

N'Quatqua Housing Policy & Procedures

2009

“Mission Statement”

To strengthen individual and family self-reliance and sense of community by providing safe, affordable housing and support services for Native people in the N'Quatqua Community.

Adopted: October 24, 2009; N'Quatqua Annual General Meeting

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The Purpose of the N'Quatqua Housing Policy is to:

provide adequate houses on reserve for N'Quatqua Band members.

help make N'Quatqua a good place to live.

improve the overall understanding of housing issues and relative responsibilities

strive for fairness in housing delivery and funding assistance

assist the N'Quatqua Band Housing Committee and Chief and Council in making housing decisions.

establish policies and procedures for housing occupation on the N'Quatqua Reserve.

guide all N'Quatqua Band members, Housing Committee and Chief and Council fairly.

The N'Quatqua Housing Policy and Procedures applies fairly to:

- all existing and future houses located on the N'Quatqua reserves,
- all housing programs of the N'Quatqua Band, including construction, renovations, maintenance and repairs,
- all individuals who own, rent or have been allocated a house with the N'Quatqua Band,
- All individuals who have made or will make application for housing with the N'Quatqua Band.

Terms for N'Quatqua Housing Policy:

- Appeal:** a tenant requests to appeal his/her eviction process.
- Application:** an individual who officially submits a completed and fills out application for a social house or band rental unit.
- Arrears:** rent that is not paid; therefore the tenant is in default of the rental agreement, however arrangements have been made to repay the back rent and current rent.
- Band Rental Unit:** Rental unit that will always be the property of the N'Quatqua Band.
- Eviction:** a tenant is requested to vacate the premises based on the rental agreement being in default.
- Homeowner:** A tenant that has paid out the house from the N'Quatqua Band Office after the loan amortization period has been completed.
- Housing Policies:** sub-policies and procedures that make up the N'Quatqua Housing Policy Application procedure, tenant selection, eviction, rental agreements and policy, maintenance policy and appeal procedure.
- Maintenance:** efforts used to maintain good quality of the social house or band rental unit i.e. adequate cleaning, painting, change of light bulbs, general good repairs of social house or band rental unit.
- N'Quatqua Housing Policy:** a documentation that entails all relevant policies and procedures related to the Housing Department
- Social House:** Canadian Mortgage and Housing Corporation built homes under Section 95: Social Housing Program-Subsidized Mortgages.
- Sub-Policy:** a portion of Housing policy dealing with a specific area of the policy; Application, Tenant Selection, Maintenance, Arrears, Eviction, Sublease, Appeal and Renovations.
- Tenant:** a person who pays rent to the N'Quatqua Band office.
- Rental Agreement:** a signed and understood document signed by the tenant and the N'Quatqua Housing Department detailing the conditions of the tenant renting the social house or band rental unit.
- Turnover House:** a social house that the previous first tenant has vacated from the home.
- Band:** means the N Quatqua First Nation as represented by the Band Council
- Band Council:** mean the duly elected council of the N Quatqua First Nation, its successors and assigns, elected pursuant to the Indian Act S.C.,c.149, or chosen according to the custom of the Band.

Band Member: means a person who is registered on the Band List of the N Quatqua First Nation

Book value at date of purchase: means the principal balance of loans within the meaning of the expression “original book value”, together with accrued interest and other charges to the loan account and any unearned forgiveness of loans under the residential rehabilitation assistance program (RRAP) provisions of the National Housing Act, but excluding the Band’s equity in any form.

Housing Coordinator means the person appointed by a duly passed resolution of the Band Council having the duties specified in the resolution and under this agreement.

Immediate family means dependent child, dependent brother or sister, parents, grandparents or grandchildren of the Tenant.

Loan means the capital financing arranged for the project for the Band.

Project means the N Quatqua Housing Project.

Spouse means the husband, wife, or common-law husband or wife of the Tenant.

Tenant means a person/s who is the approved applicant for the premises.

Tenant invitees means any person residing in the premises (as hereinafter defined) for continuous period of 21 days or more, or for a total of 21 days within any 64 day period.

Fiscal Year one whole year starting as of April 1st and ending on March 31.

Application Procedure

N'Quatqua Band members may only apply for social houses. Band Rental Units are available to any interested party that meets tenant selection policy and procedure.

Interested band members shall apply for social housing by completing the Housing Application form (Form 1) and submitting a detailed letter stating reasons for applying for a house, current living conditions, who shall reside in the house once allocated, type of employment, marital/family status, and previous landlord's reference check.

Interested persons applying for band rental units shall complete a Band Rental Unit Application form (Form2) and submitting a detailed letter stating reasons for applying for a rental unit, current living conditions, previous landlord's contact number, address, type of employment and martial/family status.

Form 1 – N'Quatqua Housing Application form

Form 2 – N'Quatqua Band Rental Unit Application form

Tenant Selection

The Housing Department shall accept and review all applications to ensure accuracy and completeness of the applicants. The Housing Department shall also maintain and up date the wait list for social house and band rental units.

Tenant Selection shall be based on the following criteria:

- ability and commitment for regular rental payments
- at least 19 years of age
- family size
- current living conditions
- martial status
- any bad debt with the N'Quatqua Band
- indication of long term tenancy
- band member
- non-band member in care of a Band member minor
- 3 previous references (non family related)
- responsible quiet tenant

N'Quatqua Housing Committee and Housing Coordinator shall make a selection based on the criteria and Tenant Selection Scoring System (Form3)

When a social house or band rental unit is vacant, the N'Quatqua Housing Committee and Housing Coordinator shall review the waiting list and select a new tenant(s).

The N'Quatqua Band requires a damage deposit from all new tenants. This damage deposit ensures that if and when the tenant decides/evicted from the premises that the property will be cleaned thoroughly. Walls are washed, carpet is shampooed and vacuumed; kitchen, bathroom and all bedrooms are cleaned. The damage deposit will be half the month's rent to a minimum of \$200.00 dollars.

All applicants will be notified of status.

Form 3 - Tenant Selection Scoring System

MOVE IN / OUT INSPECTION After TENANT SELECTION

Move-In

The Tenant and Housing will undertake a move-in inspection together, filling out a Checklist (Form 4). Any items identified by the Tenant or Housing at the move-in inspection will be remedied prior to move-in; or where a delay would inconvenience the Tenant, the repair will take place within one month of the move-in. The Tenant and Housing may agree not to remedy all items.

Move-out

The Tenant and Housing will undertake a move-out inspection together. Any cleaning or damage noted by Housing or the Tenant prior to move-out will be remedied by the Tenant.

Prior to move-out, the Tenant will ensure that the Premises and lot are clean. If the Premises are not clean, the Tenant may clean them, or Housing will clean the Premises and charge the costs to the Tenant. The Tenant is liable for the rent on Premises until the Premises are cleaned and repaired.

Cleaning and damage repair costs may be deducted from the damage deposit. Where the costs exceed the amount of the deposit, the Tenant is responsible for those costs.

Form 4 – Inspection Checklist Form

Maintenance Policy and Procedure

All Band social houses and Rental units will ensure our housing stock meets an acceptable life span while providing a safe and healthy environment for its occupants.

Included in our Maintenance Policy will be preventative maintenance guidelines, which will ensure that minor repair incidences, do not accelerate into major conditions requiring substantial dollars to rectify. These preventative guidelines will be clearly defined to all band social houses and rental unit tenants as a requirement of occupancy.

Band social house and rental unit tenants will be responsible for the preventative and regular maintenance of their units. Violation of our maintenance policies will be considered a breach of the rental agreement and eviction actions will be taken.

It is the intent to eliminate unnecessary and expensive repairs do to negligence or ignorance to proper home maintenance practises. The N'Quatqua Housing Committee will develop a maintenance/educational program for all residents who wish to participate.

When professional maintenance is required, the tenant shall fill out a Work Order Request form (Form 9) and submit it to the N'Quatqua Housing Department for approval, the Housing Department shall contact whichever service is necessary.

A tenant may apply for a Dispute Resolution regarding responsibility for repairs which will be submitted to the N'Quatqua Housing Committee for recommendation and Chief & Council will make the final decision. Refer to Dispute Resolution Process.

Tenants Responsibilities and Checklist

All tenants stated in the "Declaration of Income for residence of section 56.1 Housing" (Form 7) are to produce a copy of prior year T4's to the band office by March 31st. Failure to do so will result in maximum rent charged on April 1st.

The tenant shall not make any alterations, additions or improvements to the rental unit or social house without permission from the N'Quatqua Housing Department. If the N'Quatqua Housing Department didn't permit any alterations, additions or improvements to the rental unit or social house it is the tenants responsibility to return it to the former state of condition.

All tenants shall be responsible for all repairs or damage caused by negligence or vandalism. The tenants shall not store any coal, offensive goods provisions or any type of toxic waste within the boundaries of the lot.

The tenant will take good care of the property, keeping it in a clean condition subject to inspections. Decorating, such as painting and minor repairs are the responsibility of the tenant.

The yard is to be cleared at all times of all garbage, unsanitary objects or any other junk that may clutter the boundaries of the lot and unfit for **habitation; unnecessary vehicles for safety / health/ fire hazard/ contamination reasons.**

Repairs deemed to be the Tenant's responsibility would be directed to the Tenant to carry out. Failure of the Tenant to carry out the repair, within a reasonable time, will result in the N'Quatqua Housing

Department doing so and charging the cost to the Tenant. Failure of the Tenant to remit payment for the repairs is a breach of the rental agreement.

Exterior and Grounds

1. Screens damaged
2. Down spouts and gutters damaged
3. Siding or stucco marked or damaged
4. Holes in lawn caused by animals

Interior of Building

1. Tile lifting because of excess water and no wax being used or carpeting soiled or torn
2. Cracked or chipped tile or linoleum if evidence of damage
3. Damage to gyproc/ Drywall or doors
4. Gouges in walls from furniture, etc.
5. Doors and lock sets damaged
6. Doors or drawers on kitchen cabinets damaged
7. Bent or broken hinges on cupboard doors
8. Windows or locks broken
9. Window frames missing or damaged
10. Grab bars pulled off walls or broken
11. Flooring chewed or gouged by cause animal(s)
12. To clean exhaust fans-kitchen bathrooms
13. Clean under and around all appliances and base boards.

Electrical

1. Switch and plug plates missing or broken
2. Broken fuses
3. Replacement of light bulbs

Plumbing

1. Plugged toilets, sinks or septic line
2. Stripped water taps, stems and handles
3. Chipped or cracked porcelain on sink, bathtub or toilet
4. Damaged or broken toilet seats
5. Replace wax seal at the base of toilet.
6. Caulking around tub and sink

Heating

1. Bent or damaged hot and cold air registers, and lines
2. Thermostats broken
3. Replace furnace filters

N'Quatqua Housing Department Responsibilities

N'Quatqua Band will provide the House Structure.

N'Quatqua Housing Department grants the Tenant quiet and enjoyment of the Premises.

Repairs – see N'Quatqua Housing Department Responsibility

The N'Quatqua Housing Department, as stipulated in the rental agreement, is to keep the premises in a good state of repair and fit for habitation.

Repairs that are regarded as the N'Quatqua Housing Department's responsibility are those having to do with structure, whether deemed to be a major or minor, heating, electrical, water or a major deficiency not attributed to or caused willfully or negligently, by the Tenant(s) or their guests.

List of Maintenance - N'Quatqua Housing Department Responsibilities

1. Cracks in walls and ceilings due to construction
2. Water leaks – plumbing – roof – walls
3. Broken or rusted out pipes and drains
4. Sticking doors only when reported immediately and no other damage occurs
5. Sagging or shifting door frames
6. Burnt out light switches or plugs
7. Maintain furnace and water tanks
8. Hot water tank elements and pressure valve
9. Pump out Septic Tank/septic line repair
10. Cleaning of chimney pipes, damaged woodstoves
11. Major capital items eg. Stove, washer/dryer etc.
12. Whatever else deemed necessary

Form 7 - Declaration of Income for residence of section 56.1 Housing"

Form 8 - Work Order Request form

Sublease Policy

The intent of this Sublease Policy is to clarify who can sublease, under what conditions a sublease can be taken, how long a sublease can continue, who has responsibility for what during the course of a sublease, and how a sublease can be terminated.

Tenant Eligibility to sublease

To be eligible to Sublease the Premises, a Tenant must:

1. Have entered in to a new Rental Agreement that provides to sublet.
2. Be in good financial standing in their housing accounts
3. Be applying to sublease for one of the following conditions
 - medical treatment
 - educational program – fulltime/submit transcripts
 - work requirements, over 150 km away,

If any of these conditions apply to the Tenant's spouse, and the Tenant is moving to accompany the spouse, it will be as if the conditions applied directly to the Tenant.

Application Eligibility to Sublet

The tenant may recommend a person(s) to sublease the premises, or may ask the Housing Committee to assist in finding an appropriate person.

In order to be considered to be eligible to sublease a premise, the applicant;

- Must fill out a rental agreement with Housing
- Must be in good financial standing with regard to housing accounts
- Must not have a poor rental history.

The tenant and Housing Committee must agree on the selection of the person to sublet the Premises. If an agreement cannot be reached, the house will not be sublet and the tenant will remain responsible for the payment of the rent.

Sub-lessee Responsibility

The Sub-lessee will enter into a Rental Agreement with Housing and the Tenant. The sub-lessee will be responsible for the payment of rents and the upkeep of the Premises as set out in the Rental Agreement.

Default of the Sublease Rental Agreement

If the sub-lessee is in default of the sublease rental agreement, both the sub-lessee and the Tenant will be notified. If the Sub-lessee or the Tenant does not remedy the default, the sublease rental agreement will be terminated.

Termination of the Sublease Rental Agreement

If the sublease rental agreement is terminated, the Tenant shall be responsible for all costs associated with the termination including rents, repair and cleaning costs.

It is the tenant's responsibility to recover these costs from the sub-lessee. If the sub-lessee does not pay for these cost, the Sub-lessee will not be considered to be in good financial standing with Housing and will not be eligible for any Band housing, either rental or ownership.

Maximum Term of a Sublease

The tenant may sublet the premises for a maximum period of 3-5 years. If the tenant leaves the premises through either sublease or abandonment for a period of greater than 5 years during the amortization period of the loan on the premises, the tenant shall give up any rights, real or perceived, to the premises.

Form 5 - Sublet Application form

Renovations Procedure

CMHC has a few renovation programs available to low income homeowners.

RRAP-Residential Rehabilitation Assistance Program: Homeowners, Person with Disabilities, Conversion; for assistance in the repair and improvement of existing substandard housing to minimum level of health and safety.

RRAP needs a BCR or proof of CP to confirm that the applicant has the right to occupy the house.

Attached

HASI-Home Adaptation for Seniors Independence: helps homeowners and Band Council to pay for a home adaptations to extend the time that low income elders can live in their own homes independently.

Eligibility: 65 years and older, difficulty with daily living activities due to diminishing abilities brought on by aging, adjusted household income is below the income for area, unit is being adapted is a permanent residence.

Attached

INAC Renovations

Homes cannot be in the CMHC-social housing portfolio (must be paid off).

Eligibility: house must be 5 years plus, must not have been previously allocated renovation subsidy equal to or greater than renovation subsidies currently in place.

Dollars used under these conditions: to maximize longevity of the house, address overcrowding, health and safety, and be within code compliance.

Eviction Policy and Procedures

This policy is enacted when a tenant is in default of the rental agreement. Rent is due every 30 days. If rent is going to be late, please advise the Housing Department for reschedule and for an Arrears Repayment Agreement. (Form 6)

Possible Evictions:

1. Failure of Rent payment and Arrear Repayment Agreement, results in a Notice of Eviction, giving the tenant 30 days to clear up arrears and current months rent, or considerable payment consisting of current month's rent and at least 25% of arrears. Failure to pay within 30 days results in an Eviction Notice, giving the tenant 30 days to vacate the rental unit and premises.
2. When a tenant receives three notices of eviction within a fiscal year, the fourth notice will be an Eviction Notice.
3. The tenant is caught dealing drugs and/or alcohol from the premises i.e. RCMP, STP, Chief and Council, community member.
4. The tenant is in default of rental agreement and not keeping the premises in good repairs. There will be Notice of eviction distributed first, giving tenant 30 days to repair the premises to good condition and repair.
5. If the tenant abandons the premises for more than 30 days without rent.

Eviction Appeal Case and Process

If the tenant requests to reverse their eviction, there is an appeal process that can take place.

1. First the tenant must write a letter to Chief and Council set up a hearing with the Chief and Council.
2. Must prove eligibility of tenant selection, and have valid reason for defaulting rental agreement.
3. Chief and Council makes final decision with all valid information regarding tenant record history, made available by Housing Department and from information presented by evicted tenant.

This must be completed by the 30 days the tenant is given to vacate the rental premises. If a request for an appeal is presented within that month, Chief and Council must grant time for tenant's appeal case for that month.

Payment Schedule

1. Rent is Due ON 1st of the month.
2. If FULL rent is not received - Arrears and Notices Letters Mailed Out the 15th.
3. EVICTION Notices 15th the following month of Notice and Arrears mail out.

Example:

MONTH ONE

SUN	MON	TUES	WED	THURS	FRI	SAT
1 Pay Rent Deadline	2	3	4	5	6	7
8	9	10	11	12	13	14
15 Arrears & Notices	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

MONTH TWO

SUN	MON	TUES	WED	THURS	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15 Eviction Notices	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Form 6 - Arrears Repayment Agreement.

Amendments & Changes to Housing Policy

All items of the Housing Policy is subject to change as necessary. Amendments and changes will be from the concerns from the N'Quatqua community, Chief and Council, or from the Housing Department.

Amendments and changes will be announced at least 6 months prior implementation for the N'Quatqua community, Chief and Council, and Housing Department to review.

The final draft of amendments and changes will be announced at the N'Quatqua Annual General meeting, with copies mailed out to the N'Quatqua Band members 30 days before AGM.

Maintenance Policy and Procedure for Homeowners

Owning a Home can be very costly and time consuming for general maintenance activities. Homeowners have to consider house insurance, removal of garbage, removal of snow or other, surprise house maintenance i.e. plumbing or electrician, or even minor/major renovations services that may be acquired on behalf of the N'Quatqua Band.

This policy and procedure of maintenance assists homeowners with these issues. By providing these services for a monthly minimal fee-**maintenance service fee**.

For a monthly fee, the N'Quatqua Band will provide house insurance, garbage removal services, general maintenance services, or other nature's output, cleaning of septic tanks, chimney cleaning, general road maintenance, and minor renovations services.

Requests for general maintenance follows the same procedure as maintenance informing the Housing Department of the concern/issue and the housing department will follow through with an action plan.

If major renovations are required a review of the maintenance monthly service fee and how much of the dollars was consumed for general maintenance. If the service is minimal, the Housing Department and Band may be able to draft a course of action. However if there is not, and the service fee was used on a regular basis, there may be other methods for acquiring renovation dollars. RRAP-CMHC dollars of \$16,000 is a possibility.