



COUCHICHING FIRST NATION HOUSING

RENTAL HOUSING POLICY

- 1.0 All Housing policies should be applied fairly by the Committee and the Chief and Council, and measures should be taken to ensure that bias or stereotyping does not replace fact-finding or information needs.
- 1.1 All Couchiching First Nation Members requesting either:
- (a) the rental of a housing unit owned by Couchiching (“Band Unit”) ; or
 - (b) the rental of a CMHC housing unit (“CMHC unit”);
- shall be required to complete a housing application in such form and manner as may be prescribed by the Housing Committee and approved by the Council.
- 1.2 Couchiching First Nation Members wishing to apply for the rental of a CMHC Unit or a Band Unit shall be required to submit their application to the Housing Committee, with an ongoing responsibility to ensure that there is a current application on file. The Housing Committee will advertise available CMHC or Band units in the community newsletter which is also posted on the Couchiching website. Applicant(s) may call the Housing Coordinator to confirm that a current application is on file for the Housing Committee’s consideration.
- 1.3 All applicants wishing to apply for the rental of a CMHC Unit or a Band Unit shall as a condition of their application:
- (a) have a complete and current application on file at the Couchiching Housing Department;
 - (b) be eighteen (18) years of age or older at the time of their application;

- (c) be a Band Member;
- (d) give good reason or cause for any housing arrears with the band;
- (d) be required to execute a Tenancy Agreement; and
- (e) in the case of an applicant for a Rent Geared to Income CMHC Unit:
 - (i) must meet the income and eligibility criteria for allocation of a CMHC Unit in accordance with CMHC's on Reserve Housing Program guidelines.

2.0 SELECTION AND APPROVAL

- 2.1 Applications for the rental or occupancy of CMHC or Band Units shall be prioritized by the Couchiching First Nation Housing Committee in accordance with the following categories:
- A. The Applicant(s) are a family who are presently in accommodations that pose an actual health risk that can be documented by appropriate authority(ies).
 - B. The applicant has a disability where their present accommodations have become unsuitable and a unit better suited, as barrier free or handicap accessible is available (or can be renovated to be suitable).
 - C. The applicant(s) are a family who are living in a rental unit, which is overcrowded, and the family is in good standing with their rental payments.
 - D. The applicants are a young family living with parents, grandparents or other family member, and the young family can afford to move into their own housing unit.
 - E. The applicant(s) wish(es) to move to smaller accommodations as a senior/Elder or single person who is in good standing with their rental payments.
 - F. The applicant is a single person with some form of regular income (including social assistance).

- 2.2 Applicants in each of the categories in subsection 2.1 will be prioritized by the number of band members the applicant will house in a CMHC or rental unit, (limited to 2 members per bedroom in the available unit so as not to overcrowd the unit).
- 2.3 Applications to be considered:
- (a) Completed and up to date applications on file at the Housing Department.
 - (b) it is recommended that applicants submit to the Couchiching First Nation Housing letters of reference regarding the applicant. Where the applicant has previously leased or rented accommodations, at least one of the letters of reference shall be in the form of a landlord reference from a previous landlord. One of the letters could be from a band member who is in good standing with housing payments.
 - (c) applicants demonstrate the ability to pay rent, which could be by authorizing deductions from Couchiching employment income or other payment or through authorizing a credit check or verifying income through showing cheque stubs or Employer's letter.
 - (d) The applicant has no outstanding debt with Couchiching First Nation that is more than 60 days old.
- 2.4 Where a CMHC or Band Unit is made available for allocation, applications shall be reviewed by the Committee and recommendations for allocation forwarded to the Council for their review and determination.
- 2.5 Chief and Council have the final decision-making authority over the allocation but this policy and the objects of a sustainable housing programme will restrain their discretion.
- 2.6 Conditions such as prepayment of 1-3 months of rent are within the discretion of the Chief and Council, but could be recommended by the Housing Committee and/or the Tenant (to proactively deal with financial/former debt concerns only, as this discretion should be used reasonably).

3.0 TENANT RESPONSIBILITIES

- 3.1 It shall be a requirement that all adult persons occupying a CMHC or Band (Rental) Unit be required to execute a Tenancy Agreement with the Band,

in such form and manner as may be recommended by the Committee and approved by the Chief and Council.

- 3.2 Non-band members cannot be a “tenant” in this policy. All tenants must be band members.
- 3.3 In the case of Joint Tenants or Joint Occupants, the rights and obligations of each person executing the Tenancy Agreement shall be considered joint and several and binding on each party.
- 3.4 At the time of signing, the Joint Tenants or Joint Occupants shall verify by written and co-signed letter who the primary tenant is in the event of a separation or divorce in the case of spouses, or otherwise a breakdown in the relationship between the two Tenants or Occupants. The primary tenant will have the first right of refusal in occupying the housing unit in the event or separation/divorce or one tenant/occupant becoming a non-resident of Couchiching First Nation. This letter shall also verify the commitment of both parties to ensure that the rental payment will continue to be paid regardless of marital, residency and relationship status.
- 3.5 Upon execution, an original signed copy of each Tenancy Agreement shall be retained on the records of the Couchiching First Nation Housing Department, with duplicated signed copy of the Agreement provided to the Tenant(s).
- 3.6 For CMHC rent geared to income tenants, together with any persons over the age of eighteen (18) years in the unit: the tenant(s) shall, as and when required, submit to the Couchiching First Nation Housing information respecting verification of their income for the purpose of rental determination and compliance with the provisions associated with CMHC’s On Reserve Housing Program and the Band’s CMHC Operating Agreements.
- 3.7 Every Tenant shall notify the Couchiching First Nation Housing Department if they plan on leaving their unit unattended for a period of fourteen (14) calendar days or more in duration. After 30 days, any CMHC or band unit will be deemed abandoned. The Tenant shall submit their notice in writing to the Couchiching First Nation Housing Department and shall indicate in the notice, the length of time for which they will be away from the unit and provide the name of any person or persons who may be monitoring the unit during their absence.
- 3.8 All CMHC or Band Units that are left unattended for a period of fifteen (15) calendar days or more without advance notice having been given to the

First Nation Housing Department may be entered by the Band's representative for inspection. In turn, after 30 days unattended, the unit will be deemed abandoned and therefore, the unit may be reallocated to another Tenant by the Committee and Council as provided for herein.

- 3.9 As per the Tenancy Agreement, in situations where a housing unit has been abandoned, an inventory of the unit shall be undertaken by Couchiching First Nation Housing Department staff in conjunction with a member of the Tenant's Immediate Family or any relative of the Tenant. In turn, the contents of the housing unit shall be given to the family member or relative or placed in storage by Couchiching First Nation Housing Department staff. If the household effects are placed in storage, they shall be maintained in storage for a maximum period of thirty (30) calendar days during which time they may be picked up by the Tenant upon payment of such removal and storage fees as may be established by the Couchiching First Nation Housing Committee. In the event the household effects are not picked up within the said thirty (30) day period, the items may be disposed of in such a manner as may be determined by the Couchiching First Nation Housing Committee.
- 3.11 The Couchiching First Nation, its staff, the Committee or the Council shall not be liable for any damages or losses associated with the removal, storage or disposition of any household effects of a Tenant or Occupant of a housing unit as provided for herein.
- 3.12 In the event the utilities associated with the servicing of a CMHC or Band Unit are discontinued for any reason and such services remain discontinued for a period of fourteen (14) consecutive calendar days or more, the Tenancy Agreement is severely breached and the unit may be reallocated by the Committee and Council in accordance with the provisions as outlined herein. Further, the obligation shall be on each Tenant to notify the Couchiching First Nation Housing Department of the discontinuation of any utility services to their housing unit within forty-eight (48) hours of the discontinuation occurring. In the event a Tenant fails to do so, they shall be personally responsible for any losses or damages sustained to their housing unit as a result of the discontinuation of the utility services.
- 3.13 A Tenant may voluntarily relinquish occupancy of their housing unit by providing to the Couchiching First Nation Housing Committee a minimum of thirty (30) calendar days' notice in writing. The Couchiching First Nation Housing Committee may waive notice in whole or in part.

- 3.14 Notwithstanding the provisions of subsection 3.13 above, nothing herein contained shall be construed as prohibiting a Tenant and the Band from agreeing to mutually terminate the terms of any Tenancy Agreement at any time.
- 3.15 Every Tenant shall ensure that they along with their family members, visitors, invitees or guest do not engage in any conduct or activity within their housing unit which may:
- (a) create excessive noise or disturbances or which may cause a nuisance or annoyance to the Tenants of any neighbouring properties; or
 - (b) result in criminal activity occurring within the housing unit, especially activity that places the neighbourhood at risk or fear for their safety; or
 - (c) result in damage to the housing unit.
- 3.16 Depending upon the gravity of the circumstances, the Committee may recommend that the Council implement the following disciplinary procedures in relation to a Tenant who violates the provisions as contained herein:
- (a) in the case of noise or disturbance complaints received in writing, Council may provide written notice to the Tenant requesting that the Tenant or cease and desist such conduct, failing which Council may proceed with the exercise of any rights or remedies available to them including eviction of the Tenant from the unit and the discontinuation of any further services to the unit; or
 - (b) in the case of criminal activity occurring within the housing unit the Committee may recommend that the Council exercise any and all rights and remedies available to them including eviction of the Tenant from the housing unit; or
 - (c) in the case of damage to the housing unit the Committee may recommend that the Council issue a demand letter for the tenant to repair the damage within five (5) days, or a tenant's agreement to pay for the repair bill, or any other right or remedy available to them including eviction of the Tenant from the housing unit.
- 3.17 The remedies available to Council to deal with excessive noise, disturbance complaints, the conducting of criminal activity, or causing

damage to the housing unit as provided for herein shall be in addition to any rights or remedies which may be available to the Council in law or in any bylaws or legislative enactments respecting such activities as may be enacted from time to time by the Council or other government authority.

4.0 TRANSFER OF UNITS

- 4.1 There is no right to transfer units between individual tenants and any such activity is a breach of the Tenancy Agreement and could lead to eviction for any unauthorized tenant. The Tenant has a right to request more suitable accommodations if their family size or living conditions have changed.
- 4.2 A Tenant may upon written application to the Couchiching First Nation Housing Committee, apply for a transfer from one CMHC or Band unit to another under the following circumstances:
 - (a) the Tenant's family size increases or decreases;
 - (b) the Tenant or member of their family becomes disabled;
 - (c) the Tenant's financial situation or circumstances changes.
 - (d) All applications for the transfer of a housing unit shall be accompanied by a written request as signed by each Tenant involved in the transfer. The written application shall outline in sufficient detail the reasons for the requested transfer and the proposed date for the transfer.
- 4.3 Upon receipt of the written application from the parties the application shall be reviewed by the Housing Committee and a recommendation made as to acceptance or denial of the request, which shall be forwarded on to the Chief and Council for final determination.
- 4.4 In the event the request for the transfer of the housing unit is approved by the Chief and Council, the following provisions shall apply:
 - (a) each Tenant or Occupant involved in the transfer shall be required to execute a new Tenancy Agreement with respect to the unit they intend to occupy;
 - (b) both parties shall sign an Agreement relinquishing any and all rights and interests that they have in their previous units in such form as may be recommended by the Committee and approved by the Council; and

- (c) upon execution, an original signed copy of each Tenancy Agreement shall be retained on the records of the Couchiching First Nation Housing Department, with duplicated signed copy of the Agreement provided to the Tenant(s).

- 4.5 Upon the death of a Tenant, if the Tenancy Agreement is entered into in the name of one or more Joint Tenants then the surviving Tenant shall be entitled to remain in the unit, provided that:
 - (a) they are in good standing under the terms of their Tenancy Agreement and are not in default of any obligations arising there under;
 - (b) the surviving Tenant's family meets the eligibility criteria for allocation of a CMHC or Band Unit as prescribed in this policy; and
 - (c) that within sixty (60) calendar days following the date of death of the deceased Joint Tenant or Occupant they enter into a new Tenancy Agreement in such form as may be recommended by the Committee and approved by the Chief and Council.

- 4.6 In the event that there is not a surviving Tenant listed on the Tenancy Agreement the housing unit will revert to an available unit and any persons in the unit must vacate the unit within a reasonable time. The matter should immediately be brought to the attention of Chief and Council under these circumstances.

- 4.7 In the event the foregoing provisions are not complied with or are rendered inapplicable due to the circumstances, then the housing unit shall revert back to the Band and shall be subject to reallocation by the Committee and Council in accordance with the provisions as outlined in this Policy.

- 4.8 In the event of a divorce or separation occurring among the residents of a housing unit, be they Tenants, Joint-Tenants, or spouses, the following provisions shall apply:
 - (a) as a general rule, if the marriage involves a non-Band member, that non-member spouse has no interest in a band unit or CMHC home in Couchiching First Nation;
 - (b) The co-signed letter on file regarding who is the Primary tenant in the home shall be followed;

- (c) in the event that there is no co-signed letter on file, and both of the former spouses are band members:
 - i) if both parties have been awarded joint custody or arrangements have been made between the parties as to joint custody of the children, then the parties shall forward a written statement to the Committee indicating which party will have the privilege of occupying the unit; and
 - ii) in the event the parties are unable to agree among themselves as to allocation of the housing unit the matter shall be referred to the housing committee whose recommendation will be brought to Chief and Council for final determination.
- (d) It shall be a precondition to the transfer of a housing unit as provided for herein that in the event both spouses are not listed in the original Tenancy Agreement, then the person to whom the unit is to be allocated to shall be required to enter into a new Tenancy Agreement with the Band with respect to the unit, provided that they meet the eligibility criteria for allocation of a housing unit as provided for within this policy.

4.9 In the event the foregoing provisions are not complied with or are rendered inapplicable due to the circumstances, then the housing unit shall revert back to the Band and shall be subject to reallocation by the Committee and Council in accordance with the provisions as outlined in this Policy.

5.0 Default of Tenant's Responsibilities

- 5.1 Any one or more of the following events shall constitute a default by a Tenant under the terms of their Tenancy Agreement:
 - (a) the Tenant fails to pay any rental or repair fees as provided for under their Tenancy Agreement when the same become due and payable;
 - (b) the Tenant fails to observe any term, provision or covenant under their Tenancy Agreement to be performed, and such failure shall continue for a period of ten (10) calendar days after notice thereof has been given by the Band to cure such default;

- (c) the Tenant abandons their housing unit for thirty (30) calendar days or more without notifying the Band; or
 - (d) the Tenant proceeds to transfer, assign, or part with possession of their interest in their housing unit without prior, written approval of Council, or is in violation of the provisions of this Policy.
- 5.2 Upon the occurrence of any of the events of default as provided for above, the Housing Committee may recommend that the Chief and Council exercise any or all of the following remedies:
- (a) the Chief and Council may make such payments or take such actions as they may consider necessary to remedy the default and upon demand recover such payments from the Tenant together with any other sums due and payable by the Tenant under the terms of their Tenancy Agreement. Any costs incurred by the Council in taking such action to remedy the default shall be payable by the Tenant and shall be added to the amounts recoverable from the Tenant;
 - (b) designate an Agent to enter upon and take possession of the housing unit with or without demand or notice and thereafter proceed to reallocate the unit upon such terms and conditions as the Council may deem appropriate. No acceptance of rent or any payments subsequent to any breach or default nor any condoning, excusing or overlooking by the Council on previous occasions of any breach of default for which re-entry is made shall be taken to operate as a waiver or in any way defeat or affect the rights of the Council in exercising any of its remedies as provided for herein;
 - (c) withdraw all or any portion of the services to be provided by the Band to the housing unit; and
 - (e) exercise any other rights or remedies it may have in law against the Tenant.
- 5.3 Unless otherwise provided for by the Band, each Tenant of a housing unit shall be responsible to pay when due all charges in respect of natural gas, electricity, cable, telephone and any other utility charges as may be applicable to their housing unit. Each Tenant or Occupant of a housing unit must maintain any utilities to the unit in their name as signed on the original Tenancy Agreement unless otherwise provided for by the Band. Any Tenant who fails to pay their utility charges when due shall be considered in default of their Tenancy Agreement and may be subject to

the rights and remedies of default as provided for therein. Further, any Tenant who has their utility services discontinued for fourteen (14) days or more shall be considered as have seriously breached their Tenancy Agreement, in which case the said unit may be subject to reallocation by the Committee and Council as provided for herein.

- 5.4 Every Tenant shall notify the Couchiching First Nation Housing along with the utility companies of the transfer of any utility services supplied to their housing unit.
- 5.5 Every Tenant must provide proof of good standing by way of submitting a copy of every utility supplier's bills (gas and hydro) for the months of January, April, July and October of the current year.
- 5.6 Tenants are prohibited from signing multi-year contracts for the supply of electricity or gas from a utility reseller to their home.
- 5.7 Each Tenant shall be responsible for maintaining the allotted yard site surrounding his or her housing unit.
- 5.8 Each Tenant shall refrain from storing any property or planting any trees that may prevent access to the utility facilities used to service their housing unit.
- 5.9 Due to the fact that the majority of water and sewer and other utility facilities are located in front of the respective housing units, Tenants shall refrain from storing any property or parking any vehicles in front of their housing unit anywhere other than driveways and parking areas provided. \
- 5.10 All abandoned vehicles or any property associated therewith shall be stored at a minimum fifty (50) meters from any housing unit or any well, sewage discharge system or any utility lines which may be used to service the housing unit.

6.0 PROTECTION OF PROPERTY

- 6.1 Any contravention of section 6 that results in damage or need for repairs or replacement of equipment or materials in the housing unit may be cause for eviction or repayment depending on the severity of damage.
- 6.2 Every Tenant or Occupant shall abide by and comply with all fire and health and safety regulations as may be applicable to their housing unit. Tenants will be given a document appended to their Tenancy Agreement to notify them of the above regulations.

- 6.3 No Tenant or Occupant shall bring or permit any contaminants or noxious, dangerous, flammable or other toxic substances to be brought into or stored within their housing unit or within any property located adjacent to their housing unit, a list of prohibited substances is found in Schedule 2.
- 6.4 Tenants or Occupants of Couchiching First Nation will not be permitted to erect, construct, or excavate any pool structure which is designed to operate, or operated by attachment to a filtration system or any swimming pool having a depth at any part thereof of more than 24 inches. Exceptions will be for pools that are drained after use, or pools that have a fence that will keep children away from the pool when not supervised by an adult. Non-compliance with a second notice of having a pool above 24" will result in the eviction process being implemented by the Band.
- 6.5 Any tenant who wishes to erect any playground or play equipment for children must actively supervise this equipment. Couchiching First Nation will not be liable for any playground or play equipment of any kind erected by private individuals within their yards.
- 6.6 Every Tenant shall dispose of garbage in appropriate receptacles.
- 6.7 Tenants or Occupants shall not place, leave or permit to be placed or left on or in their housing unit any material or garbage which may cause a health or safety hazard within, or adjacent to the housing unit. Food waste should not accumulate in any outdoor receptacle beyond one day as it poses both a health hazard and may attract wild animals.
- 6.8 No electrical, telephone or other installations shall be made to a housing unit without the prior written consent of the Couchiching First Nation Housing Committee or designate, except for at such facilities as may be provided by the Band in relation to the unit.
- 6.9 No electronic wiring shall be installed and no electrical fixtures may be installed, repaired or removed from a housing unit by a Tenant without the prior written consent of the Couchiching First Nation Housing Committee or designate.
- 6.10 Every Tenant shall advise the Couchiching First Nation Housing Coordinator in writing of any animal that may be kept in or adjacent to their housing unit. All animals must be a domesticated nature because wild animals, no matter how small or young are dangerous. The Couchiching First Nation Housing reserves the right to decline approval for any pet or

animal to be housed within or adjacent to a housing unit. Rental Charges may increase if a Tenant keeps a pet/animal companion.

- 6.11 Tenants must comply with any by-law of the community including the animal control by-law or dog by-law.
- 6.12 Tenants shall be liable for all losses or damages that may be caused to their housing unit by their pet or animal. Further, each Tenant shall be fully responsible for any liability associated with any claims or actions for personal injury or property damage to any persons arising from or in any way attributable to their pet or animal.

7.0 RESPONSIBILITIES OF THE LANDLORD

- 7.1 The onus is on the tenant to ensure that their concerns, issues, disputes and complaints are communicated to the Housing Coordinator, who is the first point of contact for the Housing Committee. The Housing Committee and its Coordinator are responsible for ensuring proper and timely communication and appropriate responses to concerns, issues, disputes and complaints.
- 7.2 Under normal circumstances, the Band Manager/Housing Coordinator will respond to concerns and housing related matters within 48 hours.
- 7.3 In an emergency situation, the response time from the Band Manager/Housing Coordinator will respond to concern and Housing related matters within 4 hours.
- 7.4 All tenants should have access to the Band Manager's cell phone (for after hours use only). Normally, during general business hours of 8 a.m. to 4:30 p.m. the Housing Coordinator is the first point of contact at the band office. General business hours do change in the summer and winter months.
- 7.5 The water and sewer service fees chargeable in respect of each housing unit shall be established by resolution of the Council at the beginning of each year and each Tenant shall receive written notice as to the applicable service fee to be payable in respect of their housing unit, provided that until further amended the service fees payable in respect of each housing unit shall be set at a base amount of twelve and a half (\$12.50) dollars per month.
- 7.6 Band members who are 55 years of age or older do not pay for water and sewer service fees.

- 7.7 All charges with respect to rental, and water and sewer service fees payable by a Tenant shall be due and payable on or before the first day of each month.
- 7.8 All rental and water and sewer service fees or any arrears in relation thereto shall be paid by the Tenant to the Couchiching First Nation Housing in the form of:
- (a) cash or money order;
 - (b) cheque;
 - (c) in the case of a Tenant who is an employee of the First Nation or any of its operating entities, through payroll deduction during each of the Tenant's regular pay periods;
 - (d) in the case of a Tenant who is on social assistance, through direct payment from the Couchiching First Nation Social Assistance Department; and
 - (e) in the case of a Tenant who occupies an elected or appointed position on behalf of the Band for which a per diem, honorarium or other remuneration is payable, through deduction from such payments.
- 7.9 Any Tenant who fails to pay their rental or water and sewer service fees or any other payments as provided for herein shall be considered in default of their obligations and may, without restricting the generality of the foregoing, be subject to the following actions as recommended by the Housing Committee to be directed by the Council:
- (a) the exercising of all rights and remedies provided for under section 7.10 hereof, including the eviction from the housing unit;
 - (b) the forwarding of all outstanding amounts to a collection agency for enforcement;
 - (c) the referral of all outstanding amounts to applicable credit reporting agencies for registration against the Tenant;
 - (d) the initiation of legal proceedings to enforce collection of the outstanding amounts; and

- (e) the public posting within the First Nation of the Tenant's name and the amounts outstanding.

7.10 Upon the occurrence of any of the events of default as provided for above, the Committee may recommend that the Council exercise any or all of the following remedies:

- (a) The Committee may recommend that the Housing program make such payments or take such actions as they may consider necessary to remedy the default and upon demand recover such payments from the Tenant together with any other sums due and payable by the Tenant under the terms of their Tenancy Agreement. Any costs incurred by the First Nation in taking such action to remedy the default shall be payable by the Tenant and shall be added to the amounts recoverable by the Tenant;
- (b) enter upon and take possession of the housing unit with or without demand or notice and thereafter proceed to reallocate the unit upon such terms and conditions as the Committee may deem appropriate. No acceptance of rent or any payments subsequent to any breach or default nor any condoning, excusing or overlooking by the Committee or Council on previous occasions or any breach or default for which re-entry is made shall be taken as to operate as a waiver or in any way defeat or affect the rights of the Council in exercising any of its remedies as provided herein;
- (c) withdraw all or any portion of the services to be provided by the First Nation to the housing unit; and,
- (d) exercise any other rights or remedies it may have in law against the Tenant.

8.0 Maintenance and Other Services

8.1 The Housing Coordinator and Maintenance personnel shall not be expected to attend to repair or maintenance calls after regular work hours, save and except for emergency repairs or repairs involving electrical, heating, water or sewer facilities that may arise during the winter months. Most of this work requires professionally trained personnel who are contractors and their schedules are out of the control of the band operations and management.

8.2 The Committee may recommend that the Council authorize the relocation of a housing unit for the following reasons:

- (a) flooding problems;
 - (b) health reasons;
 - (c) condition of the basement; or
 - (d) soil conditions.
- 8.3 Prior to considering the relocation of a housing unit the Couchiching First Nation Housing Committee shall have the unit inspected by a building inspector, environmental health officer and any other qualified personnel as required and reports prepared on the condition of the housing unit. All reports together with their recommendations shall be forwarded to the Council for their review and consideration.
- 8.4 Any alternate site for the relocation of a housing unit shall conform with:
- (a) Medical Services water and sewer guideline;
 - (b) all utility suppliers distance requirements; and
 - (c) any other legislation and/or policies of the Band.

8.5 MAJOR AND MINOR REPAIRS

- 8.5.1 Subject to the provisions in this policy, it is acknowledged that each housing unit will require repairs and maintenance. The Couchiching First Nation Housing department shall be responsible for covering all costs associated with the conducting of repairs that are classified as “major repairs”. In turn, each Tenant shall be responsible for all costs associated with the completing of, what are defined herein as “minor repairs”. Schedule 1 is a list of the following repairs commonly associated with housing units and their classification as either major (being the responsibility of the Couchiching First Nation Housing Department) or minor (being the responsibility of the Tenant).
- 8.5.2 All major repairs shall be completed by employees, servants, agents or contractors on behalf of the Couchiching First Nation Housing Department. Repairs shall be conducted at such times as determined by the Couchiching First Nation Housing Department, provided that priority shall be given to those Tenants who are in good standing and who are not in default of any of their obligations under their Tenancy Agreements.
- 8.5.3 Minor repairs shall be completed either directly by the Tenant(s) or by employees, servants, agents or contractors on behalf of the Couchiching First Nation Housing Department. In instances where minor repairs are

completed by Tenant(s) or Occupant(s), all repairs shall be inspected by officials on behalf of the Couchiching First Nation Housing Department to ensure compliance with national building code standards.

- 8.5.4 All costs associated with the conducting of the minor repairs shall be invoiced separately to the Tenant or added to the rental or sewer and water fees payable by the Tenant or Occupant. Any Tenant who fails to pay such costs within a period of sixty (60) calendar days following their tendering shall be considered in default of their Tenancy Agreement and be subject to the remedies of default thereunder. For Seniors or disabled Tenants, the costs associated with conducting of minor repairs may be waived in whole or in part by the Council.

9.0 INSPECTIONS AND ACCESS TO HOUSING UNITS

- 9.1 The Couchiching First Nation Housing Department together with its employees, servants, agents and contractors, including employees and agents of the Couchiching First Nation, shall have access to all CMHC or Band Units located on the reserve for the purpose of inspecting the said units and undertaking any repairs to the units as may be required.
- 9.2 Tenants shall ensure that someone is at the housing unit when employees, servants, agents or contractors of the Couchiching First Nation Housing Department or the necessary Utility providers, their employees or agents or contractors are attending for the purpose of undertaking any inspections, maintenance or repairs to the unit. Where practical, inspections, maintenance and repairs of housing units shall be undertaken during regular work hours.
- 9.3 Employees, servants, agents or contractors of the Couchiching First Nation shall refrain from entering a housing unit if there is evidence of disturbance or an illegal act occurring in the unit. A report shall be provided to the Committee.
- 9.4 In the event emergency repairs are required to a housing unit and Couchiching First Nation Housing Department staff cannot locate the Tenant or Occupant after making reasonable efforts to do so, then under such circumstances employees, servants and agents from the Couchiching First Nation Housing Department shall be entitled to access the unit without permission from the Tenant for the purpose of completing the emergency repairs.

- 9.5 Housing, fire and other related inspections shall be conducted on each housing unit at such time or times as approved by the Couchiching First Nation Housing department.
- 9.6 The Couchiching First Nation Housing Coordinator or other designate shall conduct home visits and inspections on each housing unit, at a minimum, on an annual basis to ascertain and document the condition of the unit.

10.0 MANDATORY INSPECTION AND OCCUPANCY REVIEW

- 10.1 For new Tenants, during the first six (6) months of a Tenancy Agreement, Couchiching First Nation Housing Department staff shall conduct periodic inspections of the CMHC or Band unit with the co-operation of the Tenant. The purpose of the inspection shall be to review the condition of the unit along with the Tenant's compliance of the terms and provisions of their Tenancy Agreement. If during the inspections or thereafter, it is determined that the Tenant is not in compliance with the terms and provisions of their Tenancy Agreement, the Tenant shall be considered in default and the Council may accordingly exercise any rights or remedies or default that may be available to them under the Tenancy Agreement.

11.0 AMENDMENTS

- 11.1 Any Band Member may suggest changes to this Policy following its adoption. Any proposed amendments to this Policy following its adoption shall be processed as follows:
- (a) any Band Member wishing to bring forward proposed amendments to the Policy shall notify the Couchiching First Nation Housing Committee in writing of the proposed amendment and the reasons therefore; and
 - (b) upon receipt of the documentation referred to in subsection 11.1(a) the matter shall be forwarded to the Council for their review and consideration. In turn, the Council shall review the proposed amendments suggested and make a decision as to whether the amendment deserves further discussion and debate. If the Council is of the view that the matter warrants further discussion and debate, the proposed amendment shall be placed on the agenda for discussion at the next regularly scheduled Band information meeting. If the Council feels that the amendment is unnecessary,

the Council shall so notify the Band Member of their denial of the amendment and the reasons therefore.

11.2 At the Band informational meeting, the proposed amendment shall be submitted to the Band Members present for their consideration and based upon the input received from the Band Members at the meeting; the matter shall then be referred back to the Council for determination at a subsequent Band Council meeting. At the Council meeting a written resolution outlining the proposed amendment and the wording in relation thereto shall be brought forward to the Council for a vote. If approved, the amendment shall take effect at the time or times specified in the written resolution adopting the amendment. If the amendment is not approved, the same shall be recorded in the minutes of the Council meeting.

11.3 Copies of all amendments adopted by the Council pursuant to the provisions of subsection 11.2 hereof shall:

- (a) be provided to all:
 - (i) Tenants and Occupants;
 - (ii) Committee Members; and
 - (iii) Personnel employed within the Couchiching First Nation Housing Department; and
- (b) be retained at the Couchiching Band Office and made available for review by Band Members at any time during normal business hours.

SCHEDULE 1: MAJOR AND MINOR REPAIRS

LIST OF REPAIRS		
FLOORING:	Underlay and fasteners	Major
	Tile, rug or linoleum and adhesives	Major
	Installation	Major
INTERIOR WALL REPAIRS:	Patch and/or replace gyproc	Minor
	Mudding, Sanding	Minor
	Painting	Minor
	Spraytex (ceiling)	Major
	Wall Covering	Minor
WINDOWS:	Glass Replacement	Major
	Hardware repair	Minor
	Hardware replacement	Major
	Screen repair/replacement	Minor
	Weather-stripping	Minor
	Track for windows	Major
EXTERIOR DOORS:	Glass replacement	Major
	Door knobs	Major
	Hinges	Major
	Weather-stripping	Minor
	Door sweep	Minor
	Screen	Minor
	Track for doors	Major
INTERIOR PASSAGE DOORS:	Door knobs	Minor
	Hinges	Major
	Door/jamb	Major
	Door	Minor
CLOSET DOORS:	Door	Minor
	Door/jamb	Minor
	Track for doors	Minor
	Handles	Minor
INTERIOR FINISHING:	Casing	Minor
	Closet rods	Minor

	Closet shelves	Minor

ELECTRICAL:	Electrical covers	Minor
	Switches and plugs	Major
	Outlets	Major
	Breakers	Major
	Wiring	Major
	Light fixtures	Major
PLUMBING:	Taps/faucets replacement	Major
	Taps/faucets repair	Minor
	Toilets and tank	Major
	Seat covers and lids	Minor
	Interior Parts of Tank	Major
	Sinks	Major
	Bathtub	Major
	Showers	Major
	Tub surround	Major
	Shower heads	Minor
	Shower rod	Minor
	Wax rings	Major
	Water pumps	Major
	Sewer pumps	Major
	Sewer filters	Major
	Pressure switch	Major
	Hot water heater	Major
	Pressure tank	Major
	Caulking	Minor
	Water/sewer lines	Major
HEATING:	Cold/warm air vent covers	Minor
	Heating ducts	Major
	Furnace filter	Minor
	Air to air filter	Minor
	Furnace Parts	Major
	Furnace Regular Maintenance (Yearly)	Major
	Duct cleaning - every five years	Major

CUPBOARDS AND VANITIES:	Handles	Minor
	Doors	Minor
	Drawer tracks	Minor
	Hinges	Minor
	Countertop	Major
	Backsplash	Major
ROOF SYSTEM:	Sheathing/fasteners	Major
	Shingles/fasteners	Major
	Flashing	Major
	Insulation/poly	Major
EXTERIOR FINISHING:	Sheathing	Major
	Poly/house wrap	Major
	Siding/Siding corners	Major
	Ranchwall	Major
	Parging	Major
	Eavestrough/downspouts	Major
	Splashpads	Minor
	Soffit/fascia	Major
	Flashing	Major
	Steps and railings	Major
	Ramps	Major
	Patio blocks	Minor
	Exterior Painting	Major
MISC.	Medicine Cabinets and Mirrors	Minor
	Towel bars	Minor
	Smoke alarms	Major
	Carbon Monoxide alarms	Major
	Fire extinguishers	Major
	Hand rails/Interior	
	Spindles/Varnish/Stain	Minor

APPLICANCES: Stove: (FOR RGI CMHC UNITS)	Range: elements	Minor	
	Knobs	Minor	
	Wiring	Major	
	Gas line	Major	
	Pilot lights	Major	
	Glass	Major	
	Oven Door	Major	
	Drip plates	Minor	
	Timer	Major	
	Fridge:	Drawers	Minor
		Shelves	Minor
		Door handles	Minor
		Freon	Major
		Motor and compressor	Major
	Washer:	Hoses	Minor
		Motor	Major
		Timer	Major
		Knobs	Minor
		Belts	Major
Dryer:	Timer	Major	
	Knobs	Minor	
	Vents	Minor	
	Motor	Major	
	Belts	Major	
LANDSCAPING:	Grass Seeding	Minor	
	Fences	Minor	
	Black dirt	Minor	
	Drainage	Major	
SEPTIC REPAIRS		Major	
EXTERMINATION SEVICES		Major	