

BEARDY'S AND OKEMASIS' CREE NATION

HOUSING POLICY

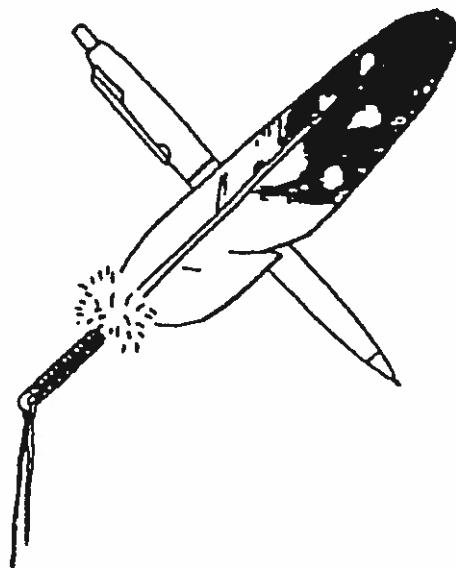


TABLE OF CONTENTS

SECTION I INTRODUCTION

- 100 Citation
- 101 Objective of the Housing Authority Policy
- 102 Application
- 103 Definitions and Interpretation

SECTION II CODE OF ETHICS

SECTION III HOUSING AUTHORITY GOVERNANCE AND ORGANIZATIONAL STRUCTURE

- 300 Roles and Responsibilities of the Housing Authority
- 301 Roles and Responsibilities of the Chairperson
- 302 Roles and Responsibilities of the Co-Chairperson
- 303 Composition of the Housing Authority
- 304 Eligibility for Board Membership
- 305 Recruitment and Selection of Housing Authority
- 306 Resignation and Removal of Housing Authority
- 307 Term of Office of Housing Authority Members
- 308 Housing Authority Remuneration and Expense
- 309 Sub-Committee
- 310 Oath of Office and Confidentiality Agreement
- 311 Procedures with Respect to Conducting of Housing Authority Meetings
- 312 Minutes of Decisions
- 313 Policy Review and Strategic Planning Session
- 314 Housing Authority Member Training
- 315 Band Information Meetings
- 316 Conflict of Interest

SECTION IV HOUSING ADMINISTRATION, ALLOCATION AND SELECTION PROCESS

- 400 Housing Application Process
- 401 Priority of Application And Selection Process
- 402 Requirement for Execution of Tenancy and Band Unit Insurance and Maintenance Agreements
- 403 Tenant and Occupant Association
- 404 Abandonment of Housing Units
- 405 Voluntary Relinquishment of a Housing Unit

- 406 Creation of Disturbances
- 407 Transfer of Housing Unit
- 408 Sub-Leasing and Assigning of Housing Units
- 409 Transfer of Housing Units in the Event of the Death of a Tenant or Occupant
- 410 Transfers of a Housing Units in the Event of Marriage Breakdown
- 411 Default under the Terms of Tenancy and Band Unit Insurance and Maintenance and Remedies upon Default

SECTION V RENTAL AND FEES

- 500 CMHC Rentals
- 501 Band Unit Insurance and Maintenance Fee
- 502 Service Fees
- 503 Utility Charges
- 504 Insurance
- 505 Payment of Rental, Band Unit Insurance and Maintenance Fee and Service Fees
- 506 Collection of Provisions

SECTION VI MAINTENANCE AND REPAIRS

- 600 Alterations to Units
- 601 Damage Caused by Tenant or Occupants
- 602 Attending Maintenance and Repair Calls
- 603 Relocation of Housing Unit
- 604 Major and Minor Repairs
- 605 Well Chlorination
- 606 Cistern Cleaning
- 607 Inspections and Access to Housing Unit
- 608 Mandatory Inspection and Occupancy Review

SECTION VII GENERAL PROVISIONS AND STANDARDS APPLICABLE TO HOUSING UNIT

- 700 Yard Maintenance
- 701 Storage of Property
- 702 Compliance with Fire and Health and Safety Regulations
- 703 Garbage Receptacles
- 704 Electrical or Other Installations
- 705 Lot Dimensions
- 706 Site Locations of New Housing Units

- 707 Capital Utility Costs
- 708 Unit Design
- 709 Condemnation Policy
- 710 Pets and Animals
- 711 CMHC Units that Come off of Loan
- 712 Private Home Construction or Placement
- 713 Dispute Resolution
- 714 Amendments
- 715 Coming into Force

Ratification Page – Chief & Council

SECTION I – INTRODUCTION

100 CITATION

100.1 This document shall be entitled the Beardy's & Okemasis Cree Nation 'Housing Authority' Policy.

101 OBJECTIVES OF THE *BEARDY'S & OKEMASIS' HOUSING AUTHORITY POLICY*

101.1 The Beardy's & Okemasis' Cree Nations Housing Authority has been established by the Chief and Council of the Beardy's & Okemasis' Cree Nation to oversee the administration and operations of the Beardy's & Okemasis' Cree Nation Housing and Infrastructure Department. The purpose of this Policy shall be as follows:

- a) To outline a policy framework upon which housing units located on the Beardy's & Okemasis' Cree Nation and the infrastructure utilized to service such units shall be administrated, so as to ensure that the housing needs of the membership of the Beardy's & Okemasis' Cree Nation are to be met to the best of the Housing Authority ability; and
- b) To outline the policy and procedures having application to the administration of the Beardy's & Okemasis' Cree Nation Housing and Infrastructure Department.

102 APPLICATION

102.1 This Policy shall have application to:

- a) The leasing and occupancy of all residential housing units located on the Beardy's & Okemasis' Cree Nation;
- b) Members of the Beardy's & Okemasis' Cree Nation; and
- c) The administration of all infrastructures utilized to service such housing units.

102.2 This Policy shall not have application:

- a) To any land designated for lease or use for specific projects as approved by Beardy's & Okemasis' Cree Nation.
- b) To any other lands as may be excluded from the application of this Policy:
 - i) as approved by resolution of Council or Housing Authority.
 - ii) as set out in any other applicable legislation or policies of the Beardy's & Okemasis' Cree Nation.

103 DEFINITIONS AND INTERPRETATION

103.1 In this Policy, the following terms shall have meanings hereinafter ascribed to them namely:

- a) It is a legal and binding agreement;
- b) Housing Authority means Beardy's & Okemasis' Cree Nation No. 96-97;
- c) That '*Roberts Rule*' of Order is applied;
- d) "Band Membership" means any person whose name appears on or is entitled to appear on the Band list of the Beardy's & Okemasis' Cree Nation as maintained by the Registrar of the Department of Indian Affairs and Northern Development pursuant to the provisions of the Indian Act, R.S.C. 1985, C, 1-5;
- e) "Band Unit" means a housing unit constructed by the Band utilizing its own resources;
- f) "Housing Authority" means the Beardy's & Okemasis' Cree Nation Housing Authority;
- g) "Authority Member" means any member of the Beardy's & Okemasis' Cree Nation Housing Authority in office from time to time;
- h) "CMHC" means the *Canadian Mortgage and Housing Corporation* or its successors;
- i) "CMHC Unit" means a unit constructed utilizing financial assistance received from CMHC and for which a Ministerial Guarantee has been pledged as security for repayment of the Band loan associated with such unit;
- j) "Council" means the Chief and Council of the Beardy's & Okemasis' Cree Nation;
- k) "Crown Corporation" means any corporation owned, operated or administered by the federal or provincial governments which provide utility services to housing units located on the Beardy's & Okemasis' Cree Nation.
- l) "INAC" means Indigenous and Northern Affairs of Canada or its successors;
- m) "Eligible Voter" means for the purpose of voting in respect to matters under this Policy, any Band Member who has attained the age of eighteen (18) years on or before the day of the vote;
- n) "Emergency Meeting" means a meeting called by the Chairperson or Co-chairperson of the Housing Authority to deal with urgent circumstances such as disaster, acts of nature of tempest;
- o) "Immediate Family" (ref. Executive Act).
- p) "Incarceration" means to be placed in prison and be subject to confinement following conviction for a criminal related offence;

- q) “J-Form” means a form required to be completed by electricians and adopted for use by SaskPower with respect to power hookups;
- r) “Material Contract” means any contract or agreement relating to the provision of goods and/or services;
- s) “Ministerial Guarantee” means a loan guarantee under which the Minister Responsible for INAC has agreed to guarantee to a lending or financial institution the repayment _____ a loan or loans on behalf of the Band in respect to the construction of CMHC units;
- t) “Occupant” means an individual who resides in a Band Unit and who has executed a Band Unit Insurance and Maintenance Agreement with the Housing Authority;
- u) “Reserve” means the lands comprised with the Beardsley’s & Okemasis’ Indian Reserve as may be amended from time to time;
- v) “Senior” means a Band Member who has attained the age of sixty-five (65) years and who resides on the Reserve;
- w) “Tenant” means an individual who has executed a Tenancy Agreement with the Housing Authority in respect to the leasing of a CMHC Unit;
- x) “Conflict of Interest” means a situation in which a person is in a position to desire personal benefit from actions or decisions made in their personal interest.

103.2 Words used herein importing the singular only shall include the plural and vice versa and words importing the use of any one gender shall include the other gender.

103.3 All references contained in this Policy to any legislative enactments shall include any such Statutes as may be amended, re-enacted, or replaced from time to time and, in respect of any defined term derived from such Statutes, includes any subsequent definition contained in any Statute enacted in substitution thereof or in modification thereof.

SECTION II – CODE OF ETHICS

200.1 All Board Members together with staff employed within the Beardsley’s & Okemasis’ Cree Nation Housing Authority shall comply with the Code of Ethics as set out in this section.

200.2 Every employee and Board Member shall, during their term of office or employment, adhere to the following principles:

- a) That in performing their duties each employee or Board Member shall faithfully and honestly fulfill the duties entrusted to them by reason of their employment or appointment;

- b) That each employee and Board Member shall adhere to the conditions of their employment or appointment and shall abide by and comply with all policies, procedures, bylaws and legislative enactments as may be established by the Beardsley's & Okemasis' Cree Nation;
- c) That all services provided by an employee and Board Member shall be provided in a professional manner and to the best of his or her ability;
- d) That employees or Board Members shall not engage in any activity or conduct which may bring disrespect or discredit to the Band, its Council, staff, administration or members;
- e) That employees and Board Members shall in performing their duties ensure that all financial resources and materials of the Band and the Beardsley's & Okemasis' Cree Nation Housing Authority are used in the most efficient, effective, and economical manner possible;
- f) That employees and Board Members shall be required to observe proper decorum and behavior at all times; and to encourage full and open discussion on all matters involving fellow employees and Board Members, and to treat fellow employees and Board Members with respect and consideration;
- g) Save and except for issues related to the enforcement of this Policy or the terms of any Tenancy or Band Insurance and Maintenance Agreement, that all employees and Board Members shall be required to maintain and protect confidentiality in all matters concerning the Cree Nation Housing Authority, along with any information obtained by the employee or Board Member is used for the intended purpose for which the information was obtained and not for their own personal gain or benefit;
- h) That employees and Board Members shall respect the political autonomy and integrity of the Band, its Council and administration at all times, and shall refrain from pursuing any course of conduct which in any way interferes with political and/or administrative operations of the Housing Authority or the Council.

SECTION III BOARD OF GOVERNANCE AND ORGANIZATIONAL STRUCTURE

300 ROLES AND RESPONSIBILITIES OF THE HOUSING AUTHORITY

300.1 The Housing Authority shall act as an administrative and recommending body only which shall be accountable to the Council and the Band Membership.

300.2 The role and responsibilities of the Housing Authority shall be as follows:

- a) To oversee the administration of the Beardsley's & Okemasis' Cree Nation Housing, along with all housing units located on the Reserve as provided for herein;
- b) To report to the Chief Executive Officer (CEO) and the Chief Financial Officer (CFO) regarding Management of the Band's housing and infrastructure programs as provided herein;

- c) To communicate and explain Housing Authority's housing and infrastructure policies and procedures to the Band Membership and to ensure that such policies are implemented;
- d) To become familiar with all on-Reserve CMHC housing program, and initiatives along with their criteria;
- e) In conjunction with Beardy's & Okemasis' Cree Nation Housing Authority Department staff to prepare, prior to the beginning of each fiscal year, the capital and operating budgets for the Beardy's & Okemasis' Cree Nation Housing Authority and to submit the budgets for approval and ratification to the Councillor in Charge;
- f) To attend and require, relevant workshops and training sessions relating to the housing program;
- g) To conduct one informational meeting once per year with Band Membership to obtain input regarding the Housing Authority programs; and
- h) To perform such other additional duties as may be assigned by the Council.

300.3 Any Housing Authority who seek political office must take a 2 week leave of absence; upon nomination.

301 ROLES AND RESPONSIBILITIES OF THE CHAIRPERSON

301.1 The roles and responsibilities of the Chairperson shall include the following:

- a) To preside as Chair of all meetings of the Housing Authority together with all Band Member information meetings convened in respect of housing related matters;
- b) To call all meetings of the Housing Authority to order promptly at the prescribed time and as soon as a quorum is present there at, *Roberts Rule* of Order shall be applied;
- c) To welcome to any meeting of the Housing Authority, any delegations or guests present;
- d) To rule on matter of procedure coming before the floor at any meeting of the Housing Authority;
- e) To ensure that all motions and/or resolutions coming before the Housing Authority are duly moved, seconded and debated by the Housing Authority and, where applicable, voted on by the Housing Authority;
- f) To oversee the co-ordination and implementation of all motions and/or resolutions as approved by the Housing Authority;
- g) To report to the CEO/CFO as required, on all matters relating to the Housing Authority along with the operation and administration of the Beardy's & Okemasis' Cree Nation Housing Authority;

- h) To report to the Band Members at Band informational meetings once per year on the operations of the Beardy's & Okemasis' Nation Housing Authority;
- i) To provide, as required, guidance to the housing program manager and staff employed within the Beardy's & Okemasis' Cree Nation Housing Authority;
- j) To act as a liaison between the Band and external agencies and contractors regarding all housing related matters;
- k) To foster positive relations between Chief and Council and the Housing Authority;
- l) To attend meetings and workshops as required by the Housing Authority, the Council, and/ or the CEO/CFO; and
- m) To perform such other additional duties and responsibilities as may be assigned by the Housing Authority or the Councillor in Charge.

301.2 The Chairperson shall preside at all meetings of the Housing Authority and in doing so shall act with impartially and tact and shall preserve order and decorum at all times;

301.3 The Chairperson shall not be entitled to vote on any motion or resolution coming before the Housing Authority unless the vote is required to break a tie, in which case the Chairperson shall be given the right to cast a vote on the motion of resolution.

302 ROLES AND RESPONSIBILITIES OF THE CO-CHAIRPERSON

302.1 The roles and responsibilities of the Co-Chairperson shall include the following:

- a) To attend, as required, meetings of the Housing Authority;
- b) To perform the duties of the Chairperson in the absence or disability of the Chairperson; and
- c) The Co-Chairperson shall be given the right to vote on any motions and resolutions coming before the Housing Authority, unless occupying the position of Chairperson for the meeting, in which case the provisions respecting voting by the Chairperson as outlined in Subsection 301.3 shall apply.

303 COMPOSITION OF THE HOUSING AUTHORITY

303.1 The Housing Authority shall consist of five (5) voting members as selected by the provisions contained in the Personnel Management Act as follows:

- a) One (1) member, being the Chairperson which shall be appointed by the Housing Authority upon its first meeting of a new housing authority;
- b) One (1) member, being the Co-Chairperson which shall be appointed by the housing authority upon its first meeting of a new housing authority,

- c) Three (3) members-at-large.

304 ELIGIBILITY, RECRUITMENT AND SELECTION OF HOUSING AUTHORITY MEMBERS

304.1 Beady's & Okemasis Cree Nation Housing Authority will be selected as per personnel management act.

- a) the continuing Authority members will make recommendations with the CEO to Chief and Council.

304.2 Any sitting member of the Housing Authority shall, if qualified, be entitled to reapply to the Housing Authority in accordance with the provisions prescribed herein.

304.3 In the case of vacancies, individuals selected to the Housing Authority shall occupy their term of office for the unexpired portion of the term resulting from the vacancy.

304.4 To verify compliance with the criteria as referenced in Subsection 304.1 each applicant shall forward to the Chairperson of the Housing Authority in conjunction with their application, the following additional documents:

- a) A Confidentiality Agreement; AND
- b) CPIC & Vulnerable Sector check.

304.5 All materials supplied by an applicant pursuant to Subsection 304.6 shall be treated as confidential and shall only be made available for review by members of the Housing Authority and the Director of Operations for use in the screening and appointment of candidates to the Housing Authority. Following completion of the selection process, copies of all materials supplied by applicants pursuant to Subsection 304 shall be returned to unsuccessful applicants. For those applicants selected to the Housing Authority, such materials shall be maintained on file and kept in a secure and locked facility.

304.6 All costs associated with the provision of the information described in Subsection 304.5 shall be borne by the applicant.

305 RESIGNATION AND REMOVAL OF HOUSING AUTHORITY MEMBERS

305.1 A Housing Authority Member shall hold office until the end of appointed terms, unless sooner removed by one of the following events:

- a) They become deceased;
- b) They resign;
- c) They are convicted during their term of office of an indictable offence or a dual offence in which the Crown has elected to proceed by way of indictment under;
 - i) Food and Drug Act;
 - ii) Controlled Drugs and Substances Act; or

- iii) Criminal Code but only as it relates to fraud, breach or trust, theft, forgery or any other property related offence;
- d) They fail, without cause, to attend three (3) consecutive meetings of the Housing Authority to which prior notice was given;
- e) They cease to be a Band Member;
- f) They violate the Code of Ethics, Conflict of Interest guidelines, confidentiality provisions or any other provision of this Policy having application to Housing Authority Members and he or she is removed from the Housing Authority by resolution of the Council;
- g) In the case of individuals appointed pursuant to Subsection 303.1 (c)(i) they fail to remain in good standing as a Tenant or Occupant;

305.2 Any individual appointed to the Housing Authority including the Chairperson shall, if wishing to seek election into political office as a member of the Council be required to take a leave of absence from the Housing Authority effective the date of their nomination. If successful in seeking political office the individual shall resign their position as a member of the Housing Authority. For those remaining individuals appointed to the Housing Authority from the Beardy's & Okemasis' Cree Nation membership, if they are unsuccessful in their efforts to seek political office the said individual or individuals shall be entitled to return to their positions on the Housing Authority immediately following completion of the election.

305.3 Council may, by motion or resolution, suspend from office a Housing Authority Member under the following circumstances:

- a) The Housing Authority Member is charged during their term of office with any indictable offence or dual offence in which the Crown has elected to proceed by way of indictment under:
 - i) the Food and Drug Act;
 - ii) the Controlled Drugs and Substances Act; or
 - iii) the Criminal Code but *only* as it relates to fraud, breach of trust, theft, forgery or any other property related offence.
- b) The Housing Authority member violates the Code of Ethics, Conflict of Interest provisions, the Oath of Confidentiality, or any other provision of this Policy having application to Housing Authority members.

306 TERM OF OFFICE OF THE HOUSING AUTHORITY (3 year terms)

306.1 The following provisions shall have application to the terms of office for the Housing Authority Members:

- a) three (3) years each effective from the date of appointment.

307 HOUSING AUTHORITY MEMBER REMUNERATION AND EXPENSES

307.1 All remuneration and related expenses to be paid to the Housing Authority members shall be as determined in accordance with Travel Policy.

307.2 All extraordinary travel for which reimbursement of expenses is to be made shall be approved in advance by the Housing Authority. All Housing Authority travel allowances shall be (in accordance with BOCN Travel policy) limited to anticipated travel costs.

308 SUB-COMMITTEES

308.1 Housing Authority will not make sub-committees.

309 OATH OF OFFICE AND CONFIDENTIALITY AGREEMENT

309.1 Every Housing Authority Member shall, as a condition of their appointment, be required to swear an Oath of Office and Oath of Confidentiality in such form as may be prescribed and approved by Chief and Council.

310 PROCEDURES WITH RESPECT TO CONDUCTING OF HOUSING AUTHORITY MEETINGS

310.1 The following provisions shall have application to the calling and conduct of Housing Authority meetings:

- a) The dates and times of all regular Housing Authority meetings shall be fixed by consensus or resolution of the Housing Authority members;
- b) A quorum for any meetings of the Housing Authority shall be with *a minimum of three (3) Housing Authority Members*. In order for business to be transacted, a quorum of the Board shall be required to be present throughout the meeting. If a quorum is lost at any time during the meeting, the meeting shall be adjourned forthwith after the quorum is lost and no further business of the Housing Authority may be transacted. Any business transacted with a quorum present at the meeting shall be considered valid upon adoption of the minutes of the meeting;
- c) In addition to regular Housing Authority meetings the Chairperson, may, upon approval having been obtained from a majority of the Housing Authority, call and convene a special or emergency meeting of the Housing Authority;
- d) Notice of the time and place of all regular and/or special meetings of the Housing Authority shall be provided to each Housing Authority Member not less than twenty four (24) hours prior to the date of the meeting.
- e) Any notice to be given to a Housing Authority Member shall be sufficiently given if:
 - i) delivered personally to the Housing Authority Member
 - ii) by phone call or text.

- f) Each Housing Authority member shall make every effort to attend all meetings of the Housing Authority. A Housing Authority Member who is going to be absent from a meeting or any portion of a meeting shall be required to notify the Chairperson prior to the meeting;
- g) An agenda shall be adopted for each regular and/or special meetings, of the Housing Authority. The agenda for special meetings of the Housing Authority shall be limited to discussion and decision on topics for which the special meeting is called;
- h) Any delegation desiring to make a presentation at a meeting of the Housing Authority shall require the consent of the Chairperson prior to their placement on the agenda. Requests to make presentation to the Housing Authority shall, where possible, be made in writing stating the purpose of the presentation and be provided to the Housing Authority in advance of the meeting at which the presentation is to be made.

311 MINUTES OF DECISIONS

311.1 Minutes of decisions taken at all meetings of the Housing Authority shall be recorded and adopted by the Housing Authority at subsequent meetings. Once adopted by the Housing Authority, the minutes shall be signed by the Chairperson and recording secretary of the meeting and shall be receivable as *prima facie* evidence of the matters stated in such minutes.

311.2 Upon adoption, minutes of all Housing Authority meetings shall be maintained by the members of the Housing Authority and held at the administrative headquarters of the Beardsy's & Okemasis' Cree Nation.

311.3 All motions shall be forwarded to Chief and Council for ratification.

312 POLICY REVIEW AND STRATEGIC PLANNING SESSIONS

312.1 In addition to regular Housing Authority meetings, the Housing Authority may conduct annual strategic planning and policy review sessions either alone or in conjunction with any parties as may be required.

313 HOUSING AUTHORITY MEMBER TRAINING

313.1 All newly appointed Housing Authority Members shall participate in an orientation session provided by the housing program co-ordinator which shall contain an overview of the housing and infrastructure programs administered by the Board. Each Housing Authority Member shall familiarize themselves with day to day operations of the Beardsy's & Okemasis' Cree Nation Housing and Infrastructure Department.

313.2 Housing Authority Members may also have the opportunity of participating in professional development workshops and seminars to expand their knowledge in the housing and infrastructure area. Housing Authority Members attending workshops or seminars may, as a condition of their attendance, be required to file a written report with the Housing Authority

314 BAND INFORMATION MEETINGS

314.1 The Housing Authority shall conduct information meetings with Band Membership which shall be held on Reserve and at such other locations as determined by the housing authority. Where applicable, the purpose of the information meetings shall be to:

- a) Seek input from the Band Members as to the housing;
- b) Discuss any other items as brought forward by the membership and approve for placement on the agenda as provided for herein.

314.2 Notice setting out the date, time and location for Band Information meetings shall be posted not less than thirty (30) calendar days prior to the date of the meeting. Notices shall be posted in at least three (3) public places located on the Reserve.

315 CONFLICT OF INTEREST (reference PMA)

315.1 The *onus* shall be on employees, contractors and Housing Authority Members to ensure that Conflict of Interest is avoided in all circumstances.

315.2 It shall be the responsibility of every employee, contractor or Housing Authority Member to declare any potential areas of conflict of interest as may arise in connection with the performance of their duties, this includes but is not limited to the decision making involving any financial transactions, housing allocation and of awarding contracts on behalf of the Band or the Beardsy's & Okemasis' Cree Nation Housing Authority.

315.3 When a conflict of interest arises

- a) When a housing authority member has a conflict of interest; they will immediately declare it to the board
- b) the housing authority shall advise the appropriate action in this case
- c) The individuals with the conflict shall not take part in any discussions or deliberations concerning the matter and shall not vote on any motions or resolutions to approve the same.

315.4 Any housing authority member of the Beardsy's & Okemasis' Cree Nation who violates the conflict of interest provisions as contained herein may, depending on the gravity of the circumstances, be subject to the removal procedures by the Housing Authority as determined in section 305.

SECTION IV – HOUSING, ADMINISTRATION, ALLOCATION AND SELECTION PROCESS

400 HOUSING APPLICATION PROCESS

400.1 All Band Membership requesting either;

- a) The rental of a CMHC Unit; or

- b) The allocation and/or provision of services to a Band Unit and shall be required to complete a housing application.

400.2 Band Members wishing to apply for the rental of a CMHC Unit or the allocation and/or provision of services to a Band Unit shall be required to submit their application to the Beardsley's & Okemasis' Housing Authority on or before January 31st of each year for housing allocations, if any, available in that year. If an application is unsuccessful in obtaining allocation of a CMHC or Band Unit in that year, the *onus* shall be on the applicant to reapply before January 31st of the following year or their name shall be removed from the housing list.

400.3 All applicants wishing to apply for the rental of a CMHC Unit or allocation and/or provisions of services to a Band Unit shall as a condition of their application;

- a) Be required to be eighteen (18) years of age or older at the time of their application;
- b) Be a Band Member or have their child(ren) registered as a Band Member(s);
- c) Not have any outstanding obligations owing to the Housing Authority in respect of any previous housing units as may have been occupied by the applicant or their spouse;
- d) Be required to execute a Tenancy Agreement or Housing Authority Unit Insurance and Maintenance Agreement with the Housing Authority.

401 PRIORITY OF APPLICATIONS AND SELECTION PROCESS

401.1 Applications for the rental or occupancy of CMHC or Band Units shall be prioritized by the Housing Authority in accordance with the following criteria:

- a) Applicants living in a home with more than one family unit;
- b) Applicants living in a condemned housing unit;
- c) Applicants consisting of families with children;
- d) Applications consisting of:
 - i) single parent families where either the parent or children are Band Members, or
 - ii) seniors and
- f) Applicants who are single persons.

401.2 Where a CMHC or Band Unit is made available for allocation, applications shall be reviewed by the Housing Authority.

402 REQUIREMENTS FOR EXECUTION OF TENANCY AND BAND UNIT INSURANCE AND MAINTENANCE AGREEMENTS

402.1 It shall be a requirement that all adult persons (age 18 and older) occupying a CMHC Unit be required to execute a Tenancy Agreement with the Housing Authority.

402.2 It shall be a requirement that all adult persons occupying a Band Unit be required to execute a Housing Authority Unit Insurance and Maintenance Agreement with the Housing Authority.

402.3 Each Tenancy and Band Unit Insurance and Maintenance Agreement shall be signed by the applicant or the head of each household present within the unit. In the case of spouses, both spouses be it either common-law or legally married spouse shall be required to sign the Agreement. These individuals shall be hereinafter referred to as "Joint Tenants" or "Joint Occupants" as the case may be.

402.4 In the case of Joint Tenants or Joint Occupants, the rights and obligations of each person executing the Tenancy or Band Unit Insurance and Maintenance Agreement shall be considered joint and binding on each party.

402.5 Upon execution, an original signed copy of each Tenancy and Housing Authority Unit Insurance and Maintenance Agreement shall be provided to the Tenant(s) or Occupant(s), as the case may be, with a duplicate signed original of the Agreement to be retained on the records of the Beardsley's & Okemasis' Cree Nation Housing Authority.

403 TENANT AND OCCUPANT ASSOCIATION

403.1 The Housing Authority shall promote the establishment of a Tenant and Occupant Association to be open to Tenants and Occupants of housing units. The purpose of the Tenant and Occupant Association shall be to facilitate ongoing discussion and dialogue between the Housing Authority and Tenants and Occupants regarding:

- a) The administration of the Band's On-Reserve Housing Programs; and
- b) Any other issues associated with CMHC and/or Housing Authority Units.

403.2 The Housing authority shall develop in conjunction with interested Tenants and Occupants the term of reference for the Tenant and Occupant Association.

404 ABANDONMENT OF HOUSING UNITS

404.1 Every Tenant or Occupant shall notify the Beardsley's & Okemasis' housing co-ordinator if they plan on leaving their unit unattended for a period of fourteen (14) calendar days or more in duration. The Tenant or Occupant shall submit their notice in writing to the Beardsley's & Okemasis' Housing co-ordinator 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.

404.2 All CMHC or band Units that are left unattended for a period of thirty (30) calendar days or more without advance notice having been given to the Housing co-ordinator shall be considered abandoned. In turn, the unit may be reallocated to another Tenant or Occupant by the Housing Authority.

404.3 In the event of Hospitalization or Incarceration the unit can be reassigned to the Spouse or Family Member providing they meet all the criteria of the housing authority

404.4 In situations where a housing unit has been abandoned, an inventory of the unit shall be undertaken by Beady's & Okemasis' Housing Co-ordinator in conjunction with a member of the Tenant's or Occupant's Immediate Family or any relative of the Tenant or Occupant. In turn, the contents of the housing unit shall be given to the family member or relative by Beady's & Okemasis' Housing Co-ordinator.

404.5 The Beady's & Okemasis' Housing Authority, shall not be liable for any damages or losses associated with the removal or disposition of any household effects of a Tenant or Occupant of a housing unit.

404.6 In the event the utilities associated with the servicing of a CMHC or band Unit are disconnected for any reason and such services remain discontinued for a period of fourteen (14) consecutive calendar days or more the unit shall be considered abandoned and may be reallocated by the Housing Authority in accordance with the provisions as outlined herein. Further, the obligation shall be on each Tenant or Occupant to notify the Beady's & Okemasis' Housing Authority of the disconnection of any utility services to their housing unit within forty-eight (48) hours of disconnection occurring. In the event a Tenant or Occupant fails to do so, they shall be personally responsible for any losses or damage sustained to their housing unit as a result of the disconnection of the utility services.

405 VOLUNTARY RELINQUISHMENT OF A HOUSING UNIT

405.1 A Tenant or Occupant may voluntarily relinquish occupancy of their housing unit by providing to the Beady's & Okemasis' Housing Authority a minimum of thirty (30) calendar days' notice in writing. The Beady's & Okemasis' Housing Authority may waive notice in whole or in part.

405.2 Notwithstanding the provisions of subsection 405.1 above, nothing herein contained shall be construed as prohibiting a Tenant or Occupant and the Housing Authority from agreeing to mutually terminate the terms of any Tenancy or Housing Authority and Maintenance Agreement at any time.

406 CREATION OF DISTURBANCES

406.1 Every Tenant or Occupant shall ensure that they along with their family members, visitors, or guests do not engage in any conduct or activity within their housing unit which may:

- a) Create excessive noise or disturbances which may cause a nuisance or annoyance to the Tenants or Occupants of any neighbouring properties; or
- b) Result in criminal activity within the housing unit (ie; selling of drugs, parties, etc.)

406.2 Depending upon the gravity of the circumstances, the Housing Authority may implement the following disciplinary procedures in relation to a Tenant or Occupant who violates the provisions as contained herein:

- a) In the case of noise or disturbance complaints received in writing, Housing Co-ordinator, shall provide written notice to the Tenant or Occupant requesting that the Tenant or Occupant cease and desist such conduct, failing which; the housing co-ordinator may request a meeting with the tenant or occupant. If actions continue then there will be a discontinuation of any further services to the unit; *and the Tenant or Occupant will be evicted from the unit*; or
- b) In the case of criminal activity occurring within the housing unit the Housing Authority, may, following conclusion of all legal proceedings in relation to the criminal activity, exercise any and all rights and remedies available to them including *eviction of the Tenant or Occupant from the housing unit*.

406.3 The remedies available to Housing Authority, to deal with excessive noise and disturbance complaints or the conduct of criminal activity from within the housing units as provided for herein shall be in addition to any rights or remedies which may be available to the Housing Authority in law or in any bylaws or legislative enactments respecting such activities as may be enacted by the Chief and Council.

407 TRANSFER OF UNITS

407.1 A Tenant or Occupant may, upon writing application to the Housing Authority, apply for a Transfer from one CMHC or band unit to another under the following circumstances:

- a) The Tenant's, or Occupant's family increase or decreases;
- b) The Tenant, or Occupant, or member of their family becomes disabled.

407.2 All applicants for the transfer of a housing unit shall be accompanied by a written request as signed by each Tenant or Occupant 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, which shall be *no less than sixty (60) calendar days* prior to the date of the submission of the application.

407.3 Upon receipt of the written application from the parties, the same shall be reviewed by the Housing Authority and a decision is made as acceptance or denial of the request. In the event the request for the transfer of the housing unit approved, the following provisions shall apply:

- a) Each Tenant or Occupant involved in the transfer shall be required to execute a new Tenancy or Band Unit Insurance and Maintenance Agreement, as the case may be, with respect to the units for which 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;

- c) Upon execution an original signed copy of the new Tenancy or Band Unit Insurance and Maintenance Agreement shall be provided to each of the parties with a duplicate signed original of the Agreements to be retained for the records of the Beardsy's & Okemasis' Cree Nation Housing Authority.

407.4 In order to be considered for a transfer of a housing unit, each Tenant or Occupant must be in good standing and have no outstanding liabilities with the Beardsy's & Okemasis' Cree Nation and the Housing Authority in respect of their unit or any previous units as may have been occupied by the Tenant or Occupant.

408 SUB-LEASING AND ASSIGNING OF HOUSING UNITS

408.1 A Tenant or Occupant may apply in writing to the Housing Authority to sub-lease or assign their interest under their Tenancy or Band Unit Insurance and Maintenance Agreement to a member of their Immediate Family in the following circumstances:

- a) Where the Tenant or Occupant is absent from their unit due to the following reasons:
 - i) for medical treatment or for health related reasons for any period of time greater than thirty (30) calendar days in duration but less than two (2) years;
 - ii) for educational reasons for any period of time greater than thirty (30) calendar days in duration but less than four (4) years;
 - iii) for employment reasons for any period of time greater than thirty (30) calendar days in duration but less than two (2) years; or
 - iv) for incarceration reasons for any period of time greater than thirty (30) calendar days in duration but less than two (2) years.

408.2 The provisions as outlined in subsection 409.1 shall not have applications to situations where the Tenancy of Band Unit Insurance and Maintenance Agreement is executed by Joint Occupants of Joint Tenants, unless each Tenant or Occupant is to be absent from the unit for the reason as stated in Subsection 409.1.

408.3 All applications to sub-lease or assign a Tenant's or Occupant's interest in a housing unit shall be made in writing and forwarded to the Housing Authority by the Tenant or Occupant no less than sixty (60) calendar days prior to the proposed date of the assignment or sub-lease of the unit. Without restricting the generality of the foregoing, every application to sub-lease or assign a CMHC or Band Unit shall contain information respecting the following:

- a) The proposed reason for entering into of the assignment or sub-lease based upon the criteria specified above, together with any supporting documentation as may be required by the Housing Authority in relation thereto;
- b) The names and address of the proposed sub-tenant in the case of a CMHC Unit or assignee in the case of a Band Unit; and

- c) The proposed date for commencement of the sub-lease or assignment.

408.4 Upon receipt of the written application together with all supporting documentation to be provided in relation thereto, the same shall be reviewed by the Housing Authority.

408.5 In the event the application for the sub-lease or assignment is approved by Housing Authority, both the Tenant and Occupant together with the sub-tenant and assignee shall enter into a Sub-lease or Assignment Agreement with the Band in a form prescribed by the Housing Authority. At a minimum, each Sub-lease or Assignment Agreement shall contain provisions requiring:

- a) That the incoming assignee or sub-tenant to be bound by the terms and provisions of the original Tenancy or Band Unit Insurance and Maintenance Agreement as initially signed by the Tenant or Occupant;
- b) That in the event of default by the sub-tenant or assignee, that the Tenant or Occupant shall continue to remain liable for any and all obligations arising under the terms of their Tenancy or Band Unit Insurance and Maintenance Agreements.

408.6 Upon execution, an original signed copy of the Sub-lease or Assignment Agreement shall be provided to both the Tenant or Occupant and incoming sub-tenant or assignee with a duplicate signed original of the Agreement to be retained on the records of the Beardy's & Okemasis' Cree Nation Housing Authority.

408.7 Prior to the Sub-tenant or assignee taking possession of the housing unit, an inspection of the unit shall be conducted by the Director on behalf of the Beardy's & Okemasis' Cree Nation Housing Authority to ascertain the condition of the premises.

408.8 It shall be a precondition to the consideration of any application for the sub-leasing or assignment of a CMHC or Band Unit that:

- a) The Tenant or Occupant be in good standing and not have any outstanding obligations owing to the Housing Authority in respect to their housing unit or any previous housing units as may be occupied by the Tenant or Occupant; and
- b) That the incoming sub-tenant or assignee be required to meet the eligibility criteria for allocation of a CMHC or Band Unit as provided for under Subsection 400.3.

408.9 The Beardy's & Okemasis' Cree Nation Housing Authority, its housing Co-ordinator, shall not be responsible in any way for any damages caused to the housing unit while the unit is being assigned or sub-leased by the Tenant or Occupant.

408.10 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 Housing Authority and shall be subject to reallocation by the Housing Authority in accordance with the provisions as outlined in the Policy.

409 TRANSFER OF HOUSING UNIT IN THE EVENT OF THE DEATH OF A TENANT OR OCCUPANT

409.1 Upon the death of a Tenant or Occupant, if the Tenancy or Band Unit Insurance and Maintenance Agreement is entered into the name of one or more Joint Tenants or Occupants then the surviving Tenant or Occupant shall be entitled to remain in the unit, provided that:

- a) They are in good standing under the terms of their Tenancy or Band Unit Insurance and Maintenance Agreement, and are not in default of any obligations arising thereunder;
- b) The surviving Tenant or Occupant meets the eligibility criteria for allocation of a CMHC or Band Unit as prescribed for under Subsection 400.3; 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 and Band Unit Insurance and Maintenance Agreement in such form as may be prescribed by the Housing Authority.

409.2 In the event that there is no surviving Joint Tenant and Occupant listed on the Tenancy or Band Unit Insurance and Maintenance Agreement the housing unit may, at the discretion of the Housing Authority, be transferred to the surviving spouse or to a member of the deceased Tenant or Occupant's Immediate Family provided that:

- a) The surviving spouse or family member meets the eligibility criteria for allocation of a CMHC or Band Unit as provided for under Subsection 400.3;
- b) The Tenant or Occupant at the time of their death was in good standing and did not have any outstanding liability owing the Band in respect to their housing unit or any units previously occupied by the Tenant or Occupant, or satisfactory arrangements are made by the surviving spouse or family member;
- c) The surviving spouse or family member(s) enters into a new Tenancy or Band Unit Insurance and Maintenance Agreement with the Band within a period of ninety (90) calendar days following the date of death of the original Tenant or Occupant.

409.3 Upon execution, an original signed copy of the new Tenancy or Band Unit Insurance and Maintenance Agreement as reference in Subsection 410.1 or 410.2 shall be provided to each of the respective parties with duplicate signed originals of the Agreements to be retained on the records of the Cree Nation Housing Authority.

409.4 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 Housing Authority in accordance with the provisions as outlined in this Policy.

410 TRANSFER OF UNIT IN THE EVENT OF MARRIAGE BREAKDOWN

410.1 In the event of a divorce or separation occurring among the residents of a housing unit, be the Tenants, Occupants, Joint-Tenant, Joint-Occupants or spouses, the following shall apply:

- a) The housing unit shall be allocated to the party who has, either through agreement between the parties or through Court Order, been awarded primary custody of any

children, then the parties shall forward a written statement to the Housing Authority indicating which party will have the privilege of occupying the unit; and

- b) In the event that both parties have been awarded joint custody or arrangement have been made between the parties as to joint custody of the children, then the parties shall forward a written statement to the Housing Authority indicating which party will have the privilege of occupying the unit; and
- c) In the event the parties are unable to agree among themselves as to allocation of the housing unit as provided for in Subsection 410.1 (b) above, the matter shall be referred to the Dispute Resolution Panel as referenced in Section 713 hereof.
- d) In the event of a Court Order in relation to Domestic Violence, the housing authority will recognize the decision of the court providing that the Individual meets all the housing authority requirements.

410.2 It shall be a precondition to the transfer of a housing unit as provided for herein:

- a) That the Tenant(s) or Occupant(s) be in good standing and not have any outstanding liabilities owing to the Band with respect to their housing unit or any previous units as may have been occupied by the Tenant(s) or Occupant(s); and
- b) That in the event both spouses are not listed in the original Tenancy or Band Unit Insurance and Maintenance Agreement, then the person to whom the unit is to be allocated shall be required to enter into a new Tenancy or Band Unit Insurance and Maintenance Agreement with respect to the unit, provided that they meet the eligibility criteria for allocation of a housing unit as provided for under Subsection 400.3.

410.3 In the event the foregoing provisions are not complied with or are rendered inapplicable due to the circumstance, then the housing unit shall revert back to the Housing Authority and shall be subject to reallocation by the Housing Authority in accordance with the provisions as outlined in this Policy.

411 DEFAULTS UNDER THE TERMS OF TENANCY (CMHC Units) AND BAND (Non-CMHC) UNIT INSURANCE AND MAINTENANCE AGREEMENTS AND REMEDIES UPON DEFAULT

411.1 Any one or more of the following events shall constitute a default by a Tenant or Occupant under the terms of their Tenancy (CMHC Units) or Band (non-CMHC) Unit Insurance and Maintenance Agreements:

- a) If The Tenant or Occupant fails to pay any rental, band unit insurance and maintenance fees or services fees when the same become due and payable, and such failure continues un-remedied for a period of fourteen (14) calendar days after notice has been given by the Housing Co-ordinator to the Tenant or Occupant to cure such default;
- b) The Tenant or Occupant shall fail to observe any term, provision or covenant under their Tenancy or Band Unit Insurance and Maintenance Agreement on the part of the Tenant or Occupant to be performed, and such failure shall continue un-remedied for a period of

fourteen (14) calendar days after notice has been given by the Housing co-ordinator to cure such default;

- c) The Tenant or Occupant abandons their housing unit for thirty (30) calendar days or more without notifying the Housing Authority; or
- d) The Tenant or Occupant proceeds to transfer, assign, sub-lease or part with possession of their interest in their housing unit without prior written consent of the Housing Authority, or is in violation of the provisions of this Policy.

411.2 Upon the occurrence of any of the events of default as provided above, the Housing Authority on behalf of the Band may, at their option, exercise any or all of the following remedies:

- a) The Housing Authority may take such actions as they consider necessary to remedy the default and upon demand, recover such payments from the Tenant or Occupant with any other sums due and payable by the Tenant or Occupant under the terms of their Tenancy or Band Unit Insurance and Maintenance Agreement.
- b) Withdraw all or any portion of the services to be provided by the Housing Authority to the housing units; and
- c) Exercise any other rights or remedies it may have in law against the Tenant or Occupant.

SECTION V – RENTAL AND FEES

500 CMHC RENTAL

500.1 Rent shall be paid on a monthly basis (on the First of the Month) by all Tenants occupying a CMHC Unit.

500.2 The rental to be payable with respect on CMHC Units shall be as follows:

- a) The rental to be payable with respect on CMHC Unit constructed in Phase 2-9 for tenants shall be the sum of Three Hundred and Forty-Five (\$345.00) Dollars per month.
- b) This fee includes Mortgage, Insurance, Maintenance, replacement reserve, and Audit
- c) Tenants are encouraged to obtain their own Content Insurance.

501 BAND UNIT INSURANCE AND MAINTENANCE FEE

501.1 Every Occupant of a Band Unit shall pay on a monthly basis a band unit insurance and maintenance fee (hereinafter referred to as the “band unit insurance and maintenance fee”) which shall be used to offset the cost associated with:

- a) The providing of Insurance on Band Units; and
- b) The conducting of major repairs as defined in (See Appendix ____).

- c) This insurance does not include personal contents belonging to the occupant.

501.2 Band Unit Insurance and Maintenance fees shall be established by resolution of the Council on a yearly basis, provided that until amended by the Housing Authority the Band Unit Insurance and maintenance fee to be payable by an Occupant of a Band Unit shall be set at a base amount of One Hundred (\$100.00) Dollars per month.

501.3 Any increases to Band Unit Insurance and Maintenance fee 60 days notice will be given to occupants.

501.4 An Occupant shall have the right to prepay their Band Unit Insurance and Maintenance fees on a yearly basis no later than January 31st of each year. In the event an Occupant exercise the option of paying their Band Unit Insurance and Maintenance fee on or before January 31st of each year for the full year, then the Occupant shall be entitled to *a ten (10%) percent* discount on the total Band Unit Insurance and Maintenance fees payable for that year.

502 SERVICE FEES

502.1 In addition to the applicable rental and band unit insurance and maintenance fees, each Tenant and Occupant of a housing unit shall pay to the Beardy's & Okemasis' Cree Nation Housing Authority on a monthly basis, a service fee to be used to offset costs with respect to the provision of the following services, where applicable, in relation to housing units:

- a) Water supply services;
- b) Septic tank pump-outs;
- c) Street lighting;
- d) Garbage pickup; and
- e) Snow removal and road maintenance.

502.2 The service fees chargeable in respect of **each housing unit** are set at a base amount of eighteen dollars and eighty cents per month (\$18.80).

503 UTILITY CHARGES

503.1 Unless otherwise provided for the Housing Authority; each Tenant or Occupant of a housing unit shall be responsible to pay when due, all charges in respect for all utilities and any other charges as may be applicable to their housing unit. Any Tenant or Occupant who fails to pay their utility charges when due shall be considered in default of their Tenancy or Band Unit Insurance and Maintenance Agreement.

503.2 Every Tenant or Occupant shall notify the Beardy's & Okemasis' Cree Nation Housing Authority along with the Crown Corporations and utility companies of the transfer of any utility services supplied to their housing unit.

504 INSURANCE

504.1 Each Tenant or Occupant shall be responsible to insure their property and contents within their unit against damage or loss by fire, theft and other perils. All costs associated with the maintaining of such insurance shall be the responsibility of the Tenant or Occupant.

505 PAYMENT OF RENTAL, BAND UNIT INSURANCE & MAINTENANCE FEES AND SERVICE FEES

505.1 All charges with respect to rental, band unit insurance and maintenance fees and service fees payable by a Tenant or Occupant shall be due and payable on or before the first day of each month. The only exception to this involve band unit insurance and maintenance fee which may, at the option of the Occupant, be paid on a yearly basis subject to the provisions as outlined in Subsection 501.4.

505.2 All rental, band unit insurance and maintenance fees and service fees or any arrears in relation thereto shall be paid by the Tenant or Occupant to the Beardy's & Okemasis Cree Nation Housing Authority in the form of cash, cheque or money order and payroll deductions (band employees).

506 COLLECTION PROVISIONS

506.1 Any Tenant or Occupant who fails to pay their rental, band unit insurance and maintenance fees or 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 initiated by the Housing Authority:

- a) The exercising of all rights and remedies provided for under Subsection 411 hereof, including eviction from the housing unit;
- b) The following of all outstanding amounts to a collection agency for enforcement; and
- c) The initiation of legal proceedings to enforce collection of the outstanding amounts;

SECTION VI – MAINTENANCE REPAIRS

600 ALTERATIONS TO UNITS

600.1 Tenants or Occupants shall not make any major improvements to their housing unit without the express written consent of the Beardy's & Okemasis' Cree Nation Public Works & Housing Department.

600.2 Any alterations, additions or improvements undertaken to a housing unit shall:

- a) Be undertaken either:
 - i) Directly by the Beardy's & Okemasis' Cree Nation Public Works & Housing Department; or

- ii) The Tenant or Occupant entering into a written agreement with the Beardy's & Okemasis' Public Works & Housing Department.
- b) Be required to meet or exceed national building code standards. Alterations that affect the electrical system shall require a J-Form Inspection Report as completed by a qualified service provider or contractor.

601 DAMAGE CAUSED BY TENANTS OR OCCUPANTS

601.1 Each Tenant or Occupant shall be responsible for covering all costs associated with the repairing of any damage or losses sustained to their housing unit or any goods or chattels supplied to the housing unit by the Beardy's & Okemasis' Cree Nation Housing Authority as caused by the negligence, carelessness or misuse of the unit by the Tenant or their family, agents, invitees, visitors or persons to whom they are legally responsible.

601.2 All costs associated with the repairing of damages to a housing unit as provided for in *Subsection 601.1* shall be invoiced separately the Tenant or Occupant or added to the rental or Band Unit Insurance and Maintenance fee payable by the Tenant or Occupant. Any Tenant or Occupant who fails to make arrangement to pay such costs within a period of *sixty (60) calendar days* following their tendering shall be considered in default of their obligations under their Tenancy and Band Unit Insurance and Maintenance Agreement and be subject to the remedies of default thereunder.

602 MAJOR AND MINOR REPAIRS

602.1 Subject to the provisions of Subsection 601.1, it is acknowledged that each housing unit which require repairs and maintenance. The Beardy's & Okemasis' Cree Nation Public Works & Housing Department shall be responsible for covering the costs associated with the conducting of repairs that are classified as "**major repairs**". In turn, each Tenant or Occupant shall be responsible for all costs associated with the completing of, what are defined as "**minor repairs**". Below is a list of the following repairs commonly associated with housing units and their classification as major.

FLOORING	Underlay and fasteners	Major
	Tile, rug or linoleum and adhesive	Major
INTERIOR WALL REPAIRS	Patching and/or replace gyproc	Major
WINDOWS	Glass replacement	Major
Doors	Ex doors	Major
	In. Doors	Major
ELECTRICAL		
	Switches and plugs	Major
	Outlets	Major
	Breakers	Major
	Wiring	Major

	Light fixtures	Major
PLUMBING	Taps/faucets replacement	Major
	Water closet and tank	Major
	Interior parts of tank	Major
	Sink	Major
	Bathtub	Major
	Shower	Major
	Tub surround	Major
	Wax rings	Major
	Water pumps	Major
	Sewer pumps	Major
	Hot water tank	Major
	Pressure tank	Major
	Water/sewer lines	Major
	Heating ducts	Major
	Furnace parts	Major
	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 covers	Major
	Ranchwall	Major
	Parging	Major
	Eavestrough/downspouts	Major
	Soffit/facia	Major
	Flashing	Major
	Steps and railing	Major
	Ramps	Major
	Patio blocks	Major
	Exterior painting	Major
	Smoke alarms	Major
	Carbon monoxide alarms	Major
APPLIcANCES	STOVE	SA/Sec.95

	FRIDGE	SA/Sec.95
	WASHER	SA/Sec.95
	DRYER	SA/Sec.95
SEPTIC REPAIRS		Major
EXTERMINATION		SA

604.2 All major repairs shall be completed by employees, servants, agents or contractors on behalf of the Beardy's & Okemasis' Cree Nation Public Works & Housing Department. Repairs shall be conducted as such times as determined by the Beardy's & Okemasis' Cree Nation Public Works & Housing Department provided that priority shall be given to those Tenants or Occupants who are in good standing and who are not in default of any of their obligations under their Tenancy or Band Unit Insurance and Maintenance Agreements.

605 WELL CHLORINATION *(Responsibility of Public Works & Housing Department)*****

605.1 Well chlorination shall be undertaken in accordance with Health Canada Water and Sewer guidelines and shall be conducted by employees, servants, agents or contractors on behalf of the Beardy's & Okemasis' Cree Nation Public Works & Housing Department.

606 CISTERN CLEANING

606.1 All cisterns that are used to supply water to housing units shall be cleaned on a periodic basis by employees, servants, agents or contractors as determined by the Beardy's & Okemasis' Cree Nation public works.

606.2 In the event a cistern is damaged or contaminated due to the negligence, carelessness or misuse of the cistern or of the placing of any debris in the said cistern by the Tenant or Occupant or their family, agents, invitees, visitors or person whom they legally responsible for, the Tenant or Occupant shall be responsible for all costs associated with the cleaning and/or repairing of the cistern.

607 INSPECTIONS AND ACCESS TO HOUSING UNIT

607.1 The Beardy's & Okemasis' Cree Nation Housing Authority together with its employees, servants, agents and contractors, including employees and agents of the CMHC, shall have access to all CMHC and 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. Where practicable, a minimum of twenty-four (24) hours advance notice shall be given to the Tenants or Occupants prior to the undertaking of any inspections or repairs to a housing unit.

607.2 Tenants or Occupants shall ensure that someone is at the housing unit when employees, servants, agents or contractors of the Beardy's & Okemasis' Cree Nation Housing Authority or the CMHC are attending for the purpose of undertaking any inspections, maintenance or repairs to the unit. Where practicable, inspections, maintenance and repairs of housing units shall be undertaken during regular work hours.

607.3 Employees, servants, agents or contractors of the Beardy's & Okemasis' Cree Nation Housing Authority shall refrain from entering a housing unit if there is evidence of a disturbance or an illegal act occurring in the unit and shall report it to the appropriate authorities.

607.4 In the event emergency repairs are required to a Housing Unit and Beardy's & Okemasis' Cree Nation Public Works Staff cannot locate the Tenant or Occupant after making reasonable efforts to do so, then under such circumstances, employees, servants, agents from the Beardy's & Okemasis' Cree Nation Public Works & Housing Department shall be entitled to access the unit without permission from the Tenant or Occupant for the purpose of completing the emergency repairs.

607.5 Housing, fire and other relating inspections shall be conducted on each housing unit such time or times as approved by the Beardy's & Okemasis' Cree Nation Public Works & Housing Department.

607.6 Beardy's & Okemasis' Cree Nation Public Works & Housing Department 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.

608 MANDATORY INSPECTIONS AND OCCUPANCY REVIEW

608.1 For new Tenants, during the first six (6) months of a Tenancy Agreement, Beardy's & Okemasis' Cree Nation Housing Co-Ordinator or Director of Public Works shall conduct periodic inspections of the CMHC and/or band unit with cooperation 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 Housing Authority may accordingly exercise any rights or remedies of default that may be available to them under the Tenancy Agreement.

SECTION VII GENERAL PROVISIONS AND STANDARDS APPLICABLE TO HOUSING UNIT

700 YARD MAINTENANCE

700.1 It's the Tenant or Occupants Responsibility to maintain/clean their yard ie. grass cutting, yard cleaning etc.

701 STORAGE OF PROPERTY

701.1 Each Tenant or Occupant shall refrain from storing any property or planting any trees that may prevent access to the utility facilities used to service their housing unit.

701.2 For Tenants or Occupants located in the Beardy's Sub-division, due to the fact that the water and sewer and other utility facilities are located in front of the respective housing units, Tenants or Occupants shall refrain from storing any property or parking any vehicles in front of their housing unit.

701.3 Absolutely no abandoned vehicles will be allowed to be stored at any time in the Sub-division(s), failure to comply with this will be at the owner's expense. The Director of Public Works on direction

from the Housing Authority, will call a towing company to remove the abandon vehicle at the owner's expense.

702 COMPLIANCE WITH FIRE AND HEALTH SAFETY REGULATIONS

702.1 Every Tenant or Occupant shall abide by and comply with all fire, health and safety regulations as may be applicable to their housing unit.

702.2 No Tenant or Occupant shall bring or permit contaminants or noxious, dangerous, flammable or other toxic substances to be brought into or store with their housing unit or within any property located adjacent to their housing unit.

703 GARBAGE RECEPTACLES

703.1 Every Tenant or Occupant shall dispose of garbage in the appropriate receptacles.

703.2 Tenants or Occupants shall not place, leave, permit to be placed, left on or in their housing unit any materials or garbage which may cause a health and safety hazard within the housing unit.

704 ELECTRICAL OR OTHER INSTALLATIONS

704.1 No electrical wiring shall be installed and no electrical fixture may be installed, repaired or removed from the housing unit by a Tenant or Occupant without the prior written consent of the Beardy's & Okemasis' Cree Nation Director of Public Works. This does not include Certified Telephone, Internet or Satellite providers.

705 LOT DIMENSIONS

705.1 Save and except as otherwise provided for under applicable legislation of the Beardy's & Okemasis' Cree Nation, yard sites for each housing unit shall be allotted by the Housing Authority and shall not exceed a maximum of one (1) acre per housing unit.

705.2 For housing units located in the Beardy's & Okemasis Cree Nation Subdivision, yards sites shall be allotted in accordance with the specification as set out in the Subdivision plan as submitted by INAC.

706 SITE LOCATIONS FOR NEW HOUSING UNITS

706.1 Save and except for housing units that may be constructed privately or placed on the Reserve by a Band Member as provided for in Section 712, unless otherwise approved by Public Works & Housing Department, all new housing units to be constructed on the Reserve shall be located within the Beardy's Subdivision for ease of accessing of infrastructure and other services.

706.2 All sites locations shall be in compliance with INAC and CMHC Environmental Assessment Guidelines.

707 CAPITAL UTILITY COSTS

707.1 Save and except for housing units that may be constructed privately or placed on the Reserve by a Band Member as provided for under Section 712, the Beardy's & Okemasis' Cree Nation Housing

Authority shall be responsible for all costs associated with the supplying to new CMHC units constructed on the Reserve of all infrastructure services including, water, sewer systems, power, natural gas.

708 UNIT DESIGN

708.1 All new CMHC units constructed with the assistance of CMHC's On-reserve Housing Program shall be constructed in accordance with CMHC construction guidelines.

709 CONDEMNATION POLICY

709.1 The Housing Authority may declare a housing unit condemned in the event one or more of the following circumstances occur:

- a) The structure of the housing unit or electrical system or water and sewer facilities used to service the unit are beyond repair; and
- b) The cost to renovate the housing unit exceeds the monetary value of Thirty Thousand (\$30,000.00) Dollars or more:

709.2 Prior to considering the declaring of a housing unit condemned, the Beardy's & Okemasis' Cree Nation Housing Authority shall:

- a) Conduct one or more of the following inspections in relations to the housing unit:
 - i) building inspection
 - ii) electrical inspections
 - iii) environmental health and safety inspections
 - iv) compliance inspection; and
 - v) such other inspections as may be requested by the Housing Authority
- b) Have prepared a report by qualified personnel outlining the estimated costs associated with renovating the housing unit to bring it up to required standards.

709.3 All inspections shall be undertaken by employees, servants, agents, or other qualified personnel as retained by the Beardy's & Okemasis' Cree Nation Public Works & Housing Department. Upon completion of the inspection, written reports along with recommendations with respect to each of the areas shall be provided to the Housing Authority for their review and consideration.

710 PETS

710.1 All Tenants or Occupants shall ensure that their pets are properly leashed and restrained when outside their housing unit.

710.2 Tenants or Occupants shall be liable for all losses or damages that may be caused to their housing unit by their pets. Further, each Tenant or Occupant shall be fully responsible for any liability associated with any claims actions for personal injury or property damage to any persons arising from or in any way attributable to their pets.

710.3 Tenants or Occupants who own livestock shall abide and comply with all applicable laws, including all distance requirements as set out in the Medical Services Environmental Health Standards Policy.

711 CMHC UNITS THAT COME OFF OF LOAN

711.1 Upon the Band loan being paid in full in respect of a CMHC unit, the unit shall be converted to a Band Unit. In turn, the Tenancy Agreement shall be terminated and the Occupant of the unit shall be required to execute a Band Unit Insurance and Maintenance Agreement with respect to the unit. One (1) Year prior to the end of the Mortgage.

712 PRIVATE HOME CONSTRUCTION OR PLACEMENT

712.1 Private home ownership on the Reserve shall only be permitted through private home construction or placement by a Band Member of an existing housing unit on the Reserve, providing that all requirements are met by the Band Member with respect to adherence to this Housing Authority Policy.

712.2 The Chief and Council may entertain applications from Band Members to construct their own housing unit or to have an existing housing unit placed on the Reserve, providing that:

- a) The Band Member submits to the director of public works and Housing Authority:
 - i) a written site plan for the purposed location of the housing unit; and
 - ii) proposed specification drawings for the housing unit, where applicable.
- b) The Band Members agrees to be responsible for all costs associated with installation, accessing and maintenance of the infrastructure and utilities used to service the housing unit, and
- c) In proposed location for the housing unit is in conformity with all applicable laws, including all laws or policies of the Beardy's & Okemasis' Cree Nation Housing Authority.

712.3 All applications to construct private housing units or to have housing units place on the Reserve shall be submitted by Band Members to public works and lands department within One Hundred and Eighty (180) days prior to the proposed date for commencement of construction of the housing unit or placement of the unit on the Reserve, as the case may be. The application shall, without restricting the generality of the foregoing, contain information respecting the following:

- a) The information and documentation as prescribed for in Subsection 712.2(a);

- b) The proposed dates for commencement and completion of construction of the housing unit or placement of the unit on the Reserve, as the case may be; and
- c) Such other information as may be requesting by the Housing Authority.

712.4 Upon receipt of the written application as provided for in Subsection 712.3, the Director of Public works and Housing Authority shall review the application and make a decision as to whether to accept or deny the application. In the event the application is accepted, the Band Member shall be required to enter into an Agreement in a form acceptance to the director of public works and Housing Authority respecting.

- a) Site selection;
- b) Lot allocation;
- c) Responsibility of the Band Member for the installation and maintenance of the infrastructure and utilities used to service the housing unit; and
- d) Such other terms and conditions as may be prescribed by the director of public works and Housing Authority.

712.5 All privately constructed housing units or any units placed on the reserve as provided for herein shall be required to meet national building code standards. Inspections with respect to the housing unit on the Reserve to ensure compliance with national building code standards, the results of which shall be provided to the Band Member and the Director of Public Works. The costs associated with the conducting of all such inspections shall be the responsibility of the Band Member.

712.6 Band Members wishing to construct their own housing units or place on the Reserve existing units shall be responsible for all costs associated with respect to the installation and accessing of the infrastructure and utilities used to service such units. Further, the Band Member shall be responsible for all ongoing costs associated with the maintenance and/or repairs to their housing unit or any infrastructure or utilities used to service such units following construction or placement of the unit on the Reserve.

712.7 If a Band Member fails to maintain the mortgage or any of the maintenance the Band will assume ownership and allocate to a Band Member who is willing to take over payments of the mortgage and he/she will assume ownership.

713 DISPUTE RESOLUTION

713.1 It is the intention of the Housing Authority and the Director of Public Works to try to resolve all disputes between Tenants and Occupants in a fair and equitable manner. For the purpose of this section the term “dispute” shall be defined as any complaint made by the Tenant or Occupant respecting:

- a) The provision of services by the Housing Authority to their housing unit; or
- b) Arising with regard to the allocation of a housing unit in the event of marriage breakdown as provided for under Section 410.

713.2 The following shall be specifically excluded from the application of the grievance process as identified herein:

- a) Any issues relating to the application or interpretation of any provision of a Tenancy or Band Unit Insurance Maintenance Agreements; or
- b) Any issues relating to the application or interpretation as outlined in this section.

713.3 Disputes shall be handled in accordance with the provisions as outlined in this section:

- a) In instances where a dispute arises between Tenant or Occupant and the Housing Authority regarding any of the items identified in Subsection 713.1, the Tenant or Occupant shall, as a first step, be required to produce in writing their concerns which shall be forwarded on to the Housing co-ordinator. In turn, the Housing Co-ordinator shall make every reasonable effort to attempt to meet with the Tenant or Occupant to review their concerns at this initial state;
- b) Efforts shall be made to attempt to resolve the dispute within a period of twenty-one (21) calendar days following receipt by the Housing Co-ordinator of the documentation outlining the Tenant or Occupant's concerns. If resolved at this stage, an action plan for resolving the concerns shall be written out and signed by the Housing Co-ordinator and the Tenant or Occupant and placed on the Tenant or Occupant's file. In the event the dispute is not resolved to the satisfaction of the Tenant or Occupant at this initial stage, the tenant or occupant may appeal the decision to the Director of Public Works & Housing Department;
- c) The Director of Public Works will review the appeal and try to resolve the matter. In the event the matter cannot be resolved the Director of Public Works will make recommendations to the Housing Authority for consideration. The Housing Authority shall decide and the decision shall be final and binding on all parties involved with respect to the grievance.

714 AMENDMENTS

- a) Any Band Member wishing to bring forward proposed amendment to the Housing Authority Policy shall notify the Housing Authority in writing of the proposed amendment and reasons thereof; and
- b) Upon receipt of the documentation referred to the matter shall be forwarded to the Housing Authority for review and consideration. In turn, the Housing Authority shall review and proposed amendments suggested and make a decision if the proposed amendment shall be placed on the agenda for discussion at the regularly scheduled Chief and Council meeting.

714.2 The proposed amendment shall be presented to the Council for their consideration. If approved, the amendment shall take effect at the same 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 Chief & Council meeting.

714.3 Copies of all amendments adopted by the Chief and Council pursuant to the provisions of Subsection 714.2 hereof shall:

- a) Be provided to all;
 - i) tenants and occupants
 - ii) Housing Authority members and
 - iii) Director of Public Works and Housing Co-ordinator

715 COMING INTO FORCE

715.1 The provisions of this Housing Authority Policy shall come into force effective upon having been read or reviewed at a Chief and Council meeting and voted on for approval at Chief and Council meeting as provided for herein.

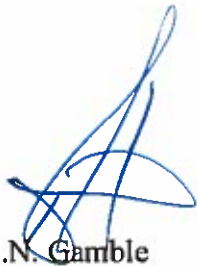
715.2 Upon coming into force, this Policy shall replace in its entirety all existing Housing Policies as previously adopted by the Beardy's & Okemasis' Cree Nation Chief and Council and Housing Authority.

715.3 Upon ratification, copies of this Policy shall be provided:

- a) To each household on the Reserve;
- b) To every Board Member and member of Council;
- c) To personnel employed within the Beardy's & Okemasis' Cree Nation Housing Authority
- d) To INAC; and
- e) To any Band Member wishing to obtain a copy hereof which may be obtained from the Beardy's & Okemasis' Band Office during regular business hours.

This Housing Policy has been duly ratified by the Government of the Nation on March 13, 2017 and is effective immediately until further amended.

Signed:



Chief Richard. J.N. Gamble



Councillor Leighanne Gardipy-Bill



Councillor Jeremy Seesequasis



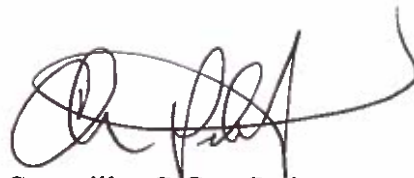
Councillor D. Kevin Seesequasis



Councillor Candace Scott



Councillor Barb Mosquito



Councillor Kurt Seesequasis

Councillor C. Roy Petit

Councillor Ruby Eyahpaise

