

Housing Policy For Units



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Owned by
Na Cho Nyak Dun First Nation

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1.0 Goals of the Na Cho Nyak Dun With Respect To Housing

- To provide adequate and affordable housing for Na Cho Nyak Dun citizens who would like to reside in Housing Units owned by the First Nation of Na Cho Nyak Dun. Housing may include single-family homes, duplexes and apartments.
- To maintain the integrity and value of the land set aside for the Na Cho Nyak Dun housing project and of the houses and other residences built for housing NND citizens
- To enable Na Cho Nyak Dun to build additional housing as funds become available, thus increasing Na Cho Nyak Dun citizen's skills participation in the labour force and the amount of housing stock available locally.

2.0 Purpose and Scope of the Housing Policy

The purpose of the Na Cho Nyak Dun housing policy is to consolidate the essential aspects of all housing related procedures into one reference source to facilitate the management of Na Cho Nyak Dun Housing for the Housing Committee and Housing Department.

The directives outlined in this policy will also provide guidelines to Na Cho Nyak Dun citizens who live in Na Cho Nyak Dun owned housing units.

The housing policy will also specify responsibilities and lines of authority for the Na Cho Nyak Dun Council, Housing Committee, Housing Department and tenants.

The housing policy shall enable the Housing Department and the Housing Committee to make consistent decisions for all tenants' cases.

The scope of the housing policy is to deal with matters which concern the continued management and maintenance of the housing units.

3.0 Definitions

“**Citizens**” means a person registered as a citizen of the First Nation of Na Cho Nyak Dun.

“**CMHC guidelines**” means the regulations and procedures, which must be followed in order to fulfill the obligations under the CMHC RRAP program.

“**CMHC**” means the Federal Government’s Canada Mortgage and Housing Corporation.

“**DIAND**” means the Federal Department of Indian Affairs and Northern Development.

“**Elder**” means a Na Cho Nyak Dun citizen who is 60 years of age or older.

“**Family**” means a minimum of two (2) people consisting of a parent/guardian and child who are related by blood or marriage and includes common-law spouses, or if unrelated, one who is dependent on the other on a continuing basis.

“**Guest**” means any person not listed on the tenant’s profile or tenancy agreement as a permanent occupant of the housing unit. (The tenant’s profile is completed as part of the application for housing and is updated on a continuing basis.)

“**Housing Committee**” means both the Committee as a body

“**Housing department**” means the person(s) hired by Na Cho Nyak Dun to carry out the duties of this department.

“**Housing Unit**” means a single family home on its own lot, a duplex, an apartment in an apartment block, or group home or other special residence.

“**Na Cho Nyak Dun**” means the First Nation of Na Cho Nyak Dun

4.0 Roles and Responsibilities

4.1 Na Cho Nyak Dun Council

NND Council is the policy-making body for all activities related to providing public services to NND citizens. Council is mandated to establish, implement, and administer policies as required to provide good government for the community. In developing policies, Council has a responsibility to obtain the views of the citizens and to consider those views. However, it is the Council that decides what policies are accepted and enforced. Following the approval of new policies, Council also has the responsibility of ensuring citizens are made aware of new policies and how they are to be implemented. On an annual basis, Council will inform citizens of the overall status of the housing portfolio and what the priorities for the following years will be. Pursuant to sections 6.8.2, 6.8.17 and 6.9.1 of the First Nation of Na Cho Nyak Dun Constitution, and s. 5 of the FNNND Land Assignment Act, the Assembly has delegated to Council its authority to allocate and dispose of interests, in the form of rented premises, in Settlement Lands and has approved of such authorities as are exercised in this housing policy.

- a. The First Nation of Na Cho Nyak Dun is the landlord to the Na Cho Nyak Dun housing program.
- b. The Na Cho Nyak Dun Council will approve the tenancy agreement, the housing policy, the Housing Committee and Appeal Committee Terms of Reference and any other associated regulations.
- c. The Na Cho Nyak Dun Council will receive advice and recommendations from the Housing Committee for consideration and will make final decisions regarding recommendation.
- d. The Na Cho Nyak Dun Council will appoint the individual members of the Housing Committee on April 1st for either a 1, 2 or 3 year term of office (staggered terms of office to ensure continuity on these Committees). Appeal Committees will be appointed on an ad hoc basis by Council when deemed necessary.
- e. The Na Cho Nyak Dun Council shall set honorarium rates for the Housing Committee and Appeal Committee as per the current policy.

4.2 NNDFN Citizens

As citizens of NNDFN each person has a responsibility to contribute their views on how housing should be administered in the community. Citizens are therefore encouraged to participate in the public planning process.

NNDFN citizens also have a responsibility to support the decisions made by the Council, Housing Committee and housing staff.

4.3 Housing Committee

The Housing Committee will make recommendations to Council regarding housing allocations, renovations, tenant evictions, housing policy development and implementation. Council retains the responsibility of reviewing the recommended policies and approving those policies for implementation in NNDFN.

- a. The Housing Committee will consist of: one (1) youth, one (1) Elder, (5) First Nation citizens at large and one (1) representative of the Na Cho Nyak Dun Council.
- b. The terms of office for Housing Committee members shall be a minimum of 2 years. Council will appoint the individual members for a 1, 2 or 3 year term of office (staggered terms of office to ensure continuity on the Housing Committee).
- c. A housing priority list will be established annually by the Housing Committee in consultation with housing staff and recommended to Council for approval. These priorities will be used as a guide to ensure that NNDFN responds to the overall housing needs of the community. The housing priority list will be determined based on Appendix C of this policy
- d. The Housing Committee will meet with the Housing Department on a regular basis to discuss matters presented by the Housing Department.
- e. As representatives of the landlord, the Housing Department shall ensure that the landlord and tenant rights and responsibilities outlined in the tenancy agreement are observed.
- f. All applications for housing will be presented by the housing department, to the Housing Committee for review and recommendation to Council.
- g. All eviction decisions will be presented by the housing department, reviewed by the Housing Committee for review and recommendation to Council.
- h. Decisions of the Housing Department shall be made in accordance with the terms of the Housing Policy and tenancy agreement (Appendix A of this policy).
- i. The Housing Department will provide Council with an annual financial statement of its revenues and expenditures. This report shall take into consideration approved revenues and expenditures of the housing Committee. This report will be made available to all citizens.
- j. Once each year, the Housing Department shall review the housing policy and, in consultation with the Housing Committee, submit any suggested revisions to Council for approval.

- k. Once each year, the Housing Department will review the tenancy rules outlined in the tenancy agreement and, in consultation with the Housing Committee, will submit any proposed additions, amendments or replacements to the Na Cho Nyak Dun Council. The rules must be reasonable and intended to:
- Promote the convenience, safety or welfare of the tenants.
 - Preserve Na Cho Nyak Dun's property from abusive tenants.
 - Make a fair distribution of services and facilities provided by Na Cho Nyak Dun for the general use of all tenants.
 - The rules must not substantially modify the tenancy agreement, they must be applied to all tenants in a fair manner, they must be clearly written. Tenants must be given six (6) weeks notice of any change in the tenancy rules.

4.4 Appeal Committee

An ad hoc appeal committee may be set up by Council as per section 5.6 of this policy

4.5 Housing Department

- a. The Housing Department will provide the First Nation of Na Cho Nyak Dun with houses built to code with basic facilities for tenancy. This will include two sources of heating and a fire suppression unit.
- b. The Housing Department staff will be employees of the First Nation of Na Cho Nyak Dun. The Housing Department will respond to all tenant queries, requests for service and complaints, following the housing policy and the tenancy agreement. A response will be made quickly and as completely as is possible and necessary. Any matters which the housing department cannot resolve shall be referred to the Council for resolution.
- c. The housing department will respond to all emergency situations concerning matters normally handled by the Housing Committee when there is no time to meet with the Committee. This provision will include emergency expenditures, provided these are discussed with and approved by the Director of Capital and Infrastructure and are within the Departmental budget.
- d. Applications for housing will be received and reviewed by the housing department. After ensuring that applications are complete the Housing Department will submit them to the Housing Committee for recommendation to Council. All applications for housing will be acknowledged in writing, within 3 weeks of receipt of the application.

- e. All cases to be considered for eviction shall be referred by the Housing Department to the Housing Committee, which in turn shall advise Council of their recommendation and request Councils' decision regarding the eviction.
- f. The Housing Director/Manager can authorize repairs up to \$24,000 from funds allocated by CMHC, other First Nation housing programs or other proposal driven monies where the repairs were for the specific purpose noted and in accordance with the renovation list generated by the Housing Committee and approved by Chief and Council.
- g. The Housing Department shall act as a liaison between the tenant and the Housing Committee and the Na Cho Nyak Dun Council.
- h. The Housing Department shall prepare a housing report for regularly scheduled meetings of the Housing Committee pertaining to the mandate of the Committee.
- i. The Housing Department shall maintain all documents, vouchers, records and accounts that pertain to the housing program.
- j. The Housing Department shall, in consultation with the Committee Chair, prepare agendas for meetings of the Housing Committee and distribute the agenda and supporting information to members, at least seven days in advance of the meeting.

4.6 Director of Capital and Infrastructure

The Director of Capital and Infrastructure is responsible to the Executive Director or other so designated person in the Council approved organizational chart.

4.7 Tenant's Rights and Responsibilities

- a. Tenants are subject to the rights, responsibilities and obligations outlined in the signed tenancy agreement.
- b. All queries, request for service and maintenance, damage reports, and complaints shall be made to the Housing Department in writing and with signature.
- c. Tenants are responsible for damage caused by themselves, other occupants of their housing unit, and their guests. Refer to 5.16 of this housing policy for details on tenant damage.
- d. Tenants must keep the housing unit in good repair and do minor maintenance jobs (i.e. replacement of light bulbs, stripped washers on plumbing fixtures, etc.) Tenants are expected to report problems requiring maintenance. Tenants are not responsible for damages caused by normal wear and tear, accidental fire, flood or other Acts of God.

- e. Landscaping, painting and exterior renovations may be carried out by the tenant, provided the tenant has notified the housing department.
- f. Tenants will ensure that the Housing Department has keys to each of the doors of the Housing Unit at all times. If it is determined that a lock has been changed without keys being given to the Housing Department, the Housing Department has the authority to change the lock again.
- g. Interior renovations will not be allowed unless prior written approval is obtained from the Housing Department and renovations are done by a person/company qualified to do the job as determined by Housing Department staff.
- h. Each housing unit will be equipped with garbage stands. Tenants are responsible for ensuring their garbage is bagged and placed in the garbage stand and picked up if scattered. The tenant will be responsible for removing the garbage on a weekly basis. Scrap materials and old vehicles, and other oversized debris will not be left in the yard. To facilitate this, the Housing Department will arrange for an annual pick up of unwanted and/or unsightly debris. Yards are to be kept neat and tidy at all times. If, after two requests to clean up the yard, the Housing Department or any other entity designated by the Housing Department has the authority to go in and clean up a tenant's yard and the tenant will be invoiced for these costs and a payment schedule arranged as per NND policy.
- i. When a tenant has resided on the premises for six (6) months, an inspection will be done. Any damage, which cannot be considered as normal wear and tear due to residency, will result in the tenant being billed for any repair work done by the Housing Department to fix the damage. If the tenant is capable of doing the work themselves or chooses to have someone else do it for them the Director/Manager of the Housing Department will consider application to this effect and may choose to allow the work to be done by someone other than the Housing Department.
- j. It is the responsibility of the tenant (who is not an Elder as defined by the Elder's policy) to clean their chimneys and furnaces. Any problems should be reported to the Housing Manager as soon as they occur. For NNDFN owned housing units where the primary tenant is an Elder, furnace cleaning and servicing will be the responsibility of the Housing Department.
- k. If a housing unit requires maintenance, it is the responsibility of the tenant to report the situation to the Housing Department in writing.
- l. Porches, exterior stairs, balconies, etc. on housing units should remain clear of bicycles, laundry, tools, equipment, etc. in case of fire or accident so that the housing unit can be entered or exited for any emergencies.
- m. If the tenant is away from the premises for more than 24 hours during the periods of extreme weather or more than three days under "normal" weather conditions the tenant must have someone checking the premises and the Housing Unit. The tenant is to submit the name of the person taking care of the unit for this period to

the Housing Department prior to the start of this period. The tenant is responsible for the repair of all willful damage to the housing unit during this period. If no suitable person can be found the tenant must advise the Housing Department of this and the Housing Department will arrange to have the premises taken care of. Any costs associated with this service will be billed to the tenant.

- n. Tenants and their guests shall keep noise to a minimum between 11:00 pm and 8:00 am. Tenants are responsible for the conduct of their guests at all times. Tenants not observing noise regulations will be issued a written warning from the Housing department. Warnings will be based on neighbour reports and/or RCMP reports. Tenants who receive three (3) such warnings will be evicted as per section 5.10 of this policy.
- o. Tenants shall not leave a houseguest in charge of a NND owned housing unit without notifying the Housing Department. The guest must obey all guidelines in the tenancy agreement.
- p. There will be no long term house sitting of the premises without prior notification to the Housing Department. Permission must be requested of Chief and Council and permission granted at least one (1) month in advance unless circumstances are such as this is not possible. Chief and Council will then direct the Housing Department to make the appropriate agreements with the caretaker. A tenant can receive up to a two year leave from their house for personal or educational reasons as long as the Housing Department is notified who will be staying in the house, the house is occupied at all times, no rent is collected from the tenant from the resident and residents abide by the Housing Policy and Tenancy Agreement. The tenant will be responsible for any willful damage to the unit under any circumstances. In the case where a tenant is seeking a 4 year degree the two year leave may be extended by agreement from the Housing Committee recommendation to Chief and Council.

5.0 Policy Directives

Except for the provision that only Na Cho Nyak Dun Citizens are eligible for tenancy in an NND housing unit, the guidelines outlined in the housing policy will be applied without discrimination as to race, national or ethnic origin, colour, religion, age, sex, mental or physical disability, marital status, conviction for which pardon has been granted or the fact that there are children forming a part of the family. The above prohibition against discrimination shall not apply to accommodation reserved for special needs persons as defined in this policy.

5.1 Eligibility for First Nation Housing

- a. Na Cho Nyak Dun citizens

- b. Na Cho Nyak Dun realizes that, in some cases, an emergency situation may arise where a Na Cho Nyak Dun citizen is in desperate need of immediate housing. The Housing Committee will inform Chief and Council regarding their recommendation to provide advance housing for such people. In these cases the formal application process may not apply.
- c. Na Cho Nyak Dun citizens desiring a Na Cho Nyak Dun house shall complete a written application with the assistance of the Housing Department. The Housing Department shall submit all applications to the Housing Committee for recommendations regarding the allotment of housing units. These recommendations will be forwarded to Chief and Council for a final decision.

5.2 Priority for First Nation Housing

The following criteria will be used by the Housing Committee to set priorities in allocating housing units:

- a. Na Cho Nyak Dun citizens are entitled to occupy/control only one (1) NND housing unit at one time. In the case where there is evidence that a citizen is occupying more than one house the Housing Department will write the tenant requesting information on the tenant's intentions and subsequently make recommendation to the Committee regarding the allocation.
- b. In the event that the Na Cho Nyak Dun builds housing units for special needs people (i.e. Elders, handicapped persons, etc.) or for a particular family size, preference for such housing will go to the persons that the housing units were designed for. If special needs NND citizens are not available to occupy a vacant unit, the unit may be allocated to any other NND citizen on a temporary basis, until a special needs person requires the unit and a permanent unit is made available for the tenant.

5.3 Adequate Housing – Occupancy Standards

Adequate housing shall be provided, to the extent possible, to ensure occupancy standards of:

- Per individual adults - one bedroom each
- Per couple - one to two bedroom
- Children of different gender age six (6) years or older - one bedroom each up to a maximum of 4 bedrooms

In cases where a tenant is residing in an NND housing unit that is, in the opinion of the Housing Department, not classed as adequate housing the Housing Department will re-allocate the tenant to a suitable unit upon availability providing one (1) months written notice in order to make a fair distribution of services and facilities provided by Na Cho

Nyak Dun for general use of all tenants. Every effort will be made to secure the agreement of all parties before moves are made. Exclusions can be made for long-term tenants, in cases where it benefits the long-term tenant's family situation. The Housing Committee will look at this exclusion on an individual basis.

5.4 Application Process

- a. Applications shall be submitted to the housing department on the form found in Appendix C of this document. The Housing Department shall maintain a database of all applications received. Qualifying applications shall be presented to the Housing Committee at the next scheduled meeting.
- b. The Housing department will keep a written record of the review of applications for a maximum period of five (5) years.
- c. Applicants are responsible for updating their application annually at the beginning of each calendar year. The Housing Department will inform applicants of the requirement to update their application by mail on an annual basis. The applicant will have up to 2 months to conform to the request for an update. If such an update is not received by the Housing Department in the time frame specified in the update request, the file will be considered inactive and the name will be removed from the list. A new application will be required if the citizen chooses to apply at a later date and they will be considered a new applicant. Likewise, citizens who wish to be removed from the housing list should inform the Housing Department as soon as possible. It is important to remember that a major criteria for receiving an allocation is how long an applicant has had an active application in place.

5.5 Tenancy Agreement

The tenancy agreement outlines tenant and landlord rights and responsibilities and is found in Appendix A of this policy..

- a. After Council confirms the selection of an application for housing assistance, a personal interview will be completed with the applicant(s) by a designated member of the Housing Department staff. The housing department representative will review the tenancy agreement and the housing policy in detail with the applicant(s). The tenancy agreement shall be signed by the tenant and witnessed by the Housing Department representative. The document will be countersigned by two representatives of Council. A photocopy will then be issued to the tenant and the original filed in the tenant file. A copy of the tenancy agreement is included in Appendix 1 of this policy.
- b. A housing orientation will be made available to each new tenant
- c. Except for certain provisions specified in the tenancy agreement, either NND or the tenant can terminate the tenancy agreement by providing one (1) month

written notice, on or before the last day of one month of tenancy. The tenant shall be liable for any expense or loss incurred by the landlord due to the failure of the tenant to vacate the premises promptly at the termination of the tenancy agreement.

- d. If a married (or common law) tenant couple divorce or separate, the parent who is responsible for any NND children under the age of eighteen (18) will be allowed to continue to reside in the housing unit until the children are of age, unless a court of law or other agreement provides for other custody of the child(ren).
- e. In cases where the tenant dies, priority for re allocating the housing unit will go to any family NND citizen who resided with the tenant in the housing unit and is listed on the tenancy agreement.
- f. In cases where the tenant dies and there is no other resident family member. The family will have up to two months to removed the belongings of the deceased and return the keys to the Housing Department. A reminder will be sent to the family after one month reminding them of the deadline. If the belongings are not removed or no response is received in the given time frame they will be disposed of in a manner fitting the culture and traditions of NND.

5.6 Appeals

Any citizen of NNDFN may appeal the decisions made regarding housing programs and services.

- a. An ad hoc Appeal Committee will be struck by Council to hear citizen appeals. The Committee will be independent of Council, the Housing Committee and housing staff.
- b. Citizens may submit an appeal, in writing, to the housing department within ten (10) days of being notified of the decision regarding their application. The appeal must include information on why the applicant feels the decision should be reconsidered. The Appeal Committee will have twenty one (21) working days in which to consider the appeal.
- c. The quorum (minimum number of committee members) required for a decision on an appeal shall be 4 members of the Appeal Committee.
- d. In considering the appeal, the Appeal Committee will review the application to confirm that the decision was made in accordance with approved housing policy, without bias or favouritism, and without error in interpretation of the rental housing policy or law. The Appeal Committee will, after considering of all the information presented during the appeal hearing provide Chief and Council with recommendations regarding the decision.

- e. All decisions made by Council on an appeal shall be final and shall be recorded, in writing, and maintained on file for a minimum of 5 years.

5.7 Tenant Orientation

Tenant sessions on budgeting and maintenance will be scheduled with new Tenants by the housing department.

5.8 Housing Probation Period

During the first six (6) months of occupancy in a Na Cho Nyak Dun owned housing unit, the tenant(s) will be placed on a six (6) month probation period.

Prior to the end of the six-month probation period, a home-visit will be carried out by the housing department to confirm whether the terms of the tenancy agreement have been met.

Failure to comply with the policy and tenancy agreement during the probation period may result in immediate eviction with one (1) months written notice unless the Housing Department has reason to believe that there will be damage done to the unit during this time, in which case eviction will be immediate.

5.9 Shelter Payments

There shall be no shelter payments until such time as an appropriate authority is set up within the First Nation to receive such funding. However, tenants should be aware that there is a possibility that shelter payments may be required in the future and this policy and their tenancy agreements will be changed accordingly.

5.10 Evictions

Eviction proceedings may be initiated against any tenant in breach of his/her obligations under the tenancy agreement.

- a. The housing department will first contact the tenant in writing or in person to warn him/her of the situation and to discuss a suitable correction to the problem. This shall be considered a first warning. If the tenant fails to meet the Housing Department's requirements a second warning will be given and writing and the tenants will be asked to appear before the Housing Committee. Such a meeting will allow the tenant an opportunity to explain his/her situation.
- b. If the Housing Committee is satisfied that the tenant is able and willing to correct the problem, then the Housing Committee may establish conditions under which the problem may be rectified and may specify further actions to

be taken if any of the conditions are not met. These conditions and actions shall be put in writing and signed by the tenant. In the event of a third warning from the Housing Department the Committee shall meet and make recommendation to Council regarding eviction.

- c. Where a tenant has not made any arrangements to correct the problem and does not offer any explanation to the Housing Committee, the Housing Committee shall recommend eviction to Council. The tenant will be served with a *Notice to Terminate the Tenancy Agreement*. The notice, in writing, shall be signed by the Director/Manager of the Housing Department. The notice shall identify the premises in respect of which the notice is given, shall provide details of the reason for eviction and shall state the date on which the tenancy is to terminate. When the notice cannot be given to the tenant in person, by reason of his/her absence from the premises or by reason of his/her evading service, it may be given to any adult person who resides with the tenant, by posting it up in a conspicuous place on the premises, or by sending it by certified mail to the tenant at the address where he/she resides.
- d. The written *Notice to Terminate the Tenancy Agreement* will allow the tenant one (1) month to vacate the housing unit unless special circumstances apply. If the tenant does not vacate by the expiration date, the Housing Department will so inform Chief and Council who, as landlord, will contact the appropriate authorities to proceed with the eviction.
- e. Any repairs required to the unit resulting from damage by the tenant(s) or their guests shall be confirmed in writing to the tenant and cost recovery will be pursued by the Housing Department or by the appropriate court system.

5.11 Moves between Housing Units - Reallocation

Tenants wishing to move from one NNDFN-owned housing unit to another must submit a written request to the housing department. The request must identify the reason for the move and confirm that the tenant is able to assume full responsibility for all aspects of the move (i.e. costs to move possessions, reconnect utilities, etc).

The Housing Committee will consider application to the Housing Department of a request to move between NNDFN-owned housing units as part of their regular review of requests for housing assistance. The request will only be approved where:

- a. The tenant has adhered to all the terms and conditions of the tenancy agreement.
- b. The tenant has maintained the housing unit in good repair, as confirmed by an inspection of the unit.

- c. The Housing Committee can confirm that an NNDFN-owned housing unit is available for them to move to.

5.12 Insurance

Na Cho Nyak Dun may self-insure all applicable NND owned housing units. All tenants will be encouraged to purchase tenants contents insurance on their personal furnishings and belongings. Na Cho Nyak Dun is not responsible for any personal belonging that are damaged or stolen.

5.13 Access to Housing Units

The landlord (NNDFN), its servants or agents may enter a tenant's housing unit under the following conditions:

- a. In an emergency, access may be gained at any time. Emergency is defined as a fire, flood or other Acts of God, a medical emergency involving the tenant, or a situation within the building structure, which compromises the health and or safety of the tenant.
- b. At any reasonable time if Housing Department has reason to believe that there has been damage done to the housing unit.
- c. At any other time, provided the tenant allows entry.
- d. If it appears that the tenant has abandoned the housing unit.
- e. To undertake maintenance and repairs or to allow such to be made, to inspect the premises, to investigate complaints lodged by the tenant, to show the housing unit to a possible new tenant, or any other reasonable purpose, provided twenty-four (24) hours notice has been given to the tenant, in writing. The written notice must specify when the entry is to be made. Entry for these purposes may only be made between 8:00 am - 9:00 pm unless another arrangement is agreed upon.
- f. Neither the landlord nor the tenant may change the locks or access without the other party's permission. If a tenant installs a deadbolt, a key must be given to the landlord. The land lord must have a copy of all keys that access the building and the tenant at all times and it is the responsibility of the tenant to ensure that the keys are given to the land lord if/when lock changes are made. The keys will be kept in a secure lock box in the Housing Department.

5.14 Maintenance, Renovations and Repairs

5.14.1 Na Cho Nyak Dun Responsibilities

- a. Na Cho Nyak Dun is responsible for maintaining the unit in a good state of repair, to carry out preventative repairs and maintenance and

complying with health and safety standards to extend the useful life of the unit.

- b. NND Housing Department will keep an updated list of major renovations and repairs that need to take place and prioritize them according to the health, safety etc. standards. The list of houses requiring renovations and a suggested priority will be provided to the Housing Committee for discussion. A final renovation list will be recommended on an annual basis to Chief and Council. The Housing Department will submit renovations as part of their annual budgeting process. Individual home owners will then be informed in writing of the status of their major renovations and repairs by the Housing Department. It will not be possible to undertake all repairs in any given year due to budgetary constraints.
- c. NND is responsible for major repairs or repairs arising from normal wear and tear. This will include necessary replacement of worn flooring and carpeting, building repairs including roofing and other work approved by Chief and Council through the renovation process identified above when such is required due to normal wear and tear.
- d. NND will be responsible for repairs to any construction faults. NND will immediately undertake such work on the joint recommendation of the Director of Capital and Infrastructure and the housing department when any of the above conditions pose a threat to the health and safety of the housing occupants.
- e. Emergency repairs will take precedent over cosmetic repairs.

5.14.2 Tenant Responsibilities

- a. Tenants are responsible for the general maintenance, repairs and replacements outlined in the tenancy agreement.
- b. Tenants must be present during the inspection and sign off on the move in and move out inspection reports.
- c. Tenants are responsible for maintaining the ordinary health, cleanliness and sanitary standards of the premises, all health, fire and police regulations of the Territory and for complying with bylaws regarding pets, yard maintenance, noise, etc. as may be passed by the First Nation of Na Cho Nyak Dun.
- d. Tenants should immediately report to the housing department any accident, break or defect in water, heating or electrical systems, or in any part of the home and its equipment in general. If an emergency situation is not reported immediately and the situation deteriorates, the tenant will be informed in writing of the cost of subsequent damages and

will be responsible for fixing the damage or paying for the repairs preformed by the Housing Department.

- e. The tenant shall notify the housing department in writing of the need to make repairs or alterations to any part of housing unit. Any such changes must be completed by NNDFN not by the tenants unless the tenant has obtained prior written approval from the housing department.

5.15 Inspections

5.15.1 Regular Inspections

All occupied housing units shall be inspected at least annually. The units will be inspected to record the condition of the unit both internally and externally. These inspections will be used to determine the need for any preventative maintenance as well as to determine any misuse or negligence on the part of the tenant. In a case where a house is condemned as a result of such an inspection, the tenant shall be moved to the first available empty unit.

5.15.2 Vacant Unit Inspection

- a. All vacant units shall be inspected prior to being occupied by a new tenant. A written inspection report shall be completed confirming any deficiencies and attached to the tenant correspondence file for that unit. The Housing Department shall identify repairs required from tenant damage.
- b. Any unit left vacant for an extended period of time shall be inspected up to at least twice monthly to ensure that vandalism does not take place. Any necessary repairs and/or replacements shall be completed prior to the new tenant taking occupancy.
- c. All inspection reports shall include:
 - The general condition of the property,
 - The date of the inspection,
 - Signature of the inspector and the tenant, and
 - The condition of each of the following internal and external items:

Internal	External	
Appliances	Roofing	Windows/screens
Furnace Filters	Entrance	Siding
Floors	Eaves troughs	Decking
Walls, Cabinets, Doors	Chimneys	
Plumbing Fixtures	Septic systems	
Electrical Fixtures	Porches/stairs	

Stove Fire extinguisher Smoke alarm Heat Recovery/Ventilation Unit	
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5.15.3 Move-In and Move-Out Inspections

- a. A “move-in” inspection will be completed before the tenant moves into the housing unit. The move-in inspection will be completed jointly by a representative of the housing department and the tenant(s). A checklist that confirms the condition of the housing unit will be reviewed and signed off by the housing department and the tenant.
- b. A “move-out” inspection will be completed before the tenant moves out of the housing unit. The move-out inspection will be completed jointly by the housing manager and the tenant. The checklist completed during the move-in inspection will be reviewed to confirm the condition of the housing unit at move-out. Refer to Appendix C for a copy of the move-in/move-out unit inspection report.
- c. Any repairs required to the housing unit resulting from damage by the tenant(s) or their guests shall be confirmed in writing to the tenant and cost recovery will be pursued by the housing department.

5.16 Tenant Damage

The Landlord and his agents may, at all reasonable times, enter the premises to examine its condition and all want of repair that may be found will be corrected by the tenant within three (3) weeks following the Landlord leaving notice in writing at the premises.

Na Cho Nyak Dun will not pay the costs of repairing damages to a housing unit caused by the actions of the tenants, the housing unit occupants or their guests. Tenants will be required to pay repair costs for such damages to their housing unit. Where repairs are required to the house as a result of damage, neglect or vandalism by the tenant(s) or their guest(s), the following procedures will apply:

- a. At the discretion of the housing department the tenant may repair the damage, at their cost, within an agreed upon time frame. The housing department will arrange for an inspection to ensure the repair work meets minimum standards.
- b. The housing department may file a report of damages to the local police department.
- c. The housing department will obtain an estimate of costs required to repair the damages.

- d. The housing department will meet with the tenant(s) to arrange for payment of the repair costs (either payment in full or a repayment agreement).
- e. After the repair costs are paid in full/a repayment agreement is in place, the repairs will be completed.
- f. If the tenant refuses to make repairs, NND will complete the repairs and bill the tenant for costs which will be due and payable to the NNDFN. The First Nation may choose to take the tenant to Small Claims to collect the costs and this shall apply to water bill accounts. All instances of damages will be recorded in the tenant's file and remain on record for 7 years.
- g. In the event that tenant damage is recorded three times, the tenant will be evicted as per section 5.10 of this policy.

5.17 Vandalism

Tenants must report all damages by vandals to the RCMP. If the police investigation reveals vandalism as the cause of damage, NND will make the repairs and assume the cost of repairing damage. If the person(s) responsible for the damages is charged with the offence, they shall be made to pay for the damages through the courts. There is no insurance policy available which covers repairs required as a result of vandalism.

5.18 Improvements or Alterations to the Housing Unit and Premises

- a. Structural alterations and home improvements shall not be made by the tenant without first obtaining written permission from the housing department. On approval of such alterations by the Housing Department, tenants wishing to improve NND owned housing units which they occupy will have to do so at their own expense. In some cases, the First Nation may supply necessary materials and supplies on recommendation from the Housing Committee.
- b. Improvements or alterations must meet appropriate building and trade standards. Construction work must meet National Building Code of Canada Standards. Before work is performed or contracted out, it must be ensured that the party making the repairs will meet the required standards.
- c. The tenant may remove any addition, fences, etc. which they installed upon vacating the premises, provided that such improvements were done entirely at the tenant's expense and provided that the Tenant leaves the premises in the same condition it was in when he/she took possession. Any structures not removed will become the property of the First Nation of Na Cho Nayk Dun to dispose of as the Government sees fit.

5.19 Abandoned Houses

A housing unit that is unoccupied for two (2) weeks or longer and the Housing Department has not been contacted with regard to the caretaker of the unit as per section

4.7 (m) of this policy, the unit will be considered abandoned. NND may take possession without notice or demand unless the tenant has notified the housing department of an extended absence and has made suitable arrangements to have the unit looked after for the period of absence. The Housing Department will serve the tenant with a *Notice to Terminate Tenancy Agreement*. The furniture and personal effects left behind in the abandoned housing unit will be removed. Procedures will then be taken to have it disposed of.

Appendix 'A'
Tenancy Agreement
First Nation of Na-Cho Nyak Dun
Box 220
Mayo, Yukon YOB 1MO

TENANCY AGREEMENT 2008

This Tenancy Agreement is made in duplicate this _____ day of _____, 2008.

Between:

Na Cho Nyak Dun First Nation (hereinafter called the "Landlord")

And

_____ and
_____ (herein after called the "Tenant")

Family members who will be residing in the unit with the Tenants

_____ relationship _____ relationship

_____ relationship _____ relationship

Premises 1 (l) The Landlord hereby agrees to assign occupancy to the Tenant
the _____ property _____ know as

_____ (hereinafter called the "Premises")

Term 2 (l) The term of this tenancy agreement starts the _____ day of
_____ 2008

Shelter Fee 3 (l) The Tenancy Agreement is made in consideration of a shelter fee
of \$ _____ per month, charged to offset some of the cost to

the Landlord for routine inspection and maintenance of the premises. The Tenant covenants to pay this monthly fee to the Landlord, in advance on the first day of each month, the first of such payments to become due on the commencement date. If there is less than ten (10) calendar days remaining in the month in which this Tenancy Agreement is signed, the shelter fee will be applied to the consecutive month.

Tenant Rights and Responsibilities

- 4 (1) The Tenant shall pay all charges for the provision of water and sewer services to the premises, and the Tenant shall pay for all other utilities, including the cost of heating fuel and electricity.
- 4 (2) The Tenant is responsible for the cost of restarting the furnace if it shuts down for lack of fuel and the Tenant is responsible for the cost of repair of damages of the premises caused by lack of fuel regardless of the type of fuel and heating system in use.
- 4 (3) The Tenant is responsible during his presence or absence, for the prevention of damage to the premises, but in so doing he is required to exercise only judgment and care that a person of prudence, discretion and intelligence would exercise as the owner of the premises.
- 4 (4) Without limiting paragraph 4 (1), if the Tenant is absent from the premises for a period of time of more than 24 hours during periods of extreme weather or more than three days under other weather conditions he will advise the Housing Department according to section 4.7 (m) of the Housing Policy
- 4 (5) Agree to abide by all of the rights and responsibilities outlined in the Housing Policy under section 4.7

Termination 5 (1) Except as otherwise provided for in this tenancy agreement, the Tenant may terminate this agreement by giving the Landlord a one (1) month written notice in accordance with section 5.5 (c) of the Housing Policy.

- 5 (2) Notwithstanding the above provision for terminating this tenancy agreement, if the Tenant commits a substantial breach of the Housing Policy which would warrant eviction or breaks any of the conditions prescribed therein the Landlord, at his options, may terminate the tenancy by giving thirty (30) days written notice of termination and the details of the alleged substantial

breach(s) or as otherwise provided in the Housing Policy under section 5.10.

- Conditions** 6 (l) The Tenant agrees that tenancy is subject to the conditions of tenancy outlined in the Housing Policy and specifically agrees to the following:
- (a) The Tenant will not at any time use the premises as other than a residential dwelling for himself and his family,
 - (b) The Tenant will not re-assign the premises except as permitted under 4.7 (p) of the Housing Policy;
 - (c) The Tenant will not leave guests in charge of the premises as per section 4.7 (o) of the Housing Policy
 - (d) The Tenant agrees to adhere to all of the other conditions related to tenancy as described in the Housing Policy
- Liabilities** 7 (1) The Tenant hereby agrees to indemnify the Landlord in respect of, and hereby releases the Landlord from any liability of loss to persons or property which results from the conduct of the Tenant or any person the Tenant permits on the premises.
- 7 (2) The Landlord shall not be responsible for any loss of Tenant's personal property in the premises.
- 7 (3) Tenants are responsible for insuring their personal property against loss from water, fire, thief, etc.
- Maintenance** 8 (1) The Tenant and the Housing Department shall have a shared responsibility for the regular maintenance, repair and notification of repairs needed to the housing unit as per section 5.14 of the Housing Policy.
- 8 (2) The Tenant is responsible for any wilfull damage caused to the unit by himself, other occupants or guests as per section 5.16 of the Housing Policy
- Aid in Maintenance** 10 (l) The Tenant shall cooperate with the Landlord in the care and maintenance of the premises, common areas or property of which they form a part, and shall promptly report in writing to the Landlord or a designated agent any accident, break or defect in

the water, heating or electrical systems or any part of the building and its equipment generally.

Inspections

- 11 (l) The Tenant shall permit the Landlord, its servants or agents to have access to the premises at reasonable times for the purpose of inspecting the premises, for maintaining the premises in good and reasonable conditions, for repairing or causing to be repaired the premises, or for any other reasonable purposes. The Tenant requires twenty-four (24) hours notice for such access.

Access

- 12 (1) The Tenant shall permit the Landlord to have access to the premises in case of emergencies and as per section 5.13 of the Housing Policy

Abandonment

- 12 (l) Should the Tenant fail to take possession of the premises at the commencement of the tenancy or abandon the premises (as defined in section 5.19 of the Housing Policy), the Landlord may, at their option, take thereof and reassign the premises to whomsoever the Landlord may see fit on such conditions as the Landlord may deem advisable without prejudice to the Landlord's right to recover charges which may be then outstanding and all claims for damages.
- 12 (2) Any furniture and effects then remaining on the premises may at any time be stored by the Landlord as he sees fit, and the Tenant shall remain liable for the cost of transportation and storage until such costs have been recovered in full by the Landlord.
- 12 (3) If the Landlord is unable to locate the Tenant and the Tenant fails to make any efforts to claim and take possession of such furniture and the Tenant hereby agrees to abandon any property, right or interest in such furniture and effects, the Landlord may sell the furniture and effects, deducting from the proceeds of sale the cost of transportation and storage and other costs related to the sale.

Surrender of premises

- 13 (l) At the termination of this agreement, the Tenant shall surrender the premises in like condition as at the commencement of the term of the agreement excepting only reasonable wear and tear.
- 13 (2) The inspection report will be completed jointly by the Tenant and the Landlord or its agent at the beginning and at the termination of the tenancy, and both parties will indicate their agreement with

the inspection by signing the report in the indicated areas, both at the beginning and the termination of the tenancy.

Revisions

14 (1) The Landlord may at its option, at any time, make revisions to this tenancy agreement to incorporate a reasonable monthly fee to offset the Landlord’s costs of inspection and maintenance of the premises, and or incorporate prorated insurance costs to insure the premises. Should the Landlord exercise its option to make revisions to this tenancy agreement, the Landlord shall provide the Tenant with thirty (30)days written notice of its intention to make such revisions. Thereafter the Tenant shall have a further thirty (30) days to sign and enter into the revised tenancy agreement.

Interpretation

15 (l) Wherever the singular or masculine gender is used in this agreement the same shall be construed as including the plural and feminine and neuter respectively where the fact or context so requires; and in any case where there is more than one Tenant named in this agreement, covenants contained in it shall bind the Tenants separately as well as jointly.

Housing Policy 16 (1) I agree that I have read, reviewed and understand the Housing Policy for Housing Units Owned by the First Nation of Na Cho Nyak Dun and agree to abide by the policy directives noted therein.

IN WITNESS WHEREOF the parties hereto have signed this Agreement in the presence of a witness on the date first above written.

Tenant:

Landlord (NND):

(Councilor)

(Councilor)

Housing Manager:

Witness:

Date:

Appendix B

Move-In/Move-Out Unit Inspection Report

Unit Location: _____ Unit Number: _____
 Inspection Type: Annual ____ Move Out ____ Move In ____

<u>Item</u> COMMON AREA	Rating (Good/Clean, Damaged, Missing, Not Clean)	<u>Item</u> COMMON AREA
Front Door		
Storm Door		
Back Door		
KITCHEN AREA		KITCHEN AREA
Fridge		
Stove		
Other Appliances		
Cupboards		
Countertops		
Plumbing		
Flooring		
Walls		
Doors		
Windows		
Other		
DINING ROOM		DINING ROOM
Flooring		
Walls		
Windows		
LIVING ROOM/HALL		LIVING ROOM/HALL
Walls		
Flooring		
Doors/Doorways		
Windows		
BATHROOM		BATHROOM
Toilet		
Basin/Taps		
Shower Bathtub Taps		
Flooring		
Doors		
Walls		
Plumbing		

**Appendix C
Housing Application**

Date Received _____

Name:	Address:
Phone# H ()	Cell: ()
Email:	Date of Birth: Day/Month/Year
SIN:	Status # if applicable:

1. Who will be living in the unit with you? Please provide the name, age, and relationship of each individual to you.

2. How many successive years have you been on the NND housing list? _____

3. How many NND housing units have you occupied as the assigned tenant during your lifetime? _____ Were any major renovations required to any of these units during your tenancy? If so, what were they?

4. Do you currently occupy an NND housing unit? If so, please identify which unit?

5. Do you have any special circumstances that should be taken into consideration regarding your housing needs (disability, chronic disease, special needs?)

Signed _____ Dated _____

Housing Department check list for Application Verification

1. NND Citizens _____
2. Number of years on the housing list _____
3. A. Number of units occupied in tenants lifetime as primary tenant _____
B. Renovation Request required _____
4. Unit currently occupied _____
5. Special circumstances verified _____
6. Number of family members who will be living in the unit _____

Signed: _____ Date: _____