

**Batchewana First Nation of Ojibways
Rent-to-Own Housing Program Policy**

April 2017



Batchewana First Nation of Ojibways
Rent-to-Own Housing Program Policy

Effective Date: April 11, 2011

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1. Background and Purpose of the Housing Policy

The purpose of the rent-to-own housing program for the Batchewana First Nation of Ojibways is to provide band members with shelter that meets health, safety and structural standards. The Batchewana First Nation rent-to-own policy ensures that rent-to-own housing assistance is made available to band members in a fair and equitable manner and will benefit the community as a whole.

The Chief and Council and the housing department of the Batchewana First Nation have reviewed the administration of housing services and have approved this rent-to-own housing policy to guide the delivery and administration of rent-to-own housing services to the community.

The rent-to-own program policy applies to housing units built or purchased for the purpose of homeownership, through a rent-to-own option, in Rankin Reserve 15D, Goulais Bay Reserve or Batchawana Bay.

Under this program, the occupant signs a 20-year rent-to-own agreement with Batchewana First Nation. At the end of the 20 year period, if the occupant has met the terms and conditions of the agreement, Batchewana First Nation will transfer ownership of the property to the occupant. The rent-to-own program is intended to assist band members who have a moderate income but are unable to qualify for a mortgage or make full mortgage payments as well as pay other costs (insurance and maintenance) but believe they would be able to assume full responsibility for costs and upkeep by the end of the 20-year loan period.

The rent-to-own units are constructed through Canada Mortgage & Housing Corporation's (CMHC) Section 95 housing program. Batchewana First Nation obtains a loan to fund the construction of these units and the loan is guaranteed by the band through a Ministerial Loan Guarantee with Indian and Northern Affairs Canada (INAC). The band is responsible to make monthly payments to repay the loans as agreed. Through the Section 95 program, CMHC provides the band with a monthly subsidy to assist with financing and on-going operating costs of these units. Batchewana First Nation will approve funding through the rent-to-own program for only one primary residence for each band member.

2. Objectives

Housing is an essential service because it affects the health and well being of all members. This housing policy outlines the rules and regulations by which this service will be provided. One benefit of having a housing policy is that all members can see what their government has said they will do in the area of housing and how this will be accomplished. Community members will also have an explanation of what is required

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of them, if and when they receive assistance through this housing program. The objectives of the rent-to-own housing program are:

- To respond to the demand for homeownership by allocating housing assistance in an equitable manner;
- To protect and enhance the community's investment in housing;
- To share the responsibility for housing between the Batchewana First Nation government and the occupants;
- To keep band members informed of the goals and priorities of community housing plans and their achievement;
- To protect and extend the life of existing housing through maintenance, insurance and renovation policies; and
- To promote individual pride and responsibility for housing.

3. Definitions

As used in the rent-to-own housing policy, the following definitions will apply:

- **Applicant** means a person who is applying for rent-to-own unit.
- **Arrears** refers to rent payments, owed to Batchewana First Nation, that are late/overdue.
- **Band** means the Batchewana First Nation unless indicated otherwise.
- **Band member or member** means a member of the Batchewana First Nation whose name appears on the band membership list maintained according to the band membership department.
- **Certificate of Possession** is a certificate issued by the Minister of Indian and Northern Affairs Canada as evidence of the band member's right to possession of the land described therein. No band member is lawfully in possession of land in Batchewana First Nation unless, with the approval of the Minister, possession of the land has been allotted to him/her by the Council of Batchewana First Nation.
- **CMHC** is Canada Mortgage & Housing Corporation
- **Council** means the Chief and Council of Batchewana First Nation represented by one (1) Chief and eight (8) Councillors elected by members of Batchewana First Nation.
- **Eviction** means the action taken by the housing department to remove an occupant from a rent-to-own unit for failure to honour the conditions of their agreement.
- **Housing department** is the body responsible to facilitate, manage and administer the housing programs and services on behalf of Chief and Council.
- **INAC** is Indigenous and Northern Affairs Canada.
- **Occupancy guidelines** are the number of bedrooms a household requires based on the number of people in the household, their age and their gender.
- **Occupant** means a person who enters into a rent-to-own agreement with the housing department and who pays rent in return for the right to occupy the unit.
- **Rent** means the amount paid or required to be paid by an occupant to the housing department for the right to occupy the rent-to-own unit.
- **Rent-to-own agreement** means a written agreement between the housing

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department and the occupant for the right to occupy a unit, and includes any renewal of such an agreement.

- **Replacement reserve** is a fund that used to cover the cost of replacing major items in the rent-to-own, CMHC subsidized units to ensure the units are kept at an acceptable standard.
- **Unit** means the house occupied by the occupant.

4. Policy Administration and Enforcement

- 1.1 This policy applies to all persons occupying a rent-to-own unit owned by Batchewana First Nation.
- 2.1 The housing department is responsible for the day-to-day administration and enforcement of all housing programs and services. The housing department will prepare all applications and submissions to Council for approval. Chief and Council (Housing Authority) reserves the final decision for all housing program and services.

5. Amendments to the Housing Policy

- 5.1. The housing department will present proposed amendments to this housing policy to Council for approval.
- 5.2. Proposed amendments will be posted publicly at Council office for 30 days to allow community input.
- 5.3. Council may consult with the housing department and/or band members to discuss the nature of any proposed amendments. The decision of Council shall be final.
- 5.4. Where the policy amendment is accepted, the decision of Council shall be dated and the policy manual amended. Amendments take effect the date they are approved by Council.
- 5.5. The housing department will provide notice of the change in policy by:
 - Providing written notice of the policy amendment to occupants within 30 days of approval (3 months notice for any rent increases).
 - Posting the policy amendment publicly at Council office for 30 days after approval.

6. Roles and Responsibilities

- 6.1. Band Membership
 - 6.1.1. As members of the Batchewana First Nation, each person has a right to contribute their views on existing and future housing programs and services. This can be done by participating at community meetings and talking with the housing department or Council. All members are

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encouraged to contribute to the development of housing policies and procedures in Batchewana First Nation.

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

6.2. Chief and Council

6.2.1. As the elected leaders of the Batchewana First Nation, Chief and Council will reserve final decision for all housing program and services.

6.2.2. Council can delegate the function of policy development to others however Council retains the responsibility for reviewing the recommended policies and approving those policies. Following approval of new policies, Chief and Council have the responsibility to ensure members are made aware of the new policies and how they are to be implemented and enforced.

6.3. Housing Department

The key responsibilities of the housing department are to:

- Apply and enforce the housing policy.
- Recommend changes in policy as needed and to review housing goals and priorities annually.
- Maintain an up-to-date list of applications for housing assistance.
- Carry out maintenance and repairs in a cost-effective manner.
- Monitor the effectiveness of all housing policies and programs.
- Report regularly to Council on the activities of the housing department.
- To prepare annual budget requests for the approval of Council.
- To prepare an annual report for Council that includes an audited financial statement.
- To plan and carry out community meetings on policy revisions, amendments and any new programs or services.
- To provide counselling for occupants who require assistance in understanding and assuming their housing responsibilities.

6.4. Occupants

Occupants are required to sign a rent-to-own agreement. They are responsible to live up to the conditions of the agreement which includes, but is not limited to, carrying out minor maintenance and repairs, correcting damage, making monthly rental payments, paying utility costs, keeping the unit and property free of health and safety hazards, and informing the housing department of all planned prolonged absences from the unit.

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7. Maximum Unit Construction Costs/Unit Type

- 7.1. Approvals for the rent-to-own program are subject to funding availability based on the amount allocated by Council in the annual budget.
- 7.2. Council shall determine the maximum per unit construction costs for homes constructed through the rent-to-own program and shall publicly post these amounts.
- 7.3. Council shall determine the unit type(s) and eligible unit house plans available to be constructed through the program.
- 7.4. Approved occupants will be given an option to identify their preferred lot location, and unit type based on the occupancy guidelines (refer to section 11 of this policy) however Council reserves final authority to confirm the eligibility of the occupants' preferred lot location for construction of homes through this program.
- 7.5. Occupants may not make any additions to the unit construction package.

8. New Construction - Contract and Construction Management

- 8.1. The housing department is responsible for contract and construction management in accordance with Batchewana First Nation policies.
- 8.2. New houses shall be situated on surveyed and serviced lots in accordance with Batchewana First Nation lands policies.
- 8.3. Units will be located to take maximum advantage of existing infrastructure such as sewer and water, streets and roads and electrical service.
- 8.4. Construction standards shall be in accordance with the latest Residential Building Code for Indian Reserves, National Building Code, Batchewana First Nation policies, Electrical Code, Ontario Plumbing Code, gas, propane and oil codes, solid fuel burning appliances code and wood foundation code.
- 8.5. Technical support and inspections will be provided by the housing department, the North Shore Tribal Council and/or the authority having jurisdiction.
- 8.6. New units may not be occupied until Batchewana First Nation receives a

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copy of the completion/occupancy certificate issued by the building inspector.

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9. Eligibility Criteria

The following guidelines will ensure equal consideration to all applicants for rent-to-own housing assistance.

- 9.1. Applicant(s) must be 18 years of age or older and a member of Batchewana First Nation.
- 9.2. Applicant(s) must complete a housing application form (refer to Appendix A of this policy for the rent-to-own application; application forms are also available from the housing department).
- 9.3. Applicant(s) may be required to provide verification of household income and complete an affordability analysis in order to confirm their ability to manage the monthly rental payments and other associated housing costs or charges.
- 9.4. Applicants will confirm that, as part of the rent-to-own agreement, they will occupy the property as a principal residence.
- 9.5. Applicant(s) with rental arrears and/or outstanding accounts (money owing) to Batchewana First Nation will not be considered for housing assistance until outstanding accounts are paid in full or, they have honored a repayment agreement for a minimum of six consecutive months.
- 9.6. Applicant(s) with a history of poor tenancy (cited for lease agreement violations where notice to correct or vacate was issued) will not be considered eligible for housing assistance except where either:
 - a) The applicant has documentation from their most recent landlord that confirms compliance with a rental agreement for a consecutive 2 year period, or
 - b) Where a formal rental agreement is not in place, the applicant can supply a reference with which the housing department can confirm the applicant's ability to effectively manage the financial and physical responsibilities of occupying a unit as a tenant, for a consecutive 2 year period.

10. Applications

- 10.1. Application Process
 - 10.1.1. The housing department will date stamp the application on the day it is received.
 - 10.1.2. The housing department will review the application to confirm:
 - That the application is complete and includes all required information,
 - Confirm eligibility per section 9 of this policy,

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- Confirm the unit type (2 or 3 bedroom home) the applicant is entitled to apply for per the occupancy guidelines per section 11 of this policy and note this on the top of the application.
- 10.1.3. The housing department will:
- Enter applicants' information in the computerized waiting list.
 - Stamp the application "Entered" once information is inputted to the computerized system.
 - Arrange the application by date received and file according to the number of bedrooms required.
- 10.1.4. Within 30 days of receipt of the application, the housing department will review/verify information provided and provide written notification to the applicant to confirm eligibility. If the application is ineligible, the housing department will confirm the reason(s) for ineligibility.
- 10.1.5. The housing department will keep a written record of its application review and the reasons for approval or rejection.
- 10.1.6. In advance of Councils' meeting to select applicants for available units, the housing department may conduct an interview with the applicant(s) to review the rent-to-own program requirements, complete an affordability review, and generally confirm the applicants' eligibility for the unit.
- 10.1.7. Applications will be reviewed annually by Council to determine which applicants will be selected. The housing department will contact the successful applicant within 5 working days of selection by Council.
- 10.1.8. Applicant(s) have 5 working days to confirm acceptance of the unit and to make arrangements for an in-person meeting with the housing department to sign the required documentation. Failure to confirm acceptance within 5 days will result in the application being returned to the waiting list.
- 10.1.9. The housing department will maintain the applicant file in a secure location with access only by authorized representatives of the housing department.
- 10.2. Application renewal
- 10.2.1. Applications will be kept on file for one (1) year from the date of receipt. Applicants are responsible to update their application annually. Applications not updated annually will be considered inactive and will be removed from the housing department file.
- 10.2.2. Applications can be renewed/updated by phoning the housing department or arranging for an in-person interview with the housing director before the end of the 1 year period. On receipt of the application renewal, the application will be placed on the waiting list according to the date the application was renewed (new date of application).

11. Occupancy Guidelines

- 11.1. Based on the information provided in the rent-to-own application and confirmed during the in-person interview, the following guidelines will determine the unit type (2 or 3 bedroom) an applicant is eligible for:
- No more than two persons per bedroom.
 - One bedroom for children of the opposite sex up to five years of age.
 - Parent(s) living with a baby must apply for a two bedroom unit.
- 11.2. Only occupants listed in the rent-to-own application are authorized to occupy the rent-to-own unit. If the occupant wishes to have additional occupants live in the unit, they must make a written request to obtain consent to do so from the housing department. The request shall provide detail on the additional person(s) including age and gender. The housing department reserves the right to refuse additional occupants where such approval would result in an overcrowded housing situation per the occupancy guidelines noted in 11.1 above.

12. Rent-to-Own Agreement

The rent-to-own agreement has been developed to protect the unit, the occupant and Batchewana First Nation. The lease agreement reflects current laws and regulations of Batchewana First Nation, the rules set out in this rent-to-own policy, and it confirms the occupant's obligations and the obligations of Batchewana First Nation. A copy of the agreement is included in Appendix C of this policy.

- 12.1. Occupants must sign the rent-to-own agreement prior to occupancy.
- 12.2. The housing department will complete an in-person meeting with the occupant(s) to explain all aspects of the rent-to-own program and the agreement. The housing department shall review all rules imposed on occupants, charges payable by occupants and consequences for breach of the rent-to-own agreement. A record of this meeting shall be made and retained on the occupant file.
- 12.3. Two copies of the agreement shall be signed by the housing department and the occupant(s) prior to the occupant(s) taking occupancy. One copy of the agreement shall be kept by the housing department, the second copy shall be provided to the occupant(s) not later than 21 days after it was entered into.
- 12.4. Subject to Batchewana First Nation laws and regulations, the agreement shall describe the occupant(s) responsibilities.
- 12.5. The agreement is administered in accordance with the terms outlined in

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the agreement and the applicable Batchewana First Nation laws and regulations.

- 12.6. The housing department shall recommend to applicants that they seek independent legal advice with respect to the rent-to-own agreement.

13. Rental Payments and Other Housing Charges

All occupants are expected to contribute toward the cost of housing. Funds collected as rental payments will help to offset the construction, administration and operating costs of the rent-to-own housing program.

13.1. Rental Payments

- 13.1.1. Rent levels are subject to change at the discretion of Council.
- 13.1.2. The housing department will give the occupant written notice of rental increases at least ninety (90) days prior to the effective date of the rental increase.
- 13.1.3. Occupants with income from social assistance and the Ontario Disability Support Program will have the shelter allowance paid directly to the housing department.
- 13.1.4. Rental payments are to be made by cash, cheque or money order payable to Batchewana First Nation. The housing department will provide a receipt for cash/money order payments.
- 13.1.5. The housing department shall, on an annual basis, provide all occupants with a written statement of account confirming payments received and/or payable for the previous calendar year.

13.2. Rent Levels

Occupants of rent-to-own units shall pay monthly rent as follows:

- Two bedroom house - \$450.00
- Three bedroom house - \$500.00

13.3. Other Housing charges

Occupants are responsible to pay all charges for utilities including heat, electricity, telephone, water and sewer (where applicable), appliances and other services, unless otherwise indicated in the rent-to-own agreement.

14. Rent Collection

14.1. Rent Collection Process

- 14.1.1. Rent is due to be paid by the occupant to the housing department monthly on the 1st day of each month. If rent is not paid on the 1st day of the month the rent will be considered in arrears.

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- 14.1.2. For accounts in arrears, rent collection procedures will commence on the 5th working day of the month. All written notices and attempts to contact the occupant by phone made by the housing department will be dated and recorded on the occupant file.
- 14.1.3. Repayment agreements - Both the occupant and the housing department must agree to all repayment agreements, in writing. The repayment agreement will include the amount of each repayment installment and the date the payment is due (refer to Appendix D of this policy). If the occupant fails to honour the repayment agreement, the collection procedures for rental arrears will start immediately after an arrears payment is not made as agreed.
- 14.1.4. First Notice - A first notice will be sent to the occupant on the 5th working day of the first month the payment is missed. The occupant will be advised to pay the outstanding rent in full or make an appointment with the housing department to discuss the late payment and to make arrangements for repayment of the arrears. The housing department will also make every effort to contact the occupant by telephone to resolve the arrears situation.
- 14.1.5. Second Notice - If, by the 15th day of the month the occupant has not contacted the housing department to arrange repayment or if the rent is still in arrears a second notice will be sent to the occupant. The occupant will have 10 days from the date of the second notice to pay the arrears in full or to make an arrangement with the housing department to discuss repayment of the arrears. The notice will include confirmation of the procedures to terminate their occupancy (eviction) should the account remain in arrears.
- 14.1.6. Third notice - notice to terminate occupancy
- a) Agreements signed prior to December 31, 2011 - 60 day notice to terminate occupancy
If, by the 25th day of the month, the occupant has neither paid the arrears in full nor confirmed in writing with the housing department an arrangement to repay the arrears, a third notice - 60 day notice to terminate occupancy will be sent to the occupant (refer to policy section 15)
 - b) Agreements signed after December 31, 2011 - 30 day notice to terminate occupancy
If, by the 25th day of the month, the occupant has neither paid the arrears in full nor confirmed in writing with the housing department an arrangement to repay the arrears, a third notice - 30 day notice to terminate occupancy will be sent to the occupant (refer to policy section 15).
- 14.1.7. The occupant has five (5) days to pay the rent in full. If the rent is paid in full, the notice is cancelled and occupancy continues. If after 5 days the rent is not paid in full, the housing department will commence with procedures to terminate the rent-to-own agreement (refer to policy section 15).
- 14.2. Repeated Late Payments
- 14.2.1. Where the occupant is repeatedly late with/fails to make their rental

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payment as agreed, this is a violation of the terms of their rent-to-own agreement and the housing policy. After the second instance where an occupant is late and/or has failed to make their rental payment as agreed, the housing department will schedule a meeting with the occupant to discuss the situation. During this meeting, the occupant will be reminded of the consequences of failing to honour their payment responsibilities.

- 14.2.2. The housing department will provide confirmation to the occupant that, if there is a third instance where they are late and/or fail to make their rental payment as agreed, the third payment violation will result in termination of occupancy.
- 14.2.3. The occupant must have no violations pursuant to ss. 14.2.1, and 14.2.2 within 12 months in order to return to good standing with BFN

15. Termination of Occupancy/Eviction

15.1. Termination by the Occupant

- 15.1.1. The occupant may terminate their occupancy by giving 30 days written notice to vacate to the housing department. The notice must confirm the address of the rent-to-own unit and the date that the occupant will move out.
- 15.1.2. The notice must be delivered by hand or by registered mail to the housing department, at least 5 days in advance of the 30 days notice period.
- 15.1.3. In the event the occupant terminates their occupancy, they shall forfeit any monies paid pursuant to the rent-to-own agreement up to the date of the notice to vacate.

15.2. Termination by Batchewana First Nation

- 15.2.1. Termination of occupancy by Batchewana First Nation will occur where there has been a breach of the rent-to-own agreement and/or for any of the following:
- 15.2.1.1. Occupant knowingly gave false information to the housing department.
- 15.2.1.2. Occupant is in arrears or is repeatedly late paying rent.
- 15.2.1.3. Occupant is in arrears of the rental payments.
- 15.2.1.4. Occupant or a person permitted on the property by the occupant has:
- Significantly interfered with or unreasonably disturbed another occupant, a neighbouring occupant or the housing department.
 - Seriously jeopardized the health or safety or lawful right of another occupant, a neighbouring occupant or the housing department.
 - Put the property at significant risk.
- 15.2.1.5. Occupant has engaged in illegal activity that has, or is likely to:
- Damage the property

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- Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or a neighbouring occupant
 - Will immediately evicted.
- 15.2.1.6. Occupant has caused extraordinary willful damage in the amount over \$5,000 to the unit or property.
 - 15.2.1.7. Occupant has not carried out required repairs to the property after receiving the required notification.
 - 15.2.1.8. Occupant has not paid the housing department for repairs carried out by the housing department as a result of willful damage or neglect by the occupant or their guest(s).
 - 15.2.1.9. Occupant has assigned or sublet the unit.
 - 15.2.1.10. Occupant has forfeited membership in Batchewana First Nation.
 - 15.2.1.11. An occupant is operating a business out of the rent-to-own unit without receiving prior written approval to do so from the Batchewana First Nation Licensing Officer (in consultation with the housing department and Chief and Council).
 - 15.2.1.12. Where a couple separates or divorces, or on the death of either the primary or secondary occupant, in order to continue to occupy the unit the remaining person must be a member of Batchewana First Nation. Where the remaining person is not a member of Batchewana First Nation, the housing department will issue a notice to vacate within six months of receiving notification of the departure of the band member from the unit.
 - 15.2.1.13. If an occupant receives two (2) Second Notices within a fiscal year they will be immediately evicted.
 - 15.2.1.14. Occupant is using the unit for purposes other than residential purposes without permission of the Housing Department.
 - 15.2.1.15. A tenant will return to good standing if they do not receive any notices for a full year.
- 15.3. Eviction Process
- 15.3.1. Termination of occupancy/eviction will take place only after the 30 day notice to terminate occupancy has been delivered to the occupant and efforts have been made, and documented, by the housing department to meet with the occupant and counsel them on the consequences of failing to resolve the breach. Eviction action will be taken as a last resort in cases where the occupant has failed to resolve the breach of the rent-to-own agreement; this is an effort to provide every chance for settlement, as opposed to removing occupants from the unit.
 - 15.3.2. The written notice to terminate occupancy will be issued to the occupant 30

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- days** before the date that occupancy will be terminated by either:
- Handing the notice directly to the occupant.
 - Securely attaching the notice to the door of the unit. A notice attached to the door is presumed to have been legally served on the third day after it is attached.
 - Handing the notice to an adult who lives with the occupant.
 - Sending the notice by registered mail. A notice sent by registered mail is presumed to have been legally served five days after it is mailed.
- 15.3.3. If the occupant does not vacate the unit at the required date defined in the termination of occupancy notice, the housing department may:
- Obtain the services of the sheriff or the RCMP or retain a solicitor to obtain from the court an Order of Possession and to serve this order on the occupant.
 - Arrange for the locks to be changed and the occupant's possessions to be removed from the premises.
- 15.3.4. Upon termination of occupancy, the occupant will be held responsible for rental arrears and any other expenses that the housing department has incurred as a result of the termination of occupancy.
- 15.3.5. Where the reason for termination of occupancy is rental arrears, after an account has been placed in the hands of a solicitor to proceed with eviction, any offer of payment or settlement (either full or partial) made by the occupant to the housing department or the solicitor is to be declined (acceptance of payment of rental arrears cancels eviction action and reinstates the rent-to-own agreement).
- 15.3.6. Housing Director shall have the authority to evict occupants who violate the terms and conditions of the rental agreement or this housing policy. Council shall be informed of all evictions for information purposes.**
- 15.3.7. In the event the occupant is evicted, they shall forfeit any monies paid pursuant to the rent-to-own agreement up to the date of the eviction notice.
- 15.3.8. Any personal possessions left by the vacating occupant in the unit will be stored by the housing department for 30 days. The housing department will attempt to serve notice to the former occupant to confirm the process and contact information to gain access to the storage unit to retrieve their possessions within the 30 day period. Possessions unclaimed by the occupant shall be disposed of as the housing department determines. Any cost related to storage and/or disposal shall be charged to the former occupant.
- 15.3.9. If, six months after the eviction, the payment arrears and/or other unpaid housing charges have not been paid in full by the occupant, the housing department will submit the account to a collection agency.
- 15.4. **Reacquired Unit**
Where Batchewana First Nation reacquires a rent-to-own unit as a result of default Batchewana First Nation reserves the right to sell the property to another eligible rent-to-own applicant or to operate the unit as a rental unit.

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16. Insurance

- 16.1. Batchewana First Nation shall provide liability and structural insurance on all rent-to-own units.
- 16.2. Where insurance claims are a result of deliberate or willful damage on the part of the occupant and/or their guests, the housing department will charge the occupant the cost of the deductible paid by the housing department to the insurance company.
- 16.3. Occupants are encouraged to obtain insurance to cover contents/personal belongings. This cost is the responsibility of the occupant.
- 16.4. Neither Batchewana First Nation nor the housing department is responsible for the contents/personal belongings of occupants.

17. Maintenance and Repairs

- 17.1. Batchewana First Nation Responsibilities
 - 17.1.1. Batchewana First Nation, through the housing department, is responsible to maintain the unit and property in a good state of repair, to carry out preventative repairs and maintenance and to comply with health and safety standards.
 - 17.1.2. With the exception of repairs of an emergency nature or to respond to health and safety issues, or repairs required to address occupant health (as supported by a letter from a certified health professional) repairs will be made only for occupants whose accounts are not in arrears.
 - 17.1.3. The housing department is responsible for maintenance and repairs arising from normal wear and tear and those related to building structure, whether deemed to be major or minor, heating, electrical, water or a major deficiency not attributed to or caused willfully or negligently, by the occupant or their guests.
 - 17.1.4. The housing department is responsible for maintenance and repairs to major appliances provided in the rent-to-own agreement, except where outlined in the agreement (hot water tank, water pump, furnace, etc.).
 - 17.1.5. The housing department will keep a record of all maintenance and repairs carried out on the unit including response time, reason for the repairs, date of the repair work, repair items and costs.
 - 17.1.6. One year prior to the conclusion of the loan repayment period (i.e. year 19 of a 20 year repayment period), the housing department will provide the occupant with written confirmation of the average annual maintenance and repair and other operating costs for the housing unit, for the previous 5 year period. This will enhance the occupants' awareness of the true cost of homeownership prior to assuming full responsibility for the unit.
- 17.2. Occupant Responsibilities

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- 17.2.1. Occupants are responsible for the general maintenance and repairs outlined in the rent-to-own agreement and for the cost of all repairs required as a result of willful damage or neglect caused by the occupant or their guests.
- 17.2.2. Occupants are encouraged to assume greater responsibility for unit maintenance and repair to prepare them for the transition to homeownership at the end of the 20 year loan period.
- 17.2.3. Occupants are responsible to immediately report to the housing department any accident, break or defect in water, heating or electrical systems, or in any part of the home and its' equipment in general.
- 17.2.4. Occupants are responsible to report, by phone or in writing, to the housing department any repair and/or maintenance issue as these occur, to prevent damage or deterioration of the unit.
- 17.2.5. Occupants are responsible for:
- The removal of ice and snow from the entrance walkways and driveways and
 - Cutting of the grass and maintaining the yard in good order, free and clear of debris and garbage.
- 17.2.6. Occupants are not permitted to make any alterations, additions or improvements to the unit. If any such alterations, additions, or improvements are made, it will be the responsibility of the occupant to return the unit to its original condition at no cost to the housing department.
- 17.3. Emergency maintenance and repairs
- 17.3.1. Emergency maintenance and repairs include:
- Any accident, break or defect in water, heating or electrical systems, or safety features in any part of the home,
 - Any item that presents a hazard to the immediate health or safety of the occupant,
 - Any item that is required to prevent the loss of an essential service.
- 17.3.2. The housing department will provide occupants with a 24 hour emergency contact number to report emergency repairs.
- 17.3.3. Occupants are responsible to immediately report to the housing department any emergency repairs.
- 17.3.4. The housing department will prepare a work order and inspection to confirm the eligibility and nature of the emergency repair and arrange for the work to be completed.
- 17.4. Maintenance and Repairs - Completed by the Occupant
- 17.4.1. Costs related to maintenance/repair work carried out by the occupant without prior approval by the housing will not be reimbursed to the occupant. The housing department must approve all maintenance/repair work before it is carried out.

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- 17.4.2. Where the occupant indicates they are interested in and able to carry out the maintenance/repair work, they must first obtain consent to do so by contacting the housing department by phone or in writing.
- 17.4.3. Material/supply costs only will be reimbursed. Labour costs will not be reimbursed.
- 17.4.4. The housing department will arrange an inspection to confirm:
- The eligibility of the maintenance and repair item to be paid for by the housing department,
 - The range of material costs that will be reimbursed by the housing department, and
 - The occupants' ability to carry out the work.
- 17.4.5. Maintenance/repair work must be completed by the occupant within the time period specified and within the range of eligible material costs as confirmed by the housing department.
- 17.4.6. The occupant must submit original invoices/receipts to the housing department within 30 days of completion of the work in order to be reimbursed.
- 17.4.7. The housing department may arrange an inspection to confirm that the work has been completed as required prior to issuing payment for the eligible materials.
- 17.4.8. The costs of repairs that are determined to be a result of willful damage or neglect on the part of the occupant will be charged to the occupant's account (refer to section 20 of this policy).
- 17.5. Maintenance and Repairs - Completed by the Housing Department
- 17.5.1. Occupants with maintenance and/or repairs requests must contact the housing department either by phone or in writing to confirm the nature of the maintenance/repair work.
- 17.5.2. The housing department will prepare a work order and request an inspection to confirm:
- The eligibility of the maintenance/repairs,
 - The materials required,
 - Whether the repairs are within the capabilities of the housing department or if the repairs are to be contracted out to qualified service providers (i.e. electrical, mechanical and plumbing systems).
- 17.5.3. The housing department will review all work orders and prioritize all requests as follows:
- All repair requests are subject to budget availability.
 - Non-emergency repairs or maintenance related to health and safety (including damaged windows, doors, damaged flooring, and stairs) are considered priority repairs.
 - For repair requests including urgent and non-emergency repairs, non-emergency items will be considered as a separate repair request and considered with other requests for non-emergency repairs.

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- All other repair requests, including requests for improvements, will be dealt with in the order in which they are received.
- 17.5.4. All maintenance/repair work will be inspected by the housing department.
- 17.5.5. The costs of repairs that are determined to be a result of willful damage or neglect on the part of the occupant will be charged to the occupant's account (refer to section 20 of this policy).
- 17.6. Maintenance and Repairs Completed by Outside Contractors
- 17.6.1. Maintenance and repairs determined to be outside the scope of the housing department and those that require specialized expertise will be completed by a qualified contractor.
- 17.6.2. The housing department will issue a call for bids with at least three qualified contractors/tradespersons.
- 17.6.3. Calls for bids shall be in writing and shall contain work specifications and time requirements for start and completion of the work. The call for bids will include the deadline for the bid to be received by the housing department; bids received after the deadline date will not be considered.
- 17.6.4. Bids will be awarded based on costs, warranties, qualifications, experience and servicing. The lowest or any bid will not necessarily be accepted.
- 17.6.5. All call for bids and contract award documentation along with warranties, inspections and other documentation shall be kept on the unit file for a minimum of five (5) years after the work is completed.
- 17.7. Financial Authorities for Maintenance and Repairs
- 17.7.1. The housing department has the authority to approve contracts for maintenance and repairs, excluding work determined to be an eligible replacement reserve item, to a maximum of \$2,500 (labour and materials) per project.
- 17.7.2. Maintenance and repairs requests with costs greater than \$2,500 and repair requests related to eligible replacement reserve items, along with cost estimates, shall be submitted to Council for approval.
- 17.7.3. All contracts pending and awarded shall be included in the monthly housing activity report.

18. Inspections

18.1. Inspection Reports

All inspection reports shall include:

- The general condition of the property,
- The date of the inspection,
- Signature of the inspector and the occupant, where applicable.

18.2. Annual Unit Inspection

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- 18.2.1. All rent-to-own units shall be inspected once annually. The inspection will be carried out to record the condition of the unit both internally and externally. These inspections will identify the need for any preventative maintenance as well as to determine any misuse or negligence on the part of the occupant. Refer to Appendix F for a copy of the unit condition report.
 - 18.2.2. The housing department will send a notice to the occupant one week in advance of the planned annual inspection to confirm the date, time and purpose of the inspection. 24 hours before the inspection, the housing department will phone the occupant to remind them of the planned inspection.
 - 18.2.3. The annual inspection will be completed jointly by a representative of the housing department and the occupant. The report will be reviewed and signed off by both the housing department and the occupant.
 - 18.2.4. Where the First Nation believes that the tenant is in breach of the Housing Policy or Rental Agreement, the First Nation reserves the right to inspect with 24 hours.

19. Use of the Residential Property

Residential properties located in Batchewana First Nation are intended to be used solely for the purpose of a residence for the occupant(s). An occupant wishing to operate a home-based business from the residential property must first contact the Batchewana First Nation Licensing Officer, in writing, who will consult with the housing department and Chief and Council. Submission of a request does not automatically mean approval - each request will be considered and approved/denied based on what is in the best interest of Batchewana First Nation and the occupant.

20. Occupant Damage

- 20.1. The housing department may, at all reasonable times, and with 24 hours written notice to the occupant, enter the unit to examine its condition.
- 20.2. Occupants are responsible to pay repair costs for damage to the unit that result from willful damage or neglect by the occupant, other occupants of the unit and their guests.
- 20.3. Where repairs are required to the house as a result of willful damage or neglect as noted above, the following procedures will apply:
 - The housing department will obtain an estimate of costs to repair the damage,
 - The housing department will meet with the occupant to arrange for payment of the repair costs (either payment in full or through a repayment agreement),
 - After the repair costs are paid in full/a repayment agreement is in place, the housing department will arrange for the repairs to be completed.

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- At the discretion of the housing department the occupant may repair the damage, at their cost, within an agreed upon time frame. The housing department will arrange for an inspection to ensure the repair work meets minimum standards.

20.4. All instances of occupant damage will be recorded in the occupant's file and remain on record indefinitely.

20.5. Where the occupant refuses to pay for the repairs or does not honour the repayment agreement or the occupant does not complete the repair work as agreed, the housing department will file a report of damages to the local police department and will seek restitution from the occupant.

20.6. In cases where the occupant has vacated/abandoned the unit and the housing department confirms willful damage or neglect on the part of the occupant, the housing department will seek restitution from the former occupant for the costs to repair the damage and may file a report of damages to the local police department.

21. Vacated and Abandoned Units

21.1. Vacating the Unit on a Permanent Basis

If the occupant intends to permanently vacate the unit they must provide written notice to the housing department at least 30 days before they intend to vacate the unit. The occupant must deliver the notice by hand or by registered mail to the housing department, at least 5 days in advance of the 30 days notice period.

21.2. Vacating the Unit on a Temporary Basis

If the occupant will be away temporarily from the unit (an absence greater than 7 consecutive days but less than 30 days) they are required to inform the housing department of the absence. This will permit the housing department to monitor the unit.

21.3. Vacating the Unit on an Indefinite Basis

If the occupant must leave the community for an indefinite period of time (greater than 30 days but less than 2 years) due to employment, education, or medical treatment they must contact the housing department by phone or in writing.

21.3.1. If the occupant wishes to arrange a sublet during their temporary absence, they must obtain the written consent of the housing department in order to do so.

21.3.2. Where the occupant has received approval from the housing department to

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sublet the unit on a temporary basis may do so with the following conditions:

- The subletting occupant is responsible for all payments related to the unit, and
- The subletting occupant is responsible to abide by the terms of the rent-to-own agreement and this housing policy.

21.3.3. If the housing department confirms that a sublet is not approved, the occupant must surrender the unit to the housing department. If, after a move-out inspection, the unit is determined to be in good condition, the occupant may be released from the rent-to-own agreement and thereby be eligible to apply for housing assistance if and when they return to the community.

21.3.4. In the event the occupant surrenders the unit, they shall forfeit any monies paid pursuant to the rent-to-own agreement up to the date of the unit surrender.

21.4. Abandoned Units

21.4.1. Where any unit is vacated for more than 30 days without notice to the housing department they may take action necessary to secure the unit (i.e. board up the doors and windows to prevent vandalism). If this is done, the occupant will be charged for the related costs.

21.4.2. Any unit left abandoned for a period longer than 30 days - without written notice to the housing department and arrangements being made for its care will be reclaimed by the housing department and the rent-to-own agreement terminated.

21.4.3. Where the First Nation believes that the unit is abandoned and failure to act could result in collateral damage to the asset. For example, where First Nation believes the house is abandoned and not being heated. This could result in burst pipes due to freezing. First Nation will provide 24 hours' notice.

21.5. Securing the Vacant Unit

Failure by an occupant to inform the housing department of an absence will result in that occupant being charged for any cost required to secure the unit or to repair damages that occur during their absence.

22. Sale of the Unit by the Occupant

The occupant has the right to sell the unit, after such has been purchased and the rent-to-own loan has been paid in full, subject to the following conditions:

- i. The purchaser must be a member of Batchewana First Nation.
- ii. The occupant must notify the housing department that they intend to sell the unit so that the housing department can consider whether they wish to exercise the right of first refusal to purchase the unit.
- iii. On sale of the unit, the occupant is responsible to pay all related sale and closing costs, at the date of closing of the sale.

23. Right of First Refusal

The Rent-to-Own Agreement includes a right of first refusal clause. This clause requires the occupant to notify Batchewana First Nation if they intend to sell the unit so that Batchewana First Nation can consider whether it wishes to purchase the unit.

23.1. Batchewana First Nation will consider exercising the right of first refusal under the following conditions.

- There are other Batchewana First Nation members who wish to purchase the home or,
- Batchewana First Nation wishes to acquire the unit to add to its housing portfolio.

23.2. The right of first refusal shall be exercised where the occupant has obtained a bona fide offer to purchase from an arms-length purchaser.

23.3. Where Batchewana First Nation chooses to exercise the right of first refusal, this must be done within 30 days of receipt of the bona fide offer provided by the occupant.

23.4. Where Batchewana First Nation wishes to exercise the right of first refusal, Batchewana First Nation may purchase the unit from the occupant for an amount at a price equal to the current market value as confirmed by an accredited real estate appraiser, not to exceed an amount equal to the original purchase price agreed to in the Rent-to-Own Agreement, and less the sum of 10% of current market value or purchase price which represents the administrative charge by Batchewana First Nation.

23.5. Where the occupant entered into a listing agreement with a real estate agent, and where Batchewana First Nation exercises the right of first refusal, the occupant is responsible to pay the fee/commission due the agent from their profit on sale. Neither Batchewana First Nation nor the housing department shall pay these costs.

24. Reacquired Rent-to-Own Unit

24.1 Where Batchewana First Nation reacquires a rent-to-own unit as a result of default or where the occupant no longer wishes to exercise their option to own the unit at the end of the 20 year period, Batchewana First Nation reserves the right to:

- (a) Carry out repairs required to bring the unit to minimum standards and operate the unit as a rental unit, or

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- (b) Carry out repairs required to bring the unit to minimum standards and offer the unit to another eligible rent-to-own applicant, or
- (c) Sell the unit out of the Batchewana First Nation housing portfolio at the greater of the current appraised market value as confirmed by a qualified real estate appraiser, or the remaining loan balance.

New Agreement Required

24.2 Where Batchewana First Nation identifies an applicant who meets the rent-to-own eligibility requirements as noted in section 9 of this policy and agrees to enter into a rent-to-own agreement for the reacquired unit, the applicant(s) shall be required to execute a new rent-to-own agreement.

Sale Price

- 24.3 Where Batchewana First Nation wishes to sell the unit to an eligible rent-to-own applicant, the sale price shall be the greater of:
- (a) The remaining book value at the time of the new interest adjustment date, plus repair costs required to bring the unit to minimum property standards, plus legal fees and all other closing costs, or
 - (b) Current market value as determined by a qualified real estate appraiser.

Loan Term

24.4 The loan term for the new rent-to-own loan agreement shall be the lesser of the remaining useful life of the property, as determined by a qualified real estate professional experienced in on-reserve appraisals (appraiser, inspector), or 25 years

Independent Legal Advice

24.5 The housing department shall encourage the new rent-to-own applicant to obtain independent legal advice on the terms of the rent-to-own agreement prior to signing.

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25. Rent-to-Own Agreement - Certificate of Possession/Occupant Responsibilities

- 25.1 Where the occupant has met the terms and conditions of the agreement and at the conclusion of the loan repayment period (i.e. 20 year term) Batchewana First Nation will issue a Certificate of Possession to the homeowner.
- 25.2 After the Certificate of Possession is issued, the occupant is responsible for all costs associated with the unit.

26. Marital Breakdown

- 26.1 If there is a marital breakdown in the context of a Rent-to-Own Agreement, the determination of which party will retain possession of the Rent-to-Own Home will be made in accordance with this Policy, and with all laws applicable to BFN.
- 26.2 Householders who are Spouses, as defined in this Policy, and who are both Members, are considered to be Joint Tenants with equal rights to use and occupy the Rent-to-Own Home. If one Spouse is a Non-member, only the Member Spouse is a Tenant.
- 26.3 In all cases, BFN will defer to any agreement Joint Tenants may make as to which of them will retain possession of the Rent-to-Own Home, so long as such agreement is consistent with this Policy. The Joint Tenants must submit their written agreement to the Housing Committee for review. If the agreement is consistent with this Policy, the Housing Committee will forward it to Council with recommendations as to which Joint Tenant should retain possession of the Rent-to-Own Home.
- 26.4 If Joint Tenants separate and are unable to agree within 30 days of the separation as to which Joint Tenant will retain possession of the Rent-to-Own Home, each individual Joint Tenant will submit a new Housing Application to the Housing Department. The Housing Director will review and score the applications in accordance with section 9 of this Policy and forward the applications to the Housing Authority. The Housing Authority will review the scores and recommend to Council that the Joint Tenant with the highest score retain possession of the Rent-to-Own Home, provided that Joint Tenant meets the eligibility criteria for tenancy and, where applicable, can demonstrate that he/she is able to meet the rental obligations on his/her own. Council has discretion to assign the Rent-to-Own Home taking into account the Housing Authority's recommendation and this Policy.
- 26.5 If the Joint Tenants have children, the Joint Tenant who has primary care of the children will retain possession of the Rent-to-Own House.

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26.6 If custody of the children is equally split between the Joint Tenants, the Housing Department will meet with both parents and attempt to negotiate a resolution agreeable to the parties. If the parties cannot agree, the Housing Department will prepare a report to the Housing Authority. The report will include a recommendation as to which Joint Tenant should retain possession of the house, based on the Housing Authority's determination of what is in the best interests of the children. Council has discretion to assign the Rent-to-Own Home taking into account the Housing Committee's recommendation and this Policy.

Marital Breakdown: Non-member Spouse with children

26.7 If a Tenant and his/her Non-member Spouse separate and there are children of the relationship, the following rules apply:

- (a) If the Tenant has primary care of the children, regardless of whether the children are Members, the Tenant will retain possession of the Rent-to-Own Home.
- (b) If the Non-member Spouse has primary care of the children, but the children are not Members, the Tenant will retain possession of the Rent-to-Own Home.
- (c) If the Non-member Spouse has primary care of the children, and the children are Members, the Non-member Spouse will retain possession of the Rental Unit or Rent-to-Own Home on behalf of the children until they reach the age of 18, or the Non-member Spouse no longer has primary care of the children. The Non-member Spouse will enter into a Rent-to-Own Agreement with BFN as legal guardian on behalf of the children, and the children will be named as beneficial tenants.
- (d) If the house is a Rent-to-Own Home, the Tenant or Non-member Spouse who retains possession of the Rent-to-Own Home must be able to meet the rental obligations on his/her own in order to be permitted to retain possession.

Where a Non-member Spouse retains possession of a Rent-to-Own Home on behalf of Member children, the Rent-to-Own Agreement will stipulate that the Non-member Spouse is responsible to pay the rent on behalf of the Member children, but only the Member children will have the option to purchase the Rent-to-Own Home at the end of the rental period, provided that they meet the eligibility requirements for a Rent-to-Own Home upon reaching eighteen (18) years of age.

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27. Death of an Occupant

- 27.1 If a Tenant of a Rent-to-Own Home dies during the term of the tenancy and before the debt has been discharged, and the deceased Tenant has left a will bequeathing the Rent-to-Own Home to a named beneficiary, the beneficiary may apply to the Housing Department to acquire the house in accordance with the following sections.
- 27.2 If the deceased Tenant maintained a life insurance policy naming First Nation as the beneficiary of the policy, the Housing Department shall ensure that the proceeds from the life insurance policy are used to pay out any outstanding debt amount, arrears or other debts attached to the Rent-to-Own Home, and any proceeds remaining after all the debts are satisfied shall be distributed to the Tenant's heir.
- 27.3 Council will then transfer the CP for the Rent-to-Own Home to the Tenant's heir in accordance with the Tenant's wishes, provided that the heir is eligible to be allotted a CP in accordance with the *Indian Act* and BFN policies.
- 27.4 If the deceased Tenant failed to purchase life insurance, or the life insurance lapsed, is insufficient to pay off the outstanding debts associated with the Rent-to-Own Home, or is otherwise invalid, and the Tenant's estate does not have sufficient capital upon liquidation of the Tenant's assets to pay off the outstanding debt amount, the Tenant's Arrears or other debt related to the Rent-to-Own Home, the Tenant's heir may still acquire the Rent-to-Own Home through Council assigning the Rent-to-Own Agreement to the heir, provided that the heir meets the eligibility criteria for a Tenant of a Rent-to-Own Home, as set out in section ____, and all obligations in respect of the outstanding debt will be transferred to the heir as the new Tenant of the Rent-to-Own Home.
- 27.5 If Tenant of a Rent-to-Own Home dies intestate (without a will), Council may assign the Rent-to-Own Agreement to the deceased's next of kin, provided that the next of kin is a Member and meets the eligibility requirements to enter into a Rent-to-Own Agreement as set out in section ____.
- 27.6 For greater certainty, and subject to s. 5, the Tenant of a Rent-to-Own who dies intestate, the next-of-kin shall be defined as follows:
- (a) The surviving spouse;
 - (b) The oldest child of the deceased;
 - (c) The grandchild of the deceased;
 - (d) The eldest sibling of the deceased;
- 27.7 If a deceased Tenant's heir is unwilling or ineligible to assume the responsibilities of the Rent-to-Own Agreement, the Rent-to-Own Home shall be re-allocated in accordance with this Policy and the Waiting List.

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- 27.8 If a Tenant of a Rent-to-Own Home dies after the debt has been discharged, but before exercising the option to purchase, and there are no Arrears or other debts attached to the Rent-to-Own Home, or the Tenant's estate is sufficient upon liquidation to satisfy such debts, Council may transfer the CP for the Rent-to-Own Home to the beneficiary named in the deceased Tenant's will, or if there is no will, to the deceased Tenant's next of kin in accordance with the priority rules set out in section 48 of the *Indian Act*.
- 27.9 If the Tenant's heir is under the age of 18 and custody has been granted to a non-member, the non-member will be provided with the opportunity to sign the Rent-to-Own agreement on behalf of the member children until they reach the age of 18. Only the member children will have the right to exercise the purchase option.

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Appendix A - Rent-to-Own Application

Batchewana First Nation
Rankin Reserve Community Services
236 Frontenac Street, Rankin Reserve
Sault Ste Marie, ON P6A 5K9
705 759-0914 Ext #229

Rent-to-Own Application

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Who is eligible to receive housing assistance?

- Applicants must be 18 years or older and a member of Batchewana First Nation.
- *Applicants may be required to provide verification of household income in order to confirm their ability to manage the monthly rental payments and other associated costs or charges.*
- Applicants are required to sign a declaration/financial disclosure form authorizing Batchewana First Nation to verify income, credit history as part of the application.

Who is not eligible?

- Any applicant with rental arrears and/or outstanding accounts with Batchewana First Nation until outstanding accounts are paid in full or, if they are currently in debt to the nation, that they have honored a repayment agreement for a minimum of six consecutive months.
- Applicants that have a history of poor tenancy (cited for rental agreement violations where notice to correct or vacate was issued) except where the applicant has documentation from the landlord that confirms compliance with a lease agreement for a consecutive 2 year period.

Occupancy Guidelines

Based on the information provided in the rent-to-own housing application and confirmed by the housing department, the following guidelines will determine the unit type (number of bedrooms) an applicant is eligible for:

- No more than two persons per bedroom
- One bedroom for children of the opposite sex up to five years of age.
- Parent(s) living with a baby must apply for a two bedroom unit.

How will you be notified about the status of your application?

Within 30 days of receiving your application, the housing department will:

- Review the application to confirm that it is complete.*
- Verify information provided in the application and may conduct an in-person interview with the applicant(s).*
- Will provide written notification to the applicant to confirm eligibility. If the application is ineligible, the housing department will confirm the reason(s) for ineligibility.*

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Rent-to-Own Application

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The information requested in this application is based on the rent-to-own housing policy approved by Batchewana First Nation (_____). The purpose of the application is to collect information which will confirm whether the applicant(s) are eligible to receive housing assistance, and the priority of their request for housing assistance.

Completing the application

The following steps must be completed before an application is considered for a rent-to-own unit.

These three steps must be done:

1. The application must be completed in ink and printed clearly.
2. Applications must be filled out completely. Incomplete applications will be returned to the applicant.
3. All of the information provided on the application must be true. A false statement may result in the denial of a unit upon application or an eviction from a unit in the event that an application is successful and the false statement was relied upon when the unit was awarded.

When all of the above items are completed, drop off the application at the housing department office or mail to the address noted at the top of this page.

Application Renewal

Phone or come into the office to update your application annually. If you choose not to do this then your application will be deemed inactive. It is your responsibility to apply each year.

Need Help?

If you require assistance completing the application form, please contact the Housing Department at 705-759-0914, ext 229.

ALL INFORMATION PROVIDED WILL BE KEPT CONFIDENTIAL AND USED FOR THE PURPOSE DESCRIBED HEREIN.

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For housing department use only		
Date Received: By hand ___ By mail ___	Recorded:	Processed by:
Application complete?	Yes: No:	Interview completed? Yes Date: No
Application eligible?	Yes: No: - details	Confirmation letter sent Date:
Council Review		
Review Date:	File #:	Points Awarded:
Application approved	Yes: No: - details	Confirmation letter sent Date:

1. Applicant Information

Please list the names of all of the individuals who will be living in the home. The first name on the list should be the primary occupant (head of the household). Under 'Relationship to Primary Occupant' this could be spouse/partner, children/dependents (son, daughter), and other family member such as aunt, grandparent or someone not related to the primary occupant.

Name (First and Last Name)	Date of Birth	Male or Female	Relationship to Primary Occupant	Batchewana Band member #
1. Primary Occupant:				
2. Secondary Occupant:				
3.				
4.				
5.				
6.				

2. What is your current address?

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3. **What is your mailing address (if different from #2):**

Street No. & Name/Box Number/R.R. #:		
City/Municipality:	Province:	Postal Code:

4. **Contact information**

Primary Occupant	Home phone #	Work phone #	Cell phone #
Secondary Occupant			

5. **Name of Person to Contact in Your Absence**

Name: _____	Home phone #	Work phone #	Cell phone #
Relationship: _____ (i.e. friend, relative)			

6. **Employment History**

Name of present employer/source of income:	
Employment Address:	
City/Town/Reserve:	Postal Code:
Telephone Number:	Occupation:
Total Monthly Income:	Other income:

7. **Information on your current and previous accommodation**

Do you rent or own your current home (please check one)?				Rent <input type="checkbox"/>
				Own <input type="checkbox"/>
What is the monthly rent/mortgage that you pay at your current address?				\$
Please provide information on your current and last two residences				
	From Date	To Date	Name of Landlord (if applicable)	Phone number for landlord
Current address				
Previous address				
Previous address				

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8. Preferred Location of Rent-to-Own Unit

Please check your preferred location (check one):

Rankin Reserve 15D Goulais Bay Reserve Batchawana Bay

9. Previous Housing Assistance Applications

Have you or anyone in your household applied previously for Batchewana First housing assistance? If yes, when was your application submitted? _____	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	---

10. List of Credit References (please include the name and address of your bank).

Name	Address and Phone Number
a)	
b)	
c)	
d)	

11. Declaration/Financial Disclosure

- a. Housing assistance is made available for Batchewana First Nation members. If at any time during my/our occupancy, should I forfeit Batchewana First Nation membership, I/we understand that I/we will be given a 6 month notice to vacate the unit.
- b. I/we understand that Batchewana First Nation is exempt from provincial legislation regulating leasing and eviction procedures. The Batchewana First Nation documents outlining the eviction procedures have been provided to me and the procedures have been explained to me/us and I/we undertake to abide by them or as they might from time to time be amended by Chief and Council.
- c. The undersigned certifies the information contained in this application to be true and consents to the obtaining of credit and/or personal information as may be required at any time in connection with this application and to the disclosure of any credit information concerning the undersigned to any credit reporting agency or to any person with who the undersigned has or proposes to have financial relations. If my application is accepted and the information provided is proved to be false, I/we understand that my application will be denied and/or immediate eviction will result.
- d. Neither the primary or secondary occupant is in arrears on any Batchewana First Nation payments, user charges or other debts.

Primary occupant (please print)	
Signed	Date:

Secondary occupant (please print)	
Signed	Date:

Appendix B - Affordability Analysis

Instructions for housing staff

As part of the housing program, occupants must make monthly payments. They may also be responsible for housing costs they may not be required to make in their current accommodation (i.e. heating, insurance, repairs, etc).

An affordability analysis is an important part of the application package so that both the housing department *and* the applicant can determine whether the applicant can afford to make the required housing payment and pay for other related housing costs. It is recommended that the housing staff assist the applicant to complete this form.

Step 1 - Expected Monthly Housing Expenses

Important - Complete this section of the affordability analysis before the interview!

This information should be based on the past year's average operating costs for the unit that the applicant is applying for, or similar costs (i.e. average heating costs).

Step 2 - Determine Monthly Household Income

Ensure the applicant includes the gross household income (before deductions) from all sources of all adult members who will be living in the unit. The exception is income earned by dependants who are attending school full-time.

Step 3 - Determine Non-Housing Expenses

Have the applicant review each item on the list; keep in mind that it may be necessary to ask them whether they are considering all household and personal expenses.

Step 4 - Amount available for housing-related expenses

Take the gross monthly income from Step 2 and deduct the monthly amount of non-housing expenses from Step 3 to determine the amount available for monthly housing expenses. Then deduct the expected monthly housing expenses from Step 1 to determine whether the applicant can afford to make the monthly housing payment and to pay other related housing costs that they will be responsible for.

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What Housing Costs Can I Afford?

Applicant Name: _____

Housing Unit #: _____

Date of Interview: _____

Step 1 Expected Monthly Housing Expenses

This section will be completed with the housing coordinator who will give you the average housing costs you can expect to pay based on the average costs for the type of housing assistance you have applied for.

Expected Housing Related Expenses	Average Monthly Amount
Rental payments	\$
Utilities (if paid separately including hydro, water/sewer, garbage pick-up, etc.)	\$
Contents insurance	\$
Repairs and maintenance	\$
Other costs (specify)	\$
Total housing-related expenses	\$

Step 2 Determine Monthly Household Income

List the regular gross monthly income (before deductions) for all permanent adult members of the household who will be living in the unit.

<u>Gross Monthly Income</u>	Average Monthly Income Amount
Gross employment income (before taxes and deductions)	\$
Social Assistance benefits	\$
Pension benefits	\$
Employment insurance benefits	\$
Alimony, child support	\$
Other income	\$
Total gross monthly income	\$

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Step 3 Determine Non-Housing Expenses

Now calculate all of your current monthly non-housing expenses.

<u>Current Non-Housing Expenses</u>	Average monthly amount
Groceries	\$
Clothing	\$
Child care, school/sporting fees and related expenses	\$
Phone, cable, internet	\$
Insurance (house, car, medical)	\$
Car/truck loan payment	\$
Gas and other transportation costs including car repairs	\$
Personal loan payments	\$
Credit card payments	\$
Entertainment	\$
Other debts	\$
Savings	\$
Total Monthly Non-Housing Expenses	\$

Step 4 Amount available for housing-related expenses

Total gross monthly income from Step 2		\$
Total monthly non-housing expenses from Step 3	<i>Minus</i>	\$
Amount available for monthly housing expenses	<i>Equals</i>	\$
Total housing-related expenses from Step 1	<i>Minus</i>	\$
Difference	<i>Equals</i>	\$

Appendix C - Rent-to-Own Agreement

Rent-to-Own Agreement

MADE THIS day of , 20__

BETWEEN:

BATCHEWANA FIRST NATION OF OJIBWAYS
Hereinafter called the "First Nation"

And

Registry Number 1980

Hereinafter called the "Purchaser"

Whereas:

- a) The First Nation requested the Minister of Indian Affairs and Northern Development (INAC) to guarantee to Canada Mortgage and Housing Corporation (CMHC) repayment of a loan and further financing for the construction of homes on the _____(hereinafter called "the First Nation", which request was granted by INAC.
- b) The First Nation is authorized under the provisions of the Indian Act R.S.C. 1989, as amended from time to time to administer its own housing program on lands within its jurisdiction including the land described as Lot # _____ C.L.S.R. # _____ and civically known as _____ and hereinafter referred to as "the lands".
- c) The First Nation has agreed that the Purchaser may occupy the premises on the terms and conditions hereinafter set out.
- d) The First Nation has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the First Nation the premises and to take possession of the lands upon the terms and conditions hereinafter set out.

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Services and Equipment

No furnishings, equipment or utilities shall be supplied by the First Nation except those checked below, which the Purchaser agrees are in satisfactory condition and which the Purchaser and guests shall use carefully:

The First Nation has constructed upon the lands a single family residence consisting of a three bedroom, _____ by _____ hi rise.

A refrigerator (make _____, model _____ & serial # _____)

A stove (make _____, model _____ & serial # _____)

A washer (make _____, model _____ & serial # _____)

A dryer (make _____, model _____ & serial # _____)

all of which are collectively hereinafter referred to as "the premises".

NOW THIS AGREEMENT WITNESSES, in consideration of the covenant herein contained the exchange of \$10.00 between the parties and other good and valid consideration the receipt of all of which is acknowledged, as follows:

- 1) Upon the execution of this agreement the Purchaser shall be permitted to take immediate possession of the lands and premises and so long as the terms of this agreement are complied with the Purchaser shall be entitled to the use and enjoyment thereof.
- 2) The Purchaser shall pay the sum of \$_____ per month on the first of each month at its head office on the _____ or at such other place as it may designate, commencing on _____ and each month for 20 (twenty) years until the entire mortgage is paid in full. This payment may be adjusted throughout the years if deemed necessary upon prior notification to Tenant. The Tenant shall receive 90 days notification of any increases.
 - a) Take all necessary proceedings to furnish the Purchaser with a Certificate of Possession for the lands.

Insurance

- 3) The First Nation, as owner, will bear the cost of fire insurance for the home. The cost of personal contents insurance shall be the responsibility of the Purchaser.
 - a) All the cost of the deductible will be charged to the Purchaser for claims as a result of deliberate or willful damage, e.g. smoke damage, broken windows.
 - b) The First Nation will pay 100% of the deductible for accidental damage caused by uncommon occurrences, e.g. fallen trees, wind.
 - c) The Purchaser will not do or omit to do something which may render void or voidable any policy of insurance on the premises.
 - d) The Purchaser will indemnify and save the First Nation harmless for all liabilities, fines, suits and claims of any kind for which the First Nation may be liable or suffer by reason of the Purchaser's occupancy of the premises.

Purchaser's covenants

- 4) The Purchaser shall be responsible for the following up until such time as the loan to the First Nation is paid in full and no outstanding balance remains:
 - a) Not to permit or commit any waste upon the lands or to make any material additions or alterations to the premises without first obtaining the written consent of the First Nation;
 - b) Not to sublet or assign this agreement or any rights or obligations herein contained;
 - c) Not to give up possession of the lands and/or premises;
 - d) To maintain the lands and premises in good, neat and clean condition and state of repair;
 - e) To utilize the premises as a primary owner occupied residential premises only;
 - f) To report any and all damages to the home, to the First Nation.
 - g) To abide by rules and regulations generally in force from time to time regarding occupancy of residential properties in the neighbourhood of the lands and premises and without limiting the generality of same to abide by the rules and regulations annexed hereto as Schedule "A";

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- h) To pay for utilities supplied to the lands and premises together with all levies, rates, duties and assessments whatsoever including, without limitation, water, garbage collection and other service charges levied by the First Nation.
- i) To name a beneficiary (18 years of age or older) in the event of the death of the Purchaser, who is a _____ Band Member. Or, in the event the named beneficiary is under the age of 18 years at the time of the death of the Purchaser, and is a _____ Band Member, under the care of a person who is 18 years of age or older, the beneficiary may be entitled, upon consent of the First Nation, to the benefits of this agreement as if he or she were the Purchaser, upon consent of the First Nation, provided the custodial person responsible for the beneficiary agrees in writing by executing a written Consent to continue the repayment of the loan on the terms set out in this agreement and to abide by the terms and conditions herein. Should the beneficiary in law, choose not to consent to the terms of this agreement including the repayment of any outstanding balance owed by the Purchaser, the First Nation may serve notice of eviction on the beneficiary and/or the custodial person responsible in law for the beneficiary to vacate the premises as described herein.
- 5) The First Nation' Covenants:
- a) To permit the Purchaser to occupy and enjoy the lands and premises until any default shall be made;
- b) To be responsible for the repairs and maintenance of wear and tear (not for unwillfullness of Purchaser, Purchaser's friends or family)guarantee the workmanship of the premises for a period of one year from the date of occupation thereof by the Purchaser.
- 6) PROVIDED UPON BREACH
- a) In the event the Purchaser breaches its obligations as described in paragraphs #2 and #3 above, the First Nation shall notify the Purchaser in writing. Should the Purchaser fail to rectify the breach of its obligations to the satisfaction of the First Nation within 30 days of the date of the written notice, the First Nation may evict the Purchaser by serving written notice on the Purchaser.

- b) In the event the Purchaser is served written notice of eviction by the First Nation, the Purchaser shall forfeit any monies paid pursuant to this agreement up to the date of the eviction.

Vacating the Home

- i) Upon vacating, the dwelling must be left clean or the Purchaser will be charged for cleaning. Clean shall mean floors, walls and appliances cleaned and washed. All electrical light bulbs functioning and in place and all fixtures whole and undamaged. Refrigerator cleaned of all foods and stains, no damage to racks, no debris under or behind the refrigerator. Also, all garbage removed from cupboards, cabinets, etc.
- 7) It is understood by the Purchaser that the premises he or she is purchasing is situated on _____ First Nation reserve land and that the housing being developed through this agreement and others like it has, as an intent, to facilitate housing for Band members. Accordingly, as such, the Purchaser acknowledges that he/she may dispose of the premises, after such has been purchased, subject to the conditions herein, by way of a further Bill of Sale or by way of testamentary disposition only to other members of the _____ First Nation and that any attempt to deal with the premises, whether by Bill of Sale or testamentary disposition or other method of transfer with the premises to an individual or individuals who are not members of the _____ First Nation shall be null and void and shall result in the First Nation having the option of purchasing from the owner the premises at a price equal to the fair market value of the premises (not to exceed an amount equal to the original purchase price herein set out) and less the sum of 10% of the fair market value or purchase price as an administrative charge.
- 8) The parties undertake and agree to do all things and to execute such further and other documentation as might reasonably be considered necessary to give full effect to the nature and intent of this agreement.

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- 9) This agreement shall be binding upon the parties, their personal representative, heirs, estates and assigns.

IN WITNESS WHEREOF this agreement has been executed by the parties hereof as of the day and year first above written.

SIGNED, SEALED and DELIVERED
in the presence of

Witness

Purchaser

Witness as to the signatures of the
authorized signing officers of the
_____ First Nation

FIRST NATION
Per: _____

Per: _____

We have the authority to bind the First Nation.

SCHEDULE A

Occupancy Rules and Regulations

1. The Purchaser is to allow the First Nation to annually inspect the unit. Such inspection is to be scheduled in advance.
2. "To maintain the premises" as to **section 3. (d)** includes, but is not limited to the following:
 - a) To pay rent.
 - b) To report any and all damages to the home to the First Nation.
 - c) Regular replacement of all damaged property i.e. windows, window screens, etc.;
 - d) Smoke, heat detectors are not to be removed and must be maintained for safety of all residents and premises;
 - e) HRV must be utilized from October to April. During this time the HRV is not to be turned off to avoid excess moisture problems that will lead to mold.
 - f) Must clean HRV filters and change furnace filters at least twice a year.
 - g) All garbage shall be disposed of.
 - h) The removal of ice and snow from entrance walks and roofs (subject to _____First Nation's Snow Removal Policy and needs assessment)
 - i) Regular yard care i.e. lawn cutting
 - j) To pay heating, lights, water, sewer, power, telephone and television cable charges.
 - k) Not to assign or sublet the premises without written permission from the First Nation.
3. The Purchaser shall not keep or allow to be placed on the lawn or lands belonging to or adjoining the Premises any unlicensed vehicles of any nature or type whatsoever.

Date: _____

Initials: _____ For the Purchaser

_____ For the First Nation

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<i>Appendix D - Repayment/Arrears Recovery Agreement</i>
--

Occupant Name:	
Account Number	
Monthly Payment Charge \$	Amount of Payment Arrears \$

Agreement to repay arrears between

The Occupant(s): _____

-And -

Batchewana First Nation of Ojibways

I/we the occupant(s), acknowledge the amount of arrears owing on our rent-to-own account of \$_____. In order to repay full amount of arrears I/we agree to pay the regular monthly payment due on the 1st of each month plus an additional amount for the period noted below, as follows:

Due Date (1 st of the month)	Regular monthly payment amount		Arrears recovery amount	Total
	\$	+	\$	\$
	\$	+	\$	\$
	\$	+	\$	\$

I/we understand that failure to meet the repayment arrangements as noted above constitutes grounds for Batchewana First Nation of Ojibways to take corrective action as outlined in the rent-to-own agreement.

Occupant Signature:	Date:
Occupant Signature:	Date:
Housing Department:	Date:

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Appendix E -- Notice to Correct Occupant Damage

Date:

To: (insert occupant's name)

Address of the rent-to-own unit:

Notice delivered: By registered mail Posted on front door (date: _____)

Notice to Correct Occupant Damage

As confirmed by the inspection dated _____ of the rent-to-own unit located at _____ for which you are the primary occupant, you, your guest(s) or other occupant(s) of the unit has willfully or negligently damaged the unit and/or property. The inspection report confirms the following damage to the unit/property and the estimated repair cost for each item:

Repair item	Estimated repair cost

You can correct the damage by making arrangements *satisfactory to the housing department* by either:

- a) Repairing or replacing the damaged item(s) or
- b) Repaying the housing department the cost of repairing or replacing the damaged item(s).

Under the terms of the rent-to-own agreement, and as a condition of your continued occupancy of the unit, you are obligated to repair the damage to the unit no later than (insert date 30 days from the date of notice). Failure to do so will result in legal action being taken to enforce the terms of the agreement.

Please contact a representative of the housing department by phone at 705-759-0914 or in person no later than (insert date 14 days from the date of the notice) to confirm how you will correct the damage.

Housing Department
Batchewana First Nation
Phone: 705-759-0914

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Appendix F - Unit Condition Report

Rent-to-Own Unit Condition Report

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Occupant Name(s)			
Address			
Inspection #1 Date:		Time	By
Inspection #2 Date:		Time	By
Inspection #3 Date:		Time	By

KEY CODES:	NC-needs cleaning, NP-needs painting, RP-replace, NR-needs repair, NS-needs spot cleaning, NSP - needs spot painting, SC-scratched, OK-indicates items is clean/in good working order/undamaged								
	Inspect #1	Inspect #2	Inspect #3	Est. Cost		Inspect #1	Inspect #2	Inspect #3	Est. Cost
LIVING ROOM					KITCHEN				
Floor					Floors				
Walls					Walls				
Ceiling					Ceiling				
Doors					Doors				
Windows					Windows				
Screens					Screens				
Closet					Cabinets				
Elec Fixtures					Drawers				
Light Bulbs					Sink/faucet				
Other					Sink area				
FRIDGE					Counters				
Inside/Parts					Fan/light				
Outside					Elec fixtures				
Light					Light bulbs				
STOVE/OVEN					Other				
Stove outside					DINING ROOM				
Burners					Windows				
Vent					Screens				
Controls					Elec Fixtures				
Oven surfaces					Walls				
Light					Floors				
Oven racks					Other				
Other									

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KEY CODES:	NC-needs cleaning, NP-needs painting, RP-replace, NR-needs repair, NS-needs spot cleaning, NSP - needs spot painting, SC-scratched, OK-indicates items is clean/in good working order/undamaged								
	Inspect #1	Inspect #2	Inspect #3	Est. Cost		Inspect #1	Inspect #2	Inspect #3	Est. Cost
BATHROOM					BEDROOM #1				
Floors					Floor				
Walls					Walls				
Ceiling					Ceiling				
Doors					Doors				
Cabinets					Windows				
Drawers					Screens				
Sink/faucet					Closet				
Shelves					Elec fixtures				
Mirror					Light bulbs				
Tub/shower					Other				
Caulking					BEDROOM #2				
Counter top					Floor				
Fan					Walls				
Bowl/seat					Ceiling				
Towel racks					Doors				
Window					Windows				
Elec fixtures					Screens				
Light bulbs					Closet				
Other					Elec fixtures				
HALLWAY					Light bulbs				
Walls					Other				
Ceiling					BEDROOM #3				
Closet					Floor				
Doors					Walls				
Floor					Ceiling				
Elec fixtures					Doors				
Light bulbs					Windows				
Other					Screens				
FRONT STEP					Closet				
Elec Fixture					Elec fixtures				
Light bulbs					Light bulbs				
Steps					Other				
Other									

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KEY CODES:	NC-needs cleaning, NP-needs painting, RP-replace, NR-needs repair, NS-needs spot cleaning, NSP - needs spot painting, SC-scratched, OK-indicates items is clean/in good working order/undamaged								
	Inspect #1	Inspect #1	Inspect #1	Est. Cost		Inspect #1	Inspect #1	Inspect #1	Est. Cost
ENTRY/STAIR					BACK STEP				
Walls					Elec fixtures				
Ceiling					Light bulbs				
Floor					Steps				
Doors					Other				
Elec Fixtures					MECHANICAL				
Light bulbs					Hot water heater				
Hand rails					Smoke detector				
Steps					Thermostat				
Other					Furnace				
Other					Fire extinguisher				
BASEMENT					Other				
Windows					ENTRY WAYS, OTHER ROOMS				
Screens					Front Door				
Elec fixtures					Back Door				
Light bulbs					Laundry Room				
Laundry tubs					Entryway				
Taps					Other				
EXTERIOR					Other				
Yard/Fencing									
Storage area									
Other									

Comments (please date):

Occupant Signature

Date

Occupant Signature

Date

Housing Director Signature

Date