 Rental Tenant - Requesting Maintenance and Repairs
  - 43.4.1 Where a tenant in a rental unit is requesting maintenance or repairs, the tenant shall contact the Housing Director in writing or by phone to confirm the nature of the repairs.
  - 43.4.2 The Housing Director shall review the request from the tenant and shall confirm if the repair request is eligible/the responsibility of the Housing Program according to the terms of the rental lease agreement.

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- 43.4.3 Where the Housing Director approves the request, they shall request an inspection by the Southern First Nations Secretariat (the Secretariat). The Housing Program shall contact the tenant to schedule a day and time to inspect the unit and assess the repair request.
- 43.5 Rent to Own Tenant - Requesting Maintenance and Repairs
- 43.5.1 Where a tenant in a rent to own unit is requesting maintenance or repairs the tenant shall contact the Housing Department in writing or by phone (only in the case of an emergency) to confirm the nature of the repairs.
- 43.5.2 The Housing Director shall review the request from the tenant and shall confirm if the repairs requested are eligible/the responsibility of the Housing Program according to the terms of the rent to own lease agreement.
- 43.5.3 Where the Housing Director approves the request for repairs, they shall contact the Southern First Nations Secretariat (the Secretariat). The Secretariat shall contact the tenant to schedule a day and time to assess the repair request.
- 43.6 Reviewing the Inspection/Prioritizing Maintenance and Repairs
- 43.6.1 The Secretariat shall conduct an inspection of the unit to:
- a) Determine the scope of the maintenance or repair item(s); and
  - b) Whether the repairs are within the capabilities of the Housing Program or if the work is to be contracted out to other qualified contractors (e.g. electrical, mechanical and plumbing systems).
- The Secretariat shall provide the inspection report to the Housing Director.
- 43.6.2 The Housing Director shall review the inspection report to:
- a) Confirm the eligibility of the work being requested; and
  - b) Confirm whether the repairs are required as a result of normal wear and tear or are a result of damage by the tenant, their guests or their pets as defined within this policy. Where repairs are a result of tenant damage the policy related to *Tenant Damage* shall apply.
- 43.6.3 The Housing Director shall prioritize all eligible requests for maintenance and repairs in order as follows and as funding allows:
- a) Emergency repairs; or
  - b) Non-emergency minor repairs or maintenance related to health and safety. 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; or
  - c) Non-urgent minor repairs or maintenance for all other items; or
  - d) Major repairs.

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43.7 Completing Maintenance and Repairs – All Units

- 43.7.1 Where the maintenance or repairs are confirmed to be eligible, the Housing Director shall contact the tenant to schedule a time for the repairs to be completed.
- 43.7.2 All maintenance and repair work overseen or carried out by the Housing Program shall meet or exceed the requirements of the Ontario Building Code, KSP by-laws specifying building or other standards, and any other by-laws, codes and regulations applicable to the project. All maintenance and repairs shall be inspected by KSP or by the agency having jurisdiction.
- 43.7.3 The Housing Program shall keep record of all maintenance and repairs carried out on a unit including response time, reason for the repair, date of repair work, repair items and costs.

43.8 Completing Maintenance and Repairs – Rent to Own Units

In addition to the approach for completing maintenance and repairs for all units, for a tenant in a rent to own unit, should the Housing Director fail to carry out eligible maintenance/repairs within 60 days of receipt written request/notification from the tenant, the tenant shall have the option to complete the maintenance/repairs or, to obtain quotes from 2 contractors of their choice to complete the work the following shall apply:

43.8.1 Tenant Wishes to Complete the Maintenance or Repairs

Where the tenant wishes to complete the maintenance or repairs, the policy related to *Alterations, Additions or Improvements by the Tenant* shall apply.

43.8.2 Tenant Wishes to Hire a Contractor to Complete the Maintenance or Repairs

43.8.1 Where the tenant wishes to hire a contractor to complete the maintenance or repairs, the tenant shall obtain and provide the two quotes to the Housing Director in order to obtain written approval from the Housing Program prior to the work being carried out. The Housing Program shall provide written confirmation of approval of the work to the tenant within 20 working days of receiving the quotes from the tenant.

43.8.2 Where the work is carried out by a contractor, the following shall apply:

- a) The Housing Program shall sign and manage the contract, including arranging for inspections where required, and shall issue payment to the contractor on receipt of the information noted below; and

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- b) The tenant shall provide the Housing Program with all plans and blueprints (if applicable); and
- c) The tenant shall provide the Housing Program with copies of all invoices.

43.8.3 Where the work is carried out by a contractor, the Housing Program shall not be liable for indirect or inconsequential damages or damages for personal discomfort or illness, such as but not limited to, loss of heat, hydro or water, due to delays in making the repair or for any delay which is beyond the Housing Program's control.

#### 43.9 Replacement Reserve

43.9.1 A replacement reserve fund shall be maintained by KSP for the duration of the CMHC Operating Agreement for replacement of capital items that are original (included at loan commitment) components, services, facilities or equipment of the unit. Capital items may include major building components (e.g. roof, exterior walls/windows/doors, foundation) and major building services (e.g. heating, hot water and septic tanks, kitchen and bathroom facilities).

43.9.2 Where the Housing Director confirms that a capital item on an original component is to be replaced, and where there are sufficient funds within the replacement reserve, the capital item shall be replaced with a mid-grade component that meets the requirements as set out in the CMHC Operating Agreement.

43.9.3 Items that are still operational or have not met their generally accepted useful life expectancy due to improper or negligent care shall not be considered for replacement with replacement reserve funds.

#### 43.10 Maintenance and Repair Contracts

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

### **44.0 Appliances**

All appliances in place prior to a tenant taking occupancy are the property of the Housing Program. Appliances are not to be lent, sold, traded, removed or held as collateral. The cost of any appliance that is sold, traded or removed shall be charged to the tenant.

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#### **45.0 Locks**

- 45.1 Both the tenant and the Housing Program shall have a key to the unit.
- 45.2 The lock to the unit shall be changed where:
  - a) The Housing Program and the tenant mutually agree; or
  - b) The tenant has changed the lock without notifying the Housing Program; or
  - c) The tenant has vacated the unit; or
  - d) The Housing Program has confirmed that the unit has been abandoned by the tenant.
- 45.3 Where the tenant misplaces the key to the unit or, where the tenant requests an additional set of keys to the unit, the Housing Program shall charge the tenant for the key (the rate for replacement key shall be posted in the Housing Program).

#### **46.0 Alterations, Additions or Improvements by the Tenant**

- 46.1 A tenant shall not make any alterations, additions or improvements to the unit (including painting) or any alterations to any permanent object located on the property (i.e. tree removal) without having received prior written approval from the Housing Director to do so.
- 46.2 The tenant shall submit a written request to the Housing Director prior to the start of any work that shall:
  - a) Provide a detailed description of the proposed alteration, addition or improvement (referred to as 'the work'); and
  - b) Confirm that any work to a mechanical or electrical system or any work that may impact the structural integrity of the unit shall be completed by a qualified tradesperson; and
  - c) Confirm that the tenant is responsible for all costs (labour and material) related to the work; and
  - d) Confirm that the work is provided by the tenant without compensation in any form, at any time, to the tenant by KSP unless prior written authorization is provided by the Housing Director; and
  - e) Confirm that the work shall meet or exceed the requirements of the Ontario Building Code, KSP by-laws specifying building or other standards, and any other by-laws, codes and regulations applicable to the project; and
  - f) Confirm that the work is subject to inspection by a certified building inspector (e.g. Southern First Nations Secretariat) or by the agency having jurisdiction.



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Where there is a cost for the inspection, the tenant shall be responsible to pay the cost of the inspection.

- 46.3 The Housing Director shall review the request and supporting information and shall confirm their decision regarding the request to proceed with the work within ten (10) working days of having received the request.
- 46.4 Where the tenant carries out the work without receiving prior approval from the Housing Director or, where the request has been denied, or where the alterations or improvements fail to meet the building code or KSP standards, the work is subject to removal at the cost of the tenant and the tenant shall be responsible to restore the unit/property to the same condition as it was when the tenant took tenancy. Failure by the tenant to restore the unit/property within the timeframe established by the Housing Director is a breach of the rental/rent to own lease agreement and may result in eviction as described within this policy.
- 46.5 Where the tenant does not remove the alteration, addition or improvement, such items are owned by KSP without compensation to the tenant in any form, at any time.
- 46.6 When the tenant vacates the unit, they may remove the addition or improvement and the tenant shall be responsible to restore the unit/property to the same condition as it was when the tenant took occupancy of the unit.

## **47.0 Inspections**

### **47.1 Inspection Reports**

All inspection reports shall include:

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

### **47.2 Annual Unit Assessment/Inspection**

- 47.2.1 The Housing Director shall arrange for an annual assessment/ inspection of the unit.
- 47.2.2 A unit assessment report shall be prepared to record the condition of the unit and property, to determine the need for any repairs, and to determine any

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- repairs required as result of damage willfully, negligently or accidentally by the tenant, their guests or pets.
- 47.2.3 The Housing Director shall offer the tenant 2 opportunities for the inspection. The Housing Director 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 as a result of damage caused willfully, negligently or accidentally by the tenant, their guests or pets. The tenant may appoint another individual to participate in the inspection on their behalf. Where the tenant does not participate in the inspection or does not appoint another individual to do so, the Housing Director shall arrange to have a third party participate in the inspection and sign-off on the inspection report.
- 47.2.4 The Housing Director shall send a notice to the tenant one week in advance of the planned inspection to confirm the date, time and purpose of the visit. 24 hours before the visit, the Housing Director shall phone the tenant to remind them of the planned visit.
- 47.2.5 A copy of the unit assessment report shall be provided to the tenant and a copy shall be placed in the tenant's file.
- 47.3 Move in Inspection
- 47.3.1 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; and
  - b) For the Housing Director to review operational aspects of the unit (e.g. heating system) with the tenant; and
  - c) For the tenant to obtain clarification on any issues or concerns regarding the unit.
- 47.3.2 The Housing Director shall offer the tenant 2 opportunities for the inspection to be completed on the day the tenant is entitled to occupy the unit or on another mutually agreed upon day before the tenant takes occupancy. The Housing Director 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 as result of damage caused willfully, negligently or accidentally by the tenant, their guests or pets. If the tenant is unable to attend the move in inspection the tenant may appoint another person to attend on their behalf; the tenant shall provide the name of the other person to the Housing Director before the move in inspection.

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- 47.3.3 Every effort shall be made to accommodate the tenant's preferred inspection date however the inspection shall be completed without the tenant if the Housing Director has provided notice as required and the tenant does not participate in or appoint another person to attend on their behalf, on either occasion.
- 47.3.4 The move in inspection shall be completed by designated housing inspector (e.g. Southern First Nations Secretariat) and the tenant. The inspector shall complete a move in/move-out assessment report to confirm the condition of the unit including any deficiencies. The report shall be signed and dated by all parties. Where the tenant does not participate in the inspection, the report shall be signed off jointly by the inspector and a representative of the Housing Program. A copy of the report shall be provided to the tenant within 7 days of the move in inspection and a copy of the report shall be placed in the tenant's file.

#### 47.4 Move-Out Inspection

- 47.4.1 When a tenancy is terminated a move-out inspection shall be completed by an inspector and the tenant on the day the tenant vacates the unit or on another mutually agreed day.
- 47.4.2 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 as a result of required as result of damage caused willfully, negligently or accidentally by the tenant, their guests or pets.
- 47.4.3 The Housing Director shall offer the tenant 2 opportunities for the inspection to be completed and shall remind the tenant of the need to be present during the inspection and failing to participate may result in the tenant losing the right to dispute charges for repairs required as a result of damage caused willfully, negligently or accidentally by the tenant, their guests or pets. If the tenant is unable to attend the move in inspection the tenant may appoint another person to attend on their behalf; the tenant shall provide the name of the other person to the Housing Director before the move-out inspection. The inspection and the move in/move out assessment report shall be completed without the tenant if the Housing Director has documented evidence that notice was provided as required and the tenant does not participate or appoint another person to attend on their behalf, or the tenant has abandoned the unit.
- 47.4.4 The move in inspection shall be completed by designated housing inspector (e.g. Southern First Nations Secretariat) and the tenant. The inspector shall complete a move in/move-out assessment report to confirm the condition of

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the unit including any deficiencies. The report shall be signed and dated by all parties. Where the tenant does not participate in the inspection, the report shall be signed off jointly by the inspector and a representative of the Housing Program. A copy of the report shall be provided to the tenant within 7 days of the move-out inspection and a copy of the report shall be placed in the tenant's file.

- 47.4.5 Where the inspection confirms repairs are required as a result of damage caused willfully, negligently or accidentally by the tenant, their guests or pets, the policy related to *Tenant Damage* shall apply.
- 47.4.6 Where the former tenant is charged for the cost of repairs that are confirmed to be a result of damage caused willfully, negligently or accidentally by the tenant, their guests or pets, the former tenant shall not qualify for KSP housing programs until such costs have been repaid in full.

#### 47.5 Vacant Unit Inspection

- 47.5.1 The Housing Director shall arrange to have inspected any unit determined to have been left vacant by the tenant. An inspection shall be completed and a unit assessment report shall be prepared. A copy of the report shall be placed in the former tenants' file. Where the inspection confirms repairs are required as a result of damage caused willfully, negligently or accidentally by the tenant, their guests or pets, such repairs shall be determined and the Housing Director shall:
  - a) Forward written confirmation to the former tenant, where a forwarding address has been provided/is known, and demand repayment of the repair costs; and/or
  - b) Prepare an invoice for the value of repairs and direct the Housing Program finance department to prepare an accounts receivable against the former tenant.
- 47.5.2 Where the former tenant is charged for the cost of repairs that are confirmed to be a result of damage caused willfully, negligently or accidentally by the tenant, their guests or pets, the former tenant shall not qualify for KSP housing programs until such costs have been repaid in full.
- 47.5.3 Where the unit is determined to have been abandoned, the *Abandoned Unit* policy shall apply.
- 47.5.4 The Housing Director shall arrange for a vacant unit to be monitored and checked at least twice monthly.
- 47.5.5 Prior to re-renting the vacant unit, the Housing Director shall arrange for a unit condition assessment to be completed and the *Move in Inspection* policy shall apply.

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**SECTION XI – TENANT DAMAGE, VANDALISM, USE OF THE UNIT,  
SUBLET, PETS, UNLICENSED VEHICLES**

**48.0 Tenant Damage**

**48.1 Confirming Tenant Damage**

- 18.1.2 The tenant is responsible to pay repair costs for damage to the unit that has been caused either willfully, negligently or accidentally by the tenant, their guests or their pets.
- 18.1.3 Where damage is identified, the Housing Director shall arrange for an inspection to be completed and obtain a written unit assessment report to confirm the repairs required as a result of damage or neglect (as compared against the most recent unit assessment report). The report shall include an estimate of costs for the repairs.
- 18.1.4 Within five (5) working days of receiving the inspection report, the Housing Program shall issue a written notice of tenant damage to the tenant to confirm the required repairs and offer options to correct the tenant damage.

**48.2 Correcting Tenant Damage – Repairs Arranged for by the Tenant**

- 18.1.2 Where the tenant wishes to arrange for and pay the cost of repairing the damage noted in the inspection report, they shall be permitted to do so under the following conditions:
  - a) Where the tenant has obtained an estimate for repairs from a certified contractor/service provider; and
  - b) Where the Housing Director has confirmed in writing their approval for the tenant to have the certified contractor/service provider carry out the repairs. The Housing Director shall confirm the deadline for the repairs to be complete.
- 18.1.3 The repair work shall be inspected by the Southern First Nations Secretariat or the agency having jurisdiction and shall meet the requirements of the Ontario Building Code, KSP by-laws specifying building or other standards, and any other by-laws, codes and regulations applicable to the repair work.
- 18.1.4 The tenant shall be responsible for all aspects of the repair contract with the certified contractor/service provider.
- 18.1.5 Where the tenant fails to have the damage corrected or, where repairs are done but fail to meet the Building Code or standards, the Housing Director

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shall arrange to have the repairs corrected to meet such standards. The tenant shall be responsible to repay the cost of such repairs to KSP within a deadline established by the Housing Director.

**48.3 Correcting Tenant Damage – Repairs Completed by KSP**

48.3.1 Where the tenant confirms their request to have the Housing Program complete repairs the Housing Director shall arrange for the repairs to be completed by the Housing Program or a certified contractor. The Housing Director 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 Director; or
- b) The tenant shall enter into a repayment agreement with the Housing Director. Where a repayment agreement is entered into, the tenant shall pay a minimum of 15% of the estimated costs by cash, debit or Visa on the date the agreement is entered into.

**48.4 Tenant Fails to Have Repairs Completed/Pay the Cost of Repairs**

48.4.1 Where the tenant fails to have the repairs completed or, fails to pay for the repairs or, enters into and does not honour a repayment agreement for the repairs, the sections of this policy related to *Eviction* and *Recovery of Costs* shall apply. The Housing Director shall prepare an invoice for the value of the repair costs, as an accounts receivable against the tenant, until the accounts receivable is paid in full.

48.4.2 All instances of tenant damage shall be recorded in the tenant's file and remain on file indefinitely.

**48.5 Claim against KSP Insurance**

Where the damage to the unit results in a claim against KSP's insurance policy, and the Housing Director has confirmed that the tenant, their guests, or their pets are responsible for the damage, the Housing Director shall prepare an invoice to the tenant for the cost of the insurance deductible and the tenant shall pay the deductible within a deadline established by the Housing Director. The Housing Director shall prepare an invoice for the value of the repair costs as an accounts receivable against the tenant, until the accounts receivable is paid in full.

**48.6 Tenant Damage Identified During a Move-Out Inspection**

48.6.1 Where, during the move-out inspection, tenant damage has been confirmed, the Housing Director shall notify the tenant in writing of the amount of the

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repairs and shall apply the damage deposit toward the cost of the repairs. Where repair costs exceed the damage deposit the Housing Director 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 in the amount of the repairs so that the cost of the repairs shall be noted as an accounts receivable against the former tenant until the accounts receivable is paid in full.

48.6.2 The policy related to *Recovery of Costs* shall apply.

## **49.0 Vandalism**

49.1 In the event of vandalism to the unit, the tenant is responsible to contact law enforcement authorities to report the incident. The tenant shall also contact the Housing Directory to confirm the incident/damage to the unit and to confirm that they have contacted law enforcement authorities.

49.2 The tenant shall pay any costs related to the police report and obtain and submit a copy of the report (including the report file number) to the Housing Director in order for the repairs to be completed.

## **50.0 Use of the Unit**

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. No business can be operated from the unit and/or property; operating a business from the unit/property is considered a breach of the rental/rent to own lease agreement.

## **51.0 Sublet**

A tenant has no authority to permit other persons to move into the unit and no right to sublet or assign the unit. Where a tenant sublets or assigns the unit this is a breach of the rental/rent to own lease agreement and the policies related to *Breach of the Agreement by the Tenant* and *Eviction and Recovery of Costs* shall apply.

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## **52.0 Pets**

- 52.1 A tenant shall be permitted to have a pet(s) under the following conditions:
- a) The pet does not damage the unit or property and does not create a nuisance or disturbance to neighboring occupants; and
  - b) Pets are kept inside the tenants unit or, contained within the boundaries of the property, or a pet going in and out of the unit must be on a leash and under the tenant's control at all times; and
  - c) The tenant maintains all areas where pets are housed clean, safe, and free from parasites, including fleas; and
  - d) A tenant with a dog shall immediately pick up and dispose of, in a sanitary manner, all dog waste deposited on the rental property and on common ground or streets in the community.
- 52.2 A tenant shall be responsible for all costs due to damages or injuries caused by their pets.
- 52.3 A tenant shall not leave a pet unattended in the unit for a period longer than which is appropriate for the needs of the individual animal. If there is reasonable cause to believe a pet has been left unattended, or that the pet is creating a disturbance or any other emergency situation appears to exist with respect to the pet the housing department shall attempt to contact the tenant to remedy the situation. If unable to contact the tenant, the housing department may enter the unit and make necessary arrangements for care of the pet. Any costs incurred will be charged to the tenant.
- 52.4 A tenant with a pet shall be held responsible for their pet(s)'s actions and any damage that may be caused by the pet.
- 52.5 Where the Housing Director receives a substantiated complaint regarding a tenant's pet or, where the Housing Director has evidence that the pet policy is not being followed, this is a breach of the rent to own lease agreement. The housing department shall issue up to three written notices to the tenant reminding them of the terms of the pet policy and the rent to own lease agreement. Where a tenant fails to resolve the issue related to the complaint, the Housing Director shall issue to the tenant a 30 day notice to remove their pet from the unit/premises. Where the tenant fails to remove the pet, the Housing Director shall contact the appropriate agency (i.e. the Humane Society) to take action regarding the pet.



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### **53.0 Unlicensed Vehicles**

- 53.1 The tenant shall not keep or store more than two vehicles which are not operational, including cars, trucks, motorcycles, all-terrain vehicles, motor homes, house trailer, camper or any other type of vehicle or recreational vehicle on the rental property. Any vehicles that are not operational and no longer licensed shall be removed from the premises by the tenant.
- 53.2 The tenant shall supply the Housing Program with vehicle registration and insurance documentation for any and all vehicles on the premises when asked to do so, for the duration of the rental/rent to own lease agreement.
- 53.3 Where the Housing Program has evidence that this policy is not being followed, this is a breach of the rental/rent to own lease agreement and the policy regarding termination of the rental/rent to own lease agreement with cause as noted within this housing policy shall apply.

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## **SECTION XII – ABSENCE FROM THE UNIT, ABANDONED UNIT & ABANDONED PERSONAL PROPERTY**

### **54.0 Absence from the Unit by the Tenant**

#### 54.1 Temporary Absence

54.1.1 A temporary absence is defined as:

- a) October 1 to March 31 – an absence greater than 10 consecutive days; and
- b) April 1 to September 30 – an absence up to 30 consecutive days.

54.1.2 Where the tenant shall be away temporarily from the unit the tenant shall notify the Housing Director of their absence.

54.1.3 During a temporary absence the tenant shall remain responsible to:

- a) Pay all housing costs including rent and arrange for an on-site visit at least twice 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; and
- b) Ensure the heating system and power to the unit are maintained as required; and
- c) Pay the cost to repair damage (labour and material) to the unit that occurs during their absence; and
- d) Provide the designated individual caring for the unit with contact information (telephone and mailing address) for the period of their absence.

#### 54.2 Long Term Absence

A long term absence is defined as a period greater than 30 consecutive days but less than one (1) year.

##### 54.2.1 Eligibility to Retain Tenancy during an Indefinite Absence

A tenant may be able to retain tenancy during an absence of up to one year only where they are vacating the unit due to medical treatment, as confirmed by written confirmation from a certified medical professional. Where the tenant shall be away from the unit for an indefinite period for reasons not relating to medical treatment, they shall not be permitted to retain tenancy and shall be required to permanently vacate the unit as outlined in the rental/rent to own lease agreement and this housing policy.

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- 54.2.2 Conditions of Approval to Retain Tenancy  
As a condition of approval of the long term absence, during their absence the tenant shall:
- a) Remain responsible to pay all housing costs including rent, hydro/utilities/heat other housing services; and
  - b) Arrange for a twice weekly on-site/interior visit (at least once every 4 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. Where the tenant does not arrange for proper care and the housing department is required to carry out unit or property care and maintenance, the tenant shall be charged for the cost of the housing department carrying out these services; and
  - c) Be responsible to pay the cost to repair damage (labour and material) to the unit that occurs during their absence. Where the damage to the unit results in a claim against KSP's insurance policy, the tenant shall pay the deductible.
- 54.2.3 The Housing Director shall arrange for an inspection to confirm the condition of the unit before the tenant vacates the unit; the inspection shall be completed according to the move-out inspection requirements of this policy. When the tenant returns to the unit, the Housing Director shall arrange an inspection to confirm the condition of the unit at the time the tenant returns; the inspection shall be completed according to the move-in inspection requirements of this policy. The tenant shall be responsible to pay the cost to repair damage (labour and material) to the unit that occurs during their absence.
- 54.2.4 Where the tenant is not able or willing to remain responsible to pay all housing costs and arrange for regular care of the unit as noted above, the rental/rent to own lease agreement shall be terminated and the tenant shall vacate the unit and the housing department shall proceed to terminate tenancy as described within this policy.
- 54.3 Failure to Notify the Housing Director of an Absence
- 54.3.1 Where the tenant fails to notify the Housing Director of an absence they shall be in breach of the rental/rent to own lease agreement and this housing policy and the Housing Director shall take action to protect the unit and property and/or terminate the rental/rent to own lease agreement.
- 54.3.2 Where a tenant fails to notify the housing department of an absence greater than 30 consecutive days the housing department shall consider the unit abandoned and take the steps outlined in this housing policy to secure the unit.

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- 54.3.3 The tenant shall be charged for any cost relating to securing the unit or repairing damages.

## **55.0 Abandoned Unit**

An abandoned unit means the tenant gives up tenancy and possession of the unit without proper notice to the Housing Program (refer to the section on *Notices to End Tenancy* within this policy).

### **55.1 Tenant Continues to Make Rent Payments-Fails to Provide Notice of Absence**

Where the tenant vacates the unit for more than 30 consecutive days, without approval by the Housing Director, and continues to make the monthly rent payments this is a breach of the rental/rent to own lease agreement. The Housing Director shall confirm the breach in writing to the tenant and the unit shall be considered abandoned by the tenant.

### **55.2 Tenant Fails to Make Payments and Fails to Provide Notice of Absence**

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 Director and where the tenant has failed to make the monthly rent payments, the unit shall be considered abandoned by the tenant.

### **55.3 Responsibilities of the Housing Program – Abandoned Unit**

- 55.3.1 The Housing Program 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) Confirming that the tenant has stopped making the monthly rental payment; and
  - b) Visiting the unit on three separate occasions to attempt to contact the tenant and being unable to do so; and
  - c) Making two attempts to contact by phone the tenant or, if known, a family member of the tenant to confirm the tenant's intent to return to the unit; and
  - d) Issuing two written notices to the tenant by mail (ordinary or registered) to the most recent mailing address provided to the Housing Program by the tenant. The Housing Program shall maintain evidence of receipt of the notice by the tenant or where the mail is returned as unclaimed or undeliverable; and
  - e) Securely attaching the written notice to the door of the unit; and

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- f) Visiting the unit and from an external inspection, confirming whether the tenant's possessions remain in the unit; and
  - 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.
- 55.3.2 The Housing Program may take action necessary to secure the unit (i.e. boarding up windows to prevent damage by vandalism, enter into the unit with proper notice to weatherproof during the winter season, etc.). Where this is done, the policy related to *Recovery of Costs* shall apply. The Housing Program shall the finance department to prepare an invoice/ accounts receivable against the tenant for such costs.
- 55.3.3 Where the Housing Program enters the unit a written notice shall be left on the front door of the unit informing the tenant that the Housing Program has accessed the unit and confirm the reason for entry. The notice shall confirm that the Housing Program is moving forward to terminate tenancy/evict as described within this policy.
- 55.3.4 The Housing Program shall proceed with Eviction and the policies related to *Eviction* and *Recovery of Costs* shall apply.

## **56.0 Abandoned Personal Property**

Where the former tenant has left personal property in the unit/on the property, after KSP has reclaimed the unit/the locks are changed, the following shall apply:

- a) The former tenant shall contact the Housing Director within 5 working days of the lock change to schedule a time and day to collect personal belongings left in the unit; and/or
- b) Where the tenant fails to contact the Housing Director/collect their personal belongings at the end of the 5 working days, the personal belongings will be disposed of by KSP; and/or
- c) The Housing Director shall prepare an invoice for the cost of disposal of the former tenants' belongings and direct the Housing Program finance department to prepare an accounts receivable for the former tenant.

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## **SECTION XIII – MARITAL BREAKDOWN AND DEATH OF A TENANT**

### **57.0 Marital Breakdown**

#### **57.1 Reassignment of the Rental/Rent to Own Lease Agreement**

Where a tenant (i.e. a person who is listed on and has signed a rental/rent to own lease agreement for the unit), has been in a conjugal relationship (i.e. a married couple or common-law partnership where both partners have cohabitated for at least one year) and that relationship is terminated, the agreement shall be reassigned in accordance with the Provisional Federal Rules set out in the Family Homes on Reserves and Matrimonial Interests or Rights Act. The following may generally apply with respect to occupancy of the unit:

##### **57.1.1 Two KSP Member Tenants**

Where both tenants are members of KSP and both reside on a permanent basis in the unit, either tenant may remain in the unit. KSP shall encourage the tenant(s) to resolve the decision regarding who shall occupy the unit. KSP shall follow the terms of a separation agreement or a divorce settlement. In the absence of either a separation agreement or divorce settlement, the decision as to who remains shall be determined by the courts and KSP shall abide by that decision. KSP may offer to sign a new rental/rent to own lease agreement with the remaining tenant if the remaining tenant is in good financial standing with KSP (no outstanding payments on accounts with KSP).

##### **57.1.2 One KSP Member Tenant and One Non-Member Tenant**

Where one tenant is a member of KSP and the other tenant is not and the non-member shall remain in the unit, the following shall apply:

- a) Where the non-member is the guardian of any dependent children living in the rental unit, whether or not the children are contained in the KSP Membership List, the non-member may remain in the rental unit until such time as those dependent children are no longer living in the unit; or
- b) Where there are no dependent children living in the rental unit, the non-member may remain in the rental unit for a period of up to 180 days. At the end of the 180 day period KSP may issue a notice to terminate tenancy. KSP will not consider renewal of the rental/rent to own lease agreement with the non-member.

#### **57.2 Minor Children Occupying the Unit**

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Where there are minor children (under the age of 18) occupying the unit, the custodial parent will be granted exclusive possession and sole occupancy of the premises until the minor children reach the age of 18, unless the custodial parent does not accept or waives his/her right to occupancy. If the custodial parent is not shown as a joint tenant/lessee on the agreement, in the event of divorce or separation, the named spouse as listed, being the custodial parent and provided he/she is a KSP band member, has the option to continue with the rental/ rent to own lease agreement by entering into a new agreement in his/her name under the same conditions as set out in the original agreement. During the interim period preceding the new agreement being entered into by the custodial parent, the responsibility for monthly rent payments will be joint.

## **58.0 Death of a Tenant**

### **58.1 Ownership of the Unit**

The rental/rent to own unit is owned by KSP and is not owned by the deceased tenant therefore, no member of the tenant's immediate or extended family or dependents have a right of possession to the unit. In event that a tenant (i.e. a person who is listed on and has signed a rental/rent to own lease agreement (the agreement) for the unit) dies during the term of the agreement, the Provisional Federal Rules set out in the Family Homes on Reserves and Matrimonial Interests or Rights Act shall apply.

### **58.2 Rental Units**

- 58.2.1 In the event that a tenant dies during the term of the agreement, the agreement automatically terminates and possession of the unit, excluding personal effects of the deceased tenant and authorized occupants as contained in the agreement, reverts to KSP within 30 days from the date of the death unless:
- a) There is a surviving tenant who has signed the agreement and who lives in the unit on a permanent basis. If the surviving tenant is a non-member of KSP, policy item 57.1.2 shall apply. If the tenant wishes to remain in the unit and if the tenant has no arrears on any accounts with KSP the Housing Director may execute a new agreement with the surviving tenant; or
  - b) Where policy item 58.2.1 (a) does not apply and a member of the tenant's immediate family was residing in the unit at the time of the tenant's death and that family member wishes to remain in the unit. In consideration of tenancy of the family member according to the

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Provisional Federal Rules set out in the Family Homes on Reserves and Matrimonial Interests or Rights Act, the family member has the right to remain in the unit for up to 180 days after the death of the tenant.

- 58.2.2 In the event of the death of a tenant, if policy item 58.2 does not apply, the Housing Director shall provide written notice to immediate family members that they shall have 60 working days to remove the belongings of the tenant from the unit. Where there are unclaimed possessions in the unit, the section within this policy related to *Abandoned Personal Property* shall apply.

58.3 Rent to Own Unit

The option to own may be transferable upon the death of the tenant subject to approval from the Committee. The following shall apply:

58.3.1 Tenant has Prepared Written Instructions/Will

Where the tenant has designated an heir to assume tenancy of the unit/transfer of the option to own, the tenant must have prepared written instructions (i.e. a will or other acceptable form of notice, signed, dated and witnessed) to confirm their wishes. The Housing Director shall submit a claim for payment of the outstanding balance owing on the account to the executor/heir/beneficiary. The Housing Program may revisit the agreement between the parties to accommodate the new circumstances and the following shall apply:

- a) The deceased tenant shall have executed a rent to own lease agreement; and
- b) The deceased tenant shall not be in breach of the agreement; and
- c) The individual designated as heir to assume tenancy of the unit shall meet the eligibility criteria of the rental housing program as confirmed within this policy (i.e. shall be a registered member of KSP, shall be 18 years of age or older, shall have no debts on accounts with KSP, etc.).

58.3.2 Tenant has not Prepared Written Instructions/Will

Where the tenant has not prepared written instructions as noted above, the following shall apply:

- a) The family may submit a written request to the Housing Director to transfer tenancy, including the rent to own option, to a designated family member. The request shall be in writing, and signed by all parties who have an interest in the estate of the deceased tenant, and dated. The written request shall be provided to the Housing Director within 30 days of the date of the death of the tenant. Where the Committee approves the request, the individual designated as heir to assume tenancy of the



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unit shall meet the eligibility criteria of the rental housing program as confirmed within this policy (i.e. shall be a registered member of KSP, shall be 18 years of age or older, shall have no debts on accounts with KSP, etc.); and

- b) In the event of the death of a tenant, if Item 58.3.2 (a) does not apply the Housing Director shall provide written notice to immediate family members that they shall have 30 working days to remove the belongings of the tenant from the unit. Where there are unclaimed possessions in the unit, the policy related to *Abandoned Personal Property* shall apply.