



**Cook's Ferry
Indian Band**

Nlaka'pamux Nation

HOUSING POLICY

2017

Cook's Ferry Indian Band
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COOKS FERRY INDIAN BAND

Nlaka'pamux Nation
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Phone: (250) 458-2224 Fax: (250) 458-2312

BAND COUNCIL RESOLUTION

Number 11102017-5

The Council of the COOKS FERRY BAND
District BRITISH COLUMBIA REGION SOUTH
Province BRITISH COLUMBIA
Place SPENCES BRIDGE
Date 11 10 2017
Day Month Year

At a duly convened meeting the following motion was passed by a quorum of Council:

RE: Approval of the Cook's Ferry Indian Band Housing Policy 2017

Whereas The Cook's Ferry Indian Band Housing Policy 2017 (the "Housing Policy") reflects the work and collaboration of the CFIB members, council, Administration, staff, consultants and legal counsel over a 2 year period; and

Whereas The Housing Policy was presented and reviewed by the CFIB community on the following dates:

June 18, 2016 in Spences Bridge
August 20, 2016 in Kamloops
September 10, 2016 in Merritt
March 25, 2017 in Spences Bridge; and

Whereas the drafts of the Housing Policy have been made available to CFIB membership at the Band office and online on the Cook's Ferry Band website during the drafting stages; and

Whereas the legal review of the Housing Policy was completed by Raymond D. Phillips, Q.C.; and

Whereas Chief and Council reviewed the Housing Policy on September 13, 2017 and October 11, 2017; and

Whereas Chief and Council provided its final approval of the Housing Policy.

Therefore be it Resolved that Chief and Council for the Cook's Ferry Indian Band hereby proclaim the Cook's Ferry Indian Band Housing Policy 2017 to be enacted effective immediately and is therefore a valid and enforceable policy of the Cook's Ferry Indian Band.

A quorum of this band
Consists of 3
Council Members

Pearl Hewitt
(COUNCILLOR)

[Signature]
(CHIEF)

[Signature]
(COUNCILLOR)

[Signature]
(COUNCILLOR)

Page 1 of 1

INDIAN AND NORTHERN AFFAIRS CANADA FOR DEPARTMENT USE ONLY

Recommended

Approved

DATE

RECOMMENDING OFFICER

DATE

RECOMMENDING OFFICER

DATE

RECOMMENDING OFFICER

DATE

RECOMMENDING OFFICER

Cook's Ferry Band Housing Policy

Amendment List

[illegible]



COOKS FERRY INDIAN BAND

Nlaka'pamux Nation
Box 130, Spences Bridge, B.C V0K 2L0
Phone: (250) 458-2224 Fax: (250) 458-2312

BAND COUNCIL RESOLUTION

Number 180813-3


The Council of the **COOKS FERRY INDIAN BAND**
District **BRITISH COLUMBIA REGION SOUTH**
Province **BRITISH COLUMBIA**
Place **SPENCES BRIDGE**
Date 13 08 2018
Day Month Year

At a duly convened meeting the following motion was passed by a quorum of Council:

RE: Amendment to the *Cook's Ferry Indian Band Housing Policy, 2017*
Motion to amend the *Cook's Ferry Indian Band Housing Policy, 2017* effective August 13, 2018 as follows:

1. To rescind the existing *Section 5.5 Rental Rates*; and
2. Replace with amended *Section 5.5 Rental Rates* as follows:
 - a. **CMHC Section 95 Mortgaged Homes built in 1997:**
 - i. 2 Bedroom Units: \$325 per month
 - ii. 3 Bedroom Units: \$425 per month
 - iii. 4 Bedroom Units: \$475 per month
 - b. **Band Owned Rental Units:**
 - i. 1-2 Bedroom Units: \$325 per month
 - ii. 3 Bedroom Units: \$425 per month
 - iii. 4 Bedroom Units: \$475 per month
 - c. **6967 Albert Drive:**
 - i. \$600 per month
 - d. **Antko IR#21 Duplex Units:**
 - i. 2 Bedroom Units: \$1,100 per month
 - ii. 3 Bedroom Units: \$1,600 per month
 - e. **Station Street Modular Unit**
 - i. \$700 per month

A quorum of this band
Consists of 3
Council Members


(COUNCILLOR)


(CHIEF)

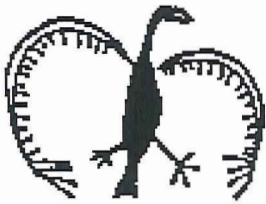

(COUNCILLOR)

Page 1 of 2


(COUNCILLOR)

INDIAN AND NORTHERN AFFAIRS CANADA FOR DEPARTMENT USE ONLY

Recommended		Approved	
DATE	RECOMMENDING OFFICER	DATE	RECOMMENDING OFFICER



BAND COUNCIL RESOLUTION

Number 180813-3

The Council of the **COOKS FERRY INDIAN BAND**
District **BRITISH COLUMBIA REGION SOUTH**
Province **BRITISH COLUMBIA**
Place **SPENCES BRIDGE**
Date 13 08 2018
Day Month Year


At a duly convened meeting the following motion was passed by a quorum of Council:

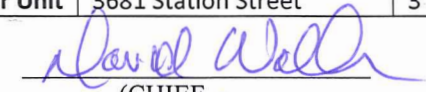
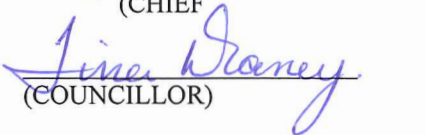
RE: Amendment to the *Cook's Ferry Indian Band Housing Policy, 2017*

For greater certainty, the following is the list of rental housing inventory and its applicable category as of August 13, 2018

	Unit address	# of Rooms
CMHC Section 95 Mortgaged Homes built in 1997	7906 Speym Rd.	2 Bedrooms
	7931 Speym Rd.	3 Bedrooms
	6972 Stage Drive	3 Bedrooms
	4695 Shawniken Rd.	2 Bedrooms
	4697 Shawniken Rd.	3 Bedrooms
	3675 Station Street	5 Bedrooms
Band Owned Rental Units	7934 Speym Rd.	3 Bedrooms
	6968 Stage Drive	2 Bedrooms
	6958 Stage Drive	3 Bedrooms
	6954 Stage Drive	3 Bedrooms
	6950 Stage Drive	2 Bedrooms
	6256 Friesens Rd.	3 Bedrooms
	446 Basque Ranch Rd.	1 Bedroom
Newly Renovated	6967 Albert Drive	3 Bedroom
Antko IR#21 Duplex Units	3141 Antko Rd. North	2 Bedrooms
	3143 Antko Rd. North	3 Bedrooms
	3147 Antko Rd. North	3 Bedrooms
	3149 Antko Rd. North	3 Bedrooms
	3157 Antko Rd. North	2 Bedrooms
	3159 Antko Rd. North	3 Bedrooms
Modular Unit	3681 Station Street	3 Bedrooms

A quorum of this band
Consists of 3
Council Members


(COUNCILLOR)


(CHIEF)

(COUNCILLOR)

Page 2 of 2


(COUNCILLOR)

INDIAN AND NORTHERN AFFAIRS CANADA FOR DEPARTMENT USE ONLY

Recommended

Approved

DATE

RECOMMENDING OFFICER

DATE

RECOMMENDING OFFICER

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PART I – GENERAL

Part I of the Housing Policy applies to all aspects of Housing.

1.0 INTRODUCTION

1.1 Purpose

Cook's Ferry Indian Band (CFIB) has developed this Policy for the betterment of their community. A structured housing policy provides the Band Manager, Housing Committee, Chief & Council and members with a framework to administer the housing program in a manner that is unbiased, fair, transparent and meets the needs of members.

1.2 Goals

This Policy seeks to achieve the following housing goals for Cook's Ferry Band members:

- i. build and provide access to safe, affordable and energy efficient housing that meets applicable building standards;
- ii. develop and administer a house maintenance program that ensures houses are built and maintained to a standard that meets or exceeds federal health and safety standards for health;
- iii. extend the useful life of the Band's existing Housing Stock; and
- iv. promote homeownership by providing eligible members with access to affordable and competitive opportunities to own their own home.

2.0 DEFINITIONS

"Active Applications" means an application that is completed when submitted and updated annually by the applicant.

"Band" means the CFIB.

"Band Administration" means the Band manager and any other staff employed by CFIB to assist in implementing the Housing Policy and overseeing the housing program.

"Band-Administered Home" means a home that falls under the CFIB band administration and includes Section 95 Homes, Band Rental Units, and Band Rent-to-Own Units.

"Band Council Resolution" means a written resolution or authorizing document of Chief and Council adopted at a duly convened meeting of the elected council for the Cook's Ferry Indian Band.

"Band Member" means a member of the CFIB in accordance with CFIB's membership list.

“Certificate of Homeownership” means the right of possession for the residential unit excluding the right of possession for the land, which will remain in the possession of the Cook’s Ferry Band.

“CMHC” means the Canada Mortgage and Housing Corporation.

“CFIB” means Cook’s Ferry Indian Band.

“Council” means the duly elected Chief and Council of the Cook’s Ferry Indian Band.

“Education Transfer” means a transfer for education reasons.

“Fiscal Year” means April 1st to March 31st each year.

“Housing Application” means an application to live in a Rental Unit containing the information in Appendix 2.

“Housing Stock” means all Band-Administered Homes.

“Immediate Family” means a spouse (married or common law), parent, child, brother or sister.

“INAC / AANDC” means the former Indian and Northern Affairs Canada, the former Aboriginal Affairs and Northern Development Canada, and now Indigenous & Northern Affairs Canada.

“INAC Home” means a Unit that was subsidized by INAC and does not mean a Section 10 Home or a Section 95 Home.

“Inactive Application” means an application that has not been updated by the applicant for two (2) consecutive years.

“Member” means a Cook’s Ferry Band member.

“Nation” means First Nation.

“Occupancy Charge” means funds collected from a Tenant(s) for a particular Rental Unit with no attached mortgage, that are segregated from all other Band funds and used to cover services, maintenance, upkeep and to fund an ongoing replacement reserve for that particular rental unit.

“Occupant” means an individual occupying a Band-Administered Home, and includes, but is not limited to, Tenants.

“Option to Own” means a clause included in the rent to own agreement between the CFIB and tenant where both parties agree that, at the end of the amortization period for the section 95 mortgage loan, the tenant may have an option to own the home provided that the tenant has met all conditions and obligations in the rent to own agreement.

“Permanent Transfer” means a transfer to one or more Band member on a permanent basis where the Tenant or Homeowner applying for the transfer does not intend to return to the Unit.

“Policy” means the Cook’s Ferry Indian Band Housing Policy 2017.

“Privately Owned Home” means a home that is owned by a Band member where the CFIB holds no responsibility to the home, which includes homes transferred to a Tenant at the end of a Rent-to-Own Agreement, and Capital Homes.

“Rental Unit” means a Band administered home that is subject to a Tenancy Agreement.

“Repayment Agreement” means an agreement entered into between a Tenant and CFIB for repaying rental arrears.

“Release of Interest” means the written confirmation of the release of CFIB’s interest in the rent to own home.

“Section 10 Home” means a Unit that is financed through the Section 10 Program Ministerial Guarantee program through INAC.

“Section 95 Home” means a Unit that has current debt attached from the Section 95 Program of the CMHC.

“Social Housing” means a Unit with Section 95 debt attached, or other Housing built under the premise of social need.

“Spouse” means a person who is married to another person or who has lived with another person in a marriage-like relationship for a period of at least one (1) year and includes persons of the same gender.

“Temporary Transfer” means a transfer of less than one (1) year in duration.

“Tenant” means an occupant or occupants who have entered into a Tenancy Agreement with CFIB in order to occupy a Band administered home.

“Unit” means a Band administered home.

“Waiting List” means all active applications on file.

3.0 AUTHORITY AND APPLICATION

This Policy is made under the authority of Chief and Council and applies to:

- all existing and future rent-to-own housing units, rental units and band owned homes located on CFIB reserves;
- all individuals who have made or will make an application for rent-to-own housing or rental housing within CFIB reserve lands; and
- all individuals currently occupying a band rental unit or rent to own house.

4.0 GOVERNANCE

4.1 Band Administration

The Band Manager oversees all matters related to the administration of Band administered homes.

Band Administration Roles and Responsibilities

The following functions will be delegated to the Band Manager:

- i. prepare agendas and take minutes for all Housing Committee meetings;
- ii. prepare and present annual budgets to Chief & Council;
- iii. ensure reports are prepared and presented to Chief & Council;
- iv. advise the Housing Committee and Chief & Council on the implications of any transaction or policy changes contemplated;
- v. manage and carry out the day-to-day operations required to implement and oversee the housing program(s) and other related duties;
- vi. complete inspections on all work done on Band administered homes, before, during and after work is done;
- vii. accept and score Housing Applications;
- viii. submit Housing Applications to Housing Committee for review;
- ix. keep the Housing Committee and the Council up-to-date on workshops, training, funding opportunities, and on any relevant correspondence;
- x. collect rents and issue receipts;
- xi. ensure monthly payments from Social Assistance recipients are being made;
- xii. update the Housing Committee and Chief & Council on arrears;
- xiii. adhere to all applicable codes and guidelines, including building codes;
- xiv. prepare all notices, including arrears, letters and repayment plans;
- xv. maintain and update tenant files, the housing list and renovation requests;
- xvi. provide construction and renovation updates to the Housing Committee and Chief & Council on an as-needed basis;
- xvii. deliver a Basic Home Maintenance Workshop for all new occupants before they get keys to a Unit;
- xviii. deliver fire safety sessions for all homes (new and existing);
- xix. promote and manage the housing programs; and
- xx. communicate decisions of the Housing Committee to the appropriate individuals.

4.2 Housing Committee

The Housing Committee represents CFIB in matters related to housing. The Committee acts in cooperation with the Band Administration but remains independent from the Band Administration in carrying out their roles and responsibilities. The Housing Committee is not responsible for day-to-day operations and program management. Those matters fall to the Band Administration.

4.2.1 Establishment and Selection of Housing Committee

The Housing Committee will consist of 5 (five) voting members. Council will appoint 4 (four) Band Members and 1 (one) member of Council. At least two (2) members must reside in the community. The one Council representative shall serve as the chairperson. Quorum shall be 3 (three) members of the Housing Committee.

All Committee members are bound by the Housing Policy.

In order to be eligible for appointment to the Housing Committee a person must:

- i. be at least eighteen (18) years of age;
- ii. be a registered member of the CFIB;
- iii. not have been convicted of an indictable criminal offence;
- iv. have a sincere desire to help serve the members of the community in a fair, transparent manner and to act in a non-judgmental fashion; and
- v. have a good knowledge of the housing needs of the community.

If appointed, a member of a Housing Committee must:

- i. understand and agree to enforce this Policy;
- ii. agree not to engage in nepotism or participate in decisions in which he or she is in a conflict of interest;
- iii. sign an Oath of Confidentiality (Appendix 1); and
- iv. if he or she is a tenant, must be in compliance with this Housing Policy.

A member who occupies a Rental Unit is not eligible for the Housing Committee if he or she is in rental arrears and/or does not have a record of paying rent on time.

Council shall remove a Housing Committee member for the following reasons:

- i. breaching confidentiality;
- ii. falling into rental arrears where arrears letters are issued on a regular basis;
- iii. failing to attend three (3) consecutive meetings without a valid reason (i.e. work related or medical);
- iv. if convicted of an indictable criminal offense; or
- v. at the recommendation of the Band Manager, for making decisions that are patently unfair or not consistent with the Housing Policy.

If a member of a Housing Committee is removed or steps down, Council will appoint the replacement as soon as practical.

For the initial appointment process, the term of the Committee will be staggered with two (2) members appointed for a term of one (1) year and three (3) members appoint for a term of two (2) years.

After this initial appointment process, the term of each Housing Committee member shall be two (2) years. A staggered approach will be developed whereby two (2) members will be appointed in one year and three (3) members in the following year. This will provide continuity of knowledge and ensure that business proceeds without interruption. Not more than one member from the same immediate family can be appointed to the Housing Committee at the same time.

The Housing Committee will meet quarterly, with emergency meetings scheduled as required. Any matters deemed to be urgent by the Band Manager, where approval of the Housing Committee is required, shall be dealt with by calling an emergency meeting.

Honorarium and travel rates will be determined by Chief and Council from time to time. In order to qualify for the honorarium as set by Chief & Council, a Housing Committee member must be present at the meeting and must remain present for the entire meeting.

Members of Housing Committee are entitled to a per diem, for meals and travel expenses, for attendance of approved workshops and off-site meetings. Failure to attend a function after receiving a per diem to attend will require the member to reimburse CFIB for the entire per diem.

4.2.2 Housing Committee Roles and Responsibilities

Housing Committee shall carry out the following functions:

- i. approve all housing allocations based on approved scoring criteria;
- ii. review and approve temporary transfer requests;
- iii. review and make recommendations for changes to this Policy on an annual or as needed basis;
- iv. approve renovation requests for major renovations and RRAP within an approved budget;
- v. make recommendations to the Council regarding renovations;
- vi. review notices, including eviction notices, as provided by the Band Manager;
- vii. review and make decisions on complaints; and
- viii. review and approve all evictions.

In carrying out their responsibilities, Housing Committee members must:

- i. implement the Housing Policy in a consistent and transparent manner;
- ii. ensure the effective and efficient operation of the CFIB Housing Program;
- iii. prepare for meetings by reading relevant reports and letters;
- iv. keep up to date with relevant CFIB Laws, policies and By-Laws; and
- v. review all Housing Applications on a timely, regular basis.

4.2.3 The Chairperson's responsibilities include, but are not limited to:

- i. calling Housing Committee meetings;
- ii. in his/her absence delegate the responsibilities of Chairperson to another Committee member;
- iii. ensuring that quorum is present before business is conducted;
- iv. developing the agenda;
- v. following up on old business;
- vi. reading the minutes of the last meeting;
- vii. amending the minutes where amendments are approved;
- viii. introducing new business;
- ix. setting a date for the next meeting;
- x. maintaining order;
- xi. acting as an impartial mediator in the workings of the Housing Committee;

- xii. ensuring that the business of the meeting proceeds smoothly and that the meeting stays on topic according to the agenda;
- xiii. calling for recommendations and ensuring that everybody has had an opportunity to debate and discuss recommendations;
- xiv. after substantive debate and discussion, calling for a vote on recommendations and ensuring that recommendations are seconded for all business decisions of the Housing Committee; and
- xv. communicating decisions of the Housing Committee with the Band Administration.

PART II – BAND ADMINISTERED HOMES

Band Administered Homes are homes that fall under the CFIB band administration and includes Section 95 Homes, Band Rental Units, and Band Rent-to-Own Units.

5.0 BAND RENTAL UNITS

Band Rental Units are Band Administered Homes where a tenant and the CFIB enter into a Tenancy Agreement.

5.1 Rental Housing Application Requirements

The following requirements must be met by applicants who wish to be considered for rental housing. If any of these requirements are not met, the Band Administration will not forward the application on to the Housing Committee for consideration. Given the size of the waiting list for housing, existing Tenants will not be eligible for a new allocation unless there is evidence of overcrowding in the Unit.

Housing Application Form

A Housing Application form (Appendix 2) must be completed in full and submitted to the Band Administration. To remain active and on file, Housing Applications must be updated annually. Applicants are responsible for updating the application on file with the Band Administration. The Band Manager shall provide updates to the Housing Committee and inform the applicant they are on the list. An application that has not been updated for at two (2) consecutive years will be considered inactive and removed from the housing waiting list.

Applicant Eligibility Requirement.

Priority will be given to Band Members followed by band staff then service providers.

Age Requirement

To be eligible to apply for a Rental Unit, a Band member must be at least eighteen (18) years of age, with the exception of a sixteen (16) or seventeen (17) year old Band Member who can demonstrate that he or she has withdrawn from parental control.

Income Requirement

Applicants must provide evidence of sufficient income to support rental payments (pay stubs, training allowance, or letter from social services). Applicants who are in arrears with CFIB will not be considered for housing until the arrears are paid in full. Social Assistance applicants must demonstrate that their shelter allowance will cover the monthly rent and utilities.

Family Composition

Existing tenant(s) may become eligible to apply for a new allocation on the basis of overcrowding. Overcrowding refers to a situation where children are living in circumstances that no longer meet the Canadian National Occupancy Standards. In these instances, applications must indicate family composition by providing a list of family members.

If at any time after allocations have been awarded, and situations have changed within the family make-up, the Housing Committee reserves the right to terminate the Tenancy Agreement with 30 day's notice. This will be determined on a case by case basis.

Rental History

If a Tenant was evicted from a Rental Unit in the community, he or she will not be eligible to apply for another Rental Unit until twelve (12) months from the date of the eviction has passed and any outstanding rent arrears are paid in full.

5.2 Selection Criteria for Rental Units

Applications that meet the eligibility requirements outlined above are assigned a score according to a selection criteria, point-rating guide.

The purpose of the selection criteria is to select applicants on the basis of relative merit and in accordance with the community housing goals and this Policy. A completed Housing Application must include sufficient information to ensure that the Band Administration can apply the point-rating guide and assign the application with a score. The point-rating guide assesses household size, present living conditions, references and financial circumstances.

In order to avoid any conflicts of interest and to keep the selection process fair, an anonymous scoring process will be used whereby the Band Administration will score the applicants and assign a random number to identify the name of the applicant. Only the scores and random identification number will be forwarded to the Housing Committee for review. The names of the applicants will not be revealed until applicants are selected.

Since the Band Administration is unlikely to receive sufficient funding in any one year to provide housing to all applicants, the point-rating system will be used to assess who will be prioritized for housing in any particular budget year.

5.3 Tenants in Receipt of Social Assistance

Tenants who are Social Assistance recipients refer to Section 8: "Shelter Allowance Eligibility" of this Policy for further details related to the Social Assistance program and Rental Housing.

5.4 Tenancy Agreement

The Tenancy Agreement has been developed to protect the Unit, the Tenant and CFIB. The Tenancy Agreement sets out the Tenant's obligations and the obligations of CFIB.

Prior to entering into a Tenancy Agreement, the Band Administration will complete an in-person meeting with a Tenant(s) to explain all aspects of the Tenancy Agreement, including rules imposed on the Tenant(s), charges payable by the Tenant(s) and consequences for breaching this Policy and/or the Tenancy Agreement.

Two copies of the Tenancy Agreement shall be signed by the Band Administration and the Tenant(s)

prior to occupying the Unit. One copy will be kept by the Band Administration, and another copy will be provided to the Tenant(s). The Tenancy Agreement will be renewed on an annual basis.

5.5 Rental Rates

a. CMHC Section 95 Mortgaged Homes built in 1997:.

- i. 2 Bedroom Units: \$325 per month
- ii. 3 Bedroom Units: \$425 per month
- iii. 4 Bedroom Units: \$475 per month

b. Band Owned Rental Units:

- i. 1-2 Bedroom Units: \$325 per month
- ii. 3 Bedroom Units: \$425 per month
- iii. 4 Bedroom Units: \$475 per month

c. 6967 Albert Drive:

- i. 3 Bedroom Unit: \$600 per month

d. Antko IR # 21 Duplex Units:

- i. 2 Bedroom Units: \$1,100 per month
- ii. 3 Bedroom Units: \$1,600 per month

e. Station Street Modular Unit:

- i. 3 Bedroom Unit: \$700 per month

For greater certainty, consult list of housing units on the following table:

	Unit address	# of Rooms
CMHC Section 95 Mortgaged Homes built in 1997	7906 Speym Rd.	2 Bedrooms
	7931 Speym Rd.	3 Bedrooms
	6972 Stage Drive	3 Bedrooms
	4695 Shawniken Rd.	2 Bedrooms
	4697 Shawniken Rd.	3 Bedrooms
	3675 Station Street	5 Bedrooms
Band Owned Rental Units	7934 Speym Rd.	3 Bedrooms
	6968 Stage Drive	2 Bedrooms
	6958 Stage Drive	3 Bedrooms
	6954 Stage Drive	3 Bedrooms
	6950 Stage Drive	2 Bedrooms
	6256 Friesens Rd.	3 Bedrooms
	446 Basque Ranch Rd.	1 Bedroom
Newly Renovated	6967 Albert Drive	3 Bedroom
Antko IR#21 Duplex Units	3141 Antko Rd. North	2 Bedrooms
	3143 Antko Rd. North	3 Bedrooms
	3147 Antko Rd. North	3 Bedrooms
	3149 Antko Rd. North	3 Bedrooms
	3157 Antko Rd. North	2 Bedrooms
	3159 Antko Rd. North	3 Bedrooms
Modular Unit	3681 Station Street	3 Bedrooms

5.6 Payment of Rent

All Tenants are required to pay rent to contribute toward the cost of housing. Rental payments will be used to protect the community's investment in its Housing Stock and to maximize housing resources.

Rent is due on the on the 1st day of each month. All Tenants occupying a Rental Unit have agreed to pay rent, as stated in their Tenancy Agreement.

Tenants who are CFIB employees will have their rent deducted from their income and forwarded to the Band Administration. Tenants in receipt of Social Assistance will have their rent paid for on their behalf by the Social Development Department. Social Assistance recipients must make arrangements with the Social Development Department to ensure that rent payments are made on their behalf.

The Band Administration will issue receipts to Tenants each month for rent paid.

5.7 Rent Arrears

Rent is due on the first day of each month. The following procedures apply immediately after one rent payment has been missed.

- i. A first notice (Appendix 5) will be sent to the Tenant(s) seven (7) days after rent is due. The Tenant shall immediately pay the rental arrears in full or meet with the Landlord to enter into an Arrears Recovery Agreement.
- ii. If after the 20 days of the due date no payment has been received, a second written notice (Appendix 6) will be delivered along with a scheduled time for a meeting between the Tenant and the Band Administration to discuss the situation and to make arrangements for the repayment of the rental arrears by entering into an Arrears Recovery Agreement.
- iii. If after 30 days of the due date no payment has been made, a written Final Notice (Appendix 7) will be delivered to the Tenant advising the Tenant(s) that they have 10 working days to make full payment of the arrears plus the current month's rent. Both the Tenant(s) and the Band Administration must agree to all repayment terms in The Repayment Agreement which will include the amount of each repayment instalment and the date the payment is due.
- iv. As a last resort, if at the end of the 10-day period, the Tenant(s) has not made a payment or the Tenant(s) has failed to enter into and/or comply with the terms of an Arrears Recovery Agreement, an eviction notice shall be delivered to the Tenant(s) and will have 48 hours to vacate the Rental Unit.

5.8 General Duties and Responsibilities of Occupants/Tenants

All individuals who live in a Band Administered Home have certain responsibilities which must be adhered to in order for them to continue occupying the Unit. In general, all individuals must comply with CFIB Laws, bylaws and policies, including the terms of this policy. In addition, all individuals who have signed an agreement with the CFIB, including a Tenancy Agreement, must comply with the terms

of that agreement. It is the responsibility of all members living in a Band Administered Home to become familiar with all of their responsibilities and obligations.

Occupants who have not signed a Tenancy Agreement must enter into and sign a Tenancy Agreement to indicate that they have read, understood and agree to be bound by the Policy. Occupants who refuse to enter into a tenancy agreement will face eviction.

The following is a non-exhaustive list of some of the key responsibilities of Tenants with respect to Band Administered Homes:

- i. attend the Basic Home Maintenance Workshop prior to moving into a Unit, if available;
- ii. keep units in good, clean and sanitary condition, including yards. Tenants shall be responsible for damage to the unit;
- iii. keep units and surrounding areas clean and free of garbage, junk cars and scrap. Tenants who do not meet this responsibility will be issued a "Violation Notice" (Appendix 10) to remove any garbage, junk cars and scrap, after which the Band Administration will remove the items at the Tenant's expense;
- iv. immediately report to the Band Administration any accident, break or defect in water, heating or electrical systems, or in any part of the unit which requires repair, regardless of who is responsible for repairs;
- v. perform general upkeep on homes and prevent damage from occurring;
- vi. respect the rights and privacy of neighbours;
- vii. contact and obtain permission from the Band Administration before commencing with any major repairs, renovations or improvements as set out according to the terms of this Policy and any agreement between the Tenant and the Band;
- viii. notify the Band Administration prior to building a fence or digging in a yard. This is to ensure that underground utility lines are not disturbed and property boundaries are respected;
- ix. ensure that all utilities and other services are in the Tenant's name (or other individual's name if another individual has agreed to be held responsible for the utilities of the Tenant), so as to ensure that utilities and other companies do not forward bill(s) to the Band;
- x. carry insurance to cover personal property in the unit. Should disaster strike, CFIB, including the CFIB Band Administration, will not be responsible for the loss of any personal property;
- xi. indemnify and save harmless CFIB from all liabilities, fines, suits and claims of any kind or which the Band Administration may be liable or suffer by reason of the Tenant's occupancy of the premises;
- xii. refrain from making any improvements or alterations to a unit, which may render void or voidable any policy of insurance held by CFIB generally and/or the CFIB Band Administration specifically; and
- xiii. immediately notify the Band Administration when planning to vacate or leave a unit for more than 10 days.

Tenants must not:

- i. switch or transfer units without following the procedure set out in this policy for Transfers;

- ii. assign or sub-let a unit;
- iii. sell, transfer or otherwise dispose of any appliances, or other equipment without the direct approval by the Band Administration, unless appliances are owned by the Tenant; and
- iv. use the unit or allow the unit to be used for any purpose other than a residential dwelling for the authorized Tenant(s) of the unit, unless other arrangements have been made through the Band Administration in writing.

In addition to the above responsibilities, which apply to all Tenants of all units, members who are Tenants of a Rental Unit must also:

- i. sign a new Tenancy Agreement before March 31st of each year. Only tenants **not** in arrears are permitted to sign a new Tenancy Agreement. If a tenant has not paid off arrears by March 31st, they shall be evicted;
- ii. ensure that visitors and occupants also comply with all terms of the Tenancy Agreement and this Policy; and
- iii. pay rent regularly and on time, as per the terms of the Tenancy Agreement and this Policy.

5.9 Maintenance

The Band Administration is responsible for carrying out major repairs to Band Administered Homes, and for replacing fixtures and appliances, as well as repairs arising from normal wear and tear. Major repairs and replacements are generally defined as including:

- i. roof repairs;
- ii. plumbing repairs;
- iii. hot water tank replacement;
- iv. electrical work;
- v. repairing Band-owned appliances (as long as they have not been damaged or overloaded);
- vi. replacing broken windows (as long as they have not been damaged by the Occupant(s));
- vii. repairing driveways; and
- viii. repairing floors, doors and cupboards as needed.

Tenants are responsible for reporting all required repairs to the Band Administration in writing. The Band Administration will keep a record of all repair requests and issue work orders for approved repairs. A record of all major repairs carried out for a unit including the reason for the repairs, a list of repaired items and the costs of the repairs will be kept with the Band Administration.

Tenants will be charged for the costs of the repairs when repairs are carried out to fix willful damage or damage caused by negligence of the Tenant or a person authorized by the Tenant to be in the Rental Unit. Tenants will be required to make arrangements for payment within 30 days of the repair or must enter into a repayment plan.

When the Band Administration performs maintenance duties, it is the responsibility of the Tenants(s) to ensure that the area where maintenance is being done is freely accessible (no obstructions). If the occupant fails to make the area accessible, maintenance will be deferred, unless deferral would cause a health and safety hazard.

5.10 Renovation of Rental Units

Tenants must have permission from the Band Administration to make any alterations, additions or improvements to a Rental Unit. A qualified inspector shall review any such plans, alterations, additions, or improvements to ensure it meets applicable codes. In situations where permission has not been received, it will be the responsibility of the Tenants(s) to return the Rental Unit to its original condition at no cost to the Band Administration. Tenants will not be reimbursed for any improvements they have completed at their own expense.

Rental Units may from time to time qualify for external renovation programs such as RRAP or HASI. See Part V – “Renovation Programs” of this Policy for more information on these programs.

5.11 Insurance

CFIB will provide basic insurance coverage for all Band Administered Homes through CFIB’s insurance policy. Such insurance will include replacement cost (fire) and contents insurance in the amounts specified in the insurance policy, subject to any exclusions or limitations listed therein, as amended from time to time.

CFIB will pay all insurance premiums and deductibles for the insurance coverage for CFIB housing stock that is rental however, the Tenant will be responsible to pay the deductible for claims arising as a result of willful damage to the Rental Unit caused by the Tenant, an Authorized Occupant and/or guest. In the event of a claim, CFIB will retain actual cost to replace an appliance and other insured contents, with any balance, if any, paid to the Tenant.

Any Tenant who wishes to increase the amount of general coverage, or to insure any special items requiring an additional insurance rider, must purchase a separate, individual insurance policy for that coverage and will be solely responsible for the cost of the separate insurance premiums.

5.12 Fires

After a fire has been reported, the Band Administration shall ensure that there is a full investigation and that the following information is documented and retained:

- i. occupants of the unit;
- ii. location of the unit;
- iii. how the fire was started;
- iv. report of injuries or fatalities; and
- v. extent of damage to the house.

The Band Administration shall also:

- i. report to authorities, as required; and
- ii. file an official Fire Report.

Accidental fires affecting Band Administered Homes insured under the CFIB's insurance policy, are covered and the deductible will be paid by CFIB.

If, in the opinion of the Fire Inspector, the fire was caused by willful negligence by the Tenant, Occupant or invitees then the house will be re-built for new Applicants. The Tenants will be evicted and go to the bottom of the Housing list or wait for five (5) years before they can re-apply for Band housing.

5.13 Inspections

5.13.1 Regular Inspections

Rental housing units shall be inspected at least once annually. The inspection will be carried out to record the condition of the unit. These inspections will identify the need for any preventative maintenance as well as to determine any misuse or negligence on the part of the Tenant. Refer to Appendix 3 for a copy of the Home Inspection Form.

Units are also subject to inspection by Band Administration in the event that the Band Administration has reasonable grounds for believing that the Tenant(s)/Occupant(s) are in breach of a term of an Agreement with CFIB, including a Tenancy Agreement, or this Policy. In such cases, the Band Administration will provide reasonable notice (24 Hours) that the inspection will take place. The Band Administration representative(s) and the Tenant are required to be present for the inspection. If the Tenant is not available, Band Administration representative(s) shall conduct inspection and shall provide photographs and sign the report. A copy of the report will be provided to the Tenant.

5.13.2 Move-In Inspection

- i. A move-in inspection will be completed on the day the Tenant is entitled to take possession of the unit or on another mutually agreed upon day – prior to moving in.
- ii. The move-in inspection will be completed jointly by the Tenant and a representative of the Band Administration. The Tenant(s) MUST be present during the inspection.
- iii. The Band Administration representatives will complete a unit condition report that confirms the condition of the property. The report must be reviewed and signed off by both the Band Administration representative and the Tenant(s). Photos to be included. A copy of the report will be provided to the Tenant.

5.13.3 Move-Out Inspection

- i. A move-out inspection will be completed by the Band Administration representative and Tenant on the day the Tenant ceases to occupy the rental unit or on another mutually agreed day – as soon after move-out as possible.
- ii. The Band Administration representative must complete a unit condition inspection report. Both the Band Administration and Tenant or witness must sign the unit condition inspection report and the Band Administration must give the Tenant a copy of the report.
- iii. The Band Administration representative shall make the inspection and complete and sign the condition inspection report without the Tenant if the Band Administration has provided notice as required above and the Tenant does not participate, or the Tenant has abandoned the rental unit or has been evicted. The Band Administration must be accompanied by a

witness, who will be a member of the Housing Committee or other Band staff member when a member of the Housing Committee is unavailable.

- iv. Any repairs required to the unit resulting from damage by the Tenant(s) or their guests shall be confirmed in writing to the Tenant(s) and cost recovery will be pursued by the Band Administration. **Tenants will not be billed for regular wear and tear.** Photos to be included. A copy of the report will be provided to the Tenant.

5.14 Transferring

Under certain circumstances, a Tenant may be able to apply to transfer a unit to another Band Member. Transfers related to Rental Units are only permitted in accordance with this section. The Tenant wishing to transfer a unit to another Band Member remains responsible for the unit until such a time as another Band Member enters into a Tenancy Agreement with the Band Administration with respect to the unit.

5.14.1 Application & Procedure

A Tenant who wants to transfer a Rental Unit to another Band Member must apply to the Band Administration. Rental Units shall not be transferred to another Band Member without the prior written approval of the Housing Committee.

To apply for a transfer, eligible Tenants must submit their request in writing to the Band Administration. The transfer request letter shall indicate the reasons for the transfer and type of transfer being requested: i.e. Temporary Transfer, Long-Term Transfer or Permanent Transfer as provided for in this policy.

Upon receiving a transfer application, the Band Administration shall review the application for completeness and submit the transfer applications of eligible Tenants to the Housing Committee. The Housing Committee shall review transfer applications on a case-by-case basis for approval or rejection. Decisions of the Housing Committee are communicated to an applicant through the Band Administration.

5.14.2 Criteria

In considering applications for transfers, the Housing Committee may approve a transfer for the following reasons:

- 1) health-related reasons (e.g. the Tenant requires long-term hospitalization);
- 2) educational reasons (e.g. the Tenant has decided to return to school); or
- 3) employment reasons.

Applications to transfer a Rental Unit must be accompanied by supporting documentation.

For health related transfers, Tenants shall provide a letter from their physician stating the need for extended out-of-town treatment and the approximate time-frame.

For educational transfers, supporting documentation shall include a letter of acceptance from the educational institution the Tenant will attend. In addition, proof of enrolment must be submitted prior to approval.

For employment transfers, supporting documentation shall include a letter of confirmation from the Tenant's employer, which is to include the location of work and expected term of the job.

When considering applications for transfers of Rental Units, the Housing Committee must comply with sections 5.15 and 5.16 of this Policy.

5.14.3 Types of Transfers

Temporary Transfer

Temporary transfers are less than one (1) year in duration.

Long-term Transfer

Long-term transfers are between one (1) and five (5) years. Long-term transfers shall remain in force for a minimum of one (1) year, after which the original Tenant(s) can move back into the unit. Long-term transfers must be renewed every year, up to a maximum of five (5) consecutive years. The arrangement is subject to cancellation upon the mutual agreement of both parties.

For work, a one-time transfer will be allowed for a maximum of five (5) years.

Permanent Transfers

Permanent transfers are not permitted for Band Administrated Rental Homes. Permanent transfers are transfers on a permanent basis where the Tenant(s) applying for approval of a transfer do not intend to return to the unit.

5.14.4 Tenancy Agreement in Force During Transfer

Upon receiving approval for a transfer, the Tenant(s) who will take over the unit (the "transferee") shall enter into a Tenancy Agreement with CFIB, which shall apply while the transferee(s) occupies the unit. Upon returning to the unit, if applicable, the original Tenant(s) (the "transferor") shall enter into a new Tenancy Agreement.

Preference for the Transferee will be CFIB members and agency employees.

In situations where a Tenant has made arrangements for another Band member or individual to reside in a unit without approval, he/she will remain responsible for rent, any damage to the unit and may be subject to eviction for breaching the terms of this Policy and/or the Tenancy Agreement.

5.15 Death of Tenant

A Tenant of a Rental Unit does not own the house and cannot bequeath it to anyone upon his/her death.

In the event of a Rental Unit Tenant's death, the Tenant's estate shall be responsible for any unpaid Rent or Arrears, including rent for the month in which the Tenant died. However, if the deceased Tenant's estate is insufficient to cover the full amount of the outstanding debt, there shall be no residual obligation.

In the event of a Rental Unit Tenant's death, the Housing Committee may assign the Tenancy Agreement to the deceased's next of kin, provided the next of kin is a Band Member; is eligible to enter into a Tenancy Agreement; and is willing to enter into a Tenancy Agreement for the Rental Unit. The next of kin must enter into a Tenancy Agreement prior to occupying the unit.

The following next of kin take priority in the order listed of the deceased Tenant:

- (a) surviving spouse;
- (b) children of the deceased Tenant who are over eighteen (18) years of age and have dependents;
- (c) children of the deceased Tenant who are over eighteen (18) years of age and have no dependents;
- (d) parents of the deceased Tenant; and
- (e) siblings of the deceased Tenant.

If the next of kin who takes priority is a spouse who is not a Member, but where his or her minor child (or children) is a Band Member, the non-member spouse may continue to occupy the Rental Unit with the Band Member child (or children).

If the next of kin who takes priority is a spouse who is not a Member, and there are no minor children (or children are not Band Members), the non-member spouse will be allowed to continue to occupy the rental unit for up to six months, after which they will be required to vacate the unit.

If the deceased Tenant has no eligible next of kin, as set out in the priority list above, the Band Administration will wait ten (10) days before consulting with family members regarding any personal belongings left in the Rental Unit by the deceased Tenant. After the ten (10) day period, the family, or executor or administrator will be required to make the necessary arrangements to have access to the Rental Unit to remove all personal belongings within another ten (10) days.

If no next of kin require the Rental Unit, the Rental Unit shall be re-allocated in accordance with this Policy and the Waiting List.

5.16 Marital Breakdown

If there is a marital breakdown in the context of a Tenancy Agreement with a Rental Unit, the determination of which party will retain possession of the Rental Unit will be made in accordance with this Policy.

5.16.1 General

Occupants with a Tenancy Agreement who are Spouses, as defined in this Policy, and who are both Band Members, are considered to be Joint Tenants with equal rights to use and occupy the Rental Unit. If one Spouse is a Non-member, only the Band Member Spouse is the Tenant.

Spouses must notify CFIB, in writing, that they have formerly separated and that they no longer wish to live together. Upon receiving this notification, CFIB will implement the clauses in part 5.16 of this Policy.

In all cases, CFIB will defer to any agreement Joint Tenants may make as to which of them will retain possession of the Rental Unit, so long as such agreement is consistent with this Policy. The Joint Tenants must submit their written agreement to the Housing Committee, through the Band Administration for review. If the agreement is consistent with this Policy, the Housing Committee will decide which Joint Tenant will retain possession of the Rental Unit.

If there are children of the relationship who are Band Members, and custody is in dispute, the Band Administration will register the Rental Unit in the names of the Band Member children until such time as a custody agreement is made, or the dispute is formally resolved.

5.16.2 Marital Breakdown: Joint Tenants with No Children

If Joint Tenants separate and are unable to agree within 30 days of the separation as to which Joint Tenant will retain possession of the Rental Unit, each individual Joint Tenant will submit a new Housing Application (Appendix 2) to the Band Administration.

The Band Manager will review and score the applications in accordance with section 5.2 of this Policy and forward the applications to the Housing Committee. The Housing Committee will review the scores and assign the Unit to the Joint Tenant with the highest score provided that Joint Tenant meets the eligibility criteria for tenancy and, where applicable, can demonstrate that he/she is able to meet the rental obligations on his/her own.

5.16.3 Marital Breakdown: Joint Tenants with Children

If the Joint Tenants have children, the Joint Tenant who has primary care of the children will retain possession of the Rental Unit.

If custody of the children is equally split between the Joint Tenants, the Housing Committee will meet with both parents and attempt to negotiate a resolution agreeable to the parties. If the parties cannot agree, each individual Joint Tenant will submit a new Housing Application (Appendix 2) to the Band Administration. The Band Manager will review and score the applications in accordance with section 5.2 of this Policy and forward the applications to the Housing Committee. The Housing Committee will review the scores and assign the Unit to the Joint Tenant with the highest score provided that Joint

Tenant meets the eligibility criteria for tenancy and, where applicable, can demonstrate that he/she is able to meet the rental obligations on his/her own.

5.16.4 Marital Breakdown: Non-member Spouse with Children

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

If the Tenant has primary care of the children, regardless of whether the children are Band Members, the Tenant will retain possession of the Rental Unit.

If the Non-member Spouse has primary care of the children, but the children are not Band Members, the Tenant will retain possession of the Rental Unit.

If the Non-member Spouse has primary care of the children, and the children are Band Members, the Non-member Spouse will retain possession of the Rental Unit on behalf of the children until they reach the age of 18, or until the Non-member Spouse no longer has primary care of the children. The Non-member Spouse will enter into a Tenancy Agreement with CFIB as legal guardian on behalf of the children.

5.17 Eviction

Any Occupant who chooses not to enter into or renew a Tenancy Agreement with CFIB will be evicted. The CFIB reserves the right to evict Tenants/Occupant(s) from Units in certain circumstances. Recommendations to evict a Tenant will be forwarded by the Band Administration to the Housing Committee for final decision.

Any person(s) occupying a Unit without the permission of the Band Administration may be evicted immediately and without notice. In addition, the Band reserves the right to evict any non-Band member who is the Occupant of a Unit if, in the opinion of the Housing Committee and Council, an eviction is in the best interest of the Band.

Tenants/Occupant(s) may face eviction for:

- (a) breaching a term of this Policy and/or a Tenancy Agreement;
- (b) repeatedly causing a nuisance or public disturbance;
- (c) failing to pay rent (rental arrears); and/or
- (d) abandoning a Unit.

5.17.1 Breach of the Policy and/or a Tenancy Agreement

Tenants in a Unit may face eviction for breaching a term of this Policy and/or a term of a Tenancy Agreement. In most situations involving such breaches, Tenants will receive notice and be provided with the opportunity to correct the breach. Prior to evicting Tenants, the Band Administration may

provide the Tenants with the opportunity to attend counselling to explain and reinforce the consequences of failure to resolve the breach of the Policy and/or a Tenancy Agreement to the Tenants. If attempts to resolve the breach fail and Tenants receive three (3) notices for failing to comply with the Policy and/or the Tenancy Agreement within one (1) year, the Band Administration will issue a notice of eviction for approval of the Housing Committee. The Housing Committee will review the recommendation for eviction and evict the Tenants of the Unit ("eviction action").

With some specific exceptions listed below, eviction action is considered to be a last resort where the Tenants/Occupant(s) have failed to resolve the breach of the Policy and/or a Tenancy Agreement.

Tenants/Occupants in a Unit may be evicted immediately and without notice and counselling for the following reasons:

1. making false declarations on a Housing Application that results in a housing allocation;
2. convicted of trafficking narcotics or carrying out other illegal business activities in or from a Band Unit;
3. extraordinary willful damage; and
4. neglect.

5.17.2 Repeatedly Causing a Nuisance or Public Disturbance

If in the opinion of the Housing Committee Tenants/Occupants of a Rental Unit are causing a nuisance or an on-going disturbance, the following steps will be taken:

1. first written warning;
2. second written warning; then
3. eviction.

Occupants will return to good standing in terms of the Housing Policy provided they do not receive additional warnings for at least one (1) year.

5.17.3 Rental Arrears

A Tenant may be subject to eviction for falling into rental arrears. Where the reason for eviction is rental arrears, the Tenant will also be advised that in order to qualify for housing in the future, the rental arrears must be paid in full. The policy and procedure with respect to rental arrears is outlined in section 5.7 of this policy.

5.17.4 Abandoned Unit

The Rental Unit is deemed to be abandoned if the Tenant no longer resides in the Rental Unit or has been absent from the Rental Unit for 30 or more consecutive days without the Landlord's prior written consent and the Rent; and/or if utility payments are unpaid for 30 days or more and the Tenant has not communicated with the Landlord regarding the rental arrears. If a Unit is thought to be abandoned, the Band Administration will provide the Tenant with a written notice asking them to confirm their residency, and the Tenant will have 15 days to respond to the notice. In such cases where no response has been received, the house will be re-allocated by the Housing Committee based on the selection criteria and

housing waiting list. Any arrears and damages shall be the responsibility of the Tenant. All Tenants are required to notify Housing in writing, 30 days prior to moving. If a Tenant moves out of a Unit without informing the Band Administration, the Unit will be deemed abandoned and re-allocated by the Housing Committee.

5.18 Vacating the Unit

If the Tenant(s)/Occupant(s) does not vacate the Unit when required to do so under the terms of this Policy or a Tenancy Agreement, the Band Administration may obtain the services of the RCMP to assist in removing the Tenant(s)/Occupant(s).

Should Tenant(s)/Occupant(s) leave belongings after the Unit has been secured, they will be required to contact the Band Administration in order to enter the Unit to remove them. Tenant(s)/Occupant(s) will have seven (7) days after the Unit has been secured to remove all belongings, after which the Band Administration will discard them.

6.0 RENT-TO-OWN HOMES

Background and Purpose of Rent-to-Own Home Policy

The rent to own housing program provides accommodation in single detached homes for Cook's Ferry Band members who have signed a rent-to-own agreement for the home with the Cook's Ferry Band. The rent-to-own option is intended to assist eligible CFIB members who are not in a position to purchase or build their own home but can reasonably be expected to assume full responsibility for cost and upkeep of the home by the end of the agreement period.

CFIB constructs these homes in partnership with the Canada Mortgage & Housing Corporation's (CMHC) section 95 housing program, where the mortgage for the home is secured. Aboriginal Affairs and Northern Development Canada (AANDC) provides a ministerial loan guarantee for loan security. The Band enters into an operating agreement with CMHC, and CMHC provides the Band with a monthly subsidy to assist with mortgage repayment and on-going operating costs until the mortgage is paid in full. The Band is responsible to make monthly payments to repay the loan. In the future, CFIB may build rent-to-own homes from alternative financing sources.

The Band member occupies the home as a Tenant and pays the rent to help cover the ongoing unit operating costs. In addition to subsidized rent, members will be provided with maintenance and replacement cost insurance coverage at no additional cost for the duration of the rent-to-own agreement. This subsidized rent does not reflect the actual cost of the rent-to-own unit.

At the end of the rent-to-own agreement period, if the tenant has met the terms and conditions of the agreement, the CFIB Council will issue a Certificate of Home Ownership to the tenant and transfer ownership for the home to the tenant. The form of ownership transferred will be a traditional ownership recognized by CFIB and evidenced by a Band Council Resolution (BCR).

This policy applies to all CFIB rent-to-own homes located within the CFIB reserve lands. Chief and Council have approved this policy to guide the delivery and administration of the rent-to-own housing program.

6.1 Rent-to-Own Agreement (Appendix 13)

The Tenant(s) is responsible for complying with all terms of the Rent-to-Own Agreement and this Policy. The Rent-to-Own Agreement has been developed to protect the rent-to-own unit, the Tenant and CFIB. The Rent-to-Own Agreement sets out the obligations and rights of the Tenant and of CFIB as the landlord.

In the Rent-to-Own Agreement, provided that a Tenant has made all the rent payments the mortgage is paid out and the Tenant has complied with all obligations under the Rent-to-Own Agreement, the Tenant will have the option to purchase the home for a nominal fee in accordance with the procedures in this Policy and the Rent-to-Own Agreement. A breach of the Rent-to-Own Agreement, such as non-payment of the rent, may result in termination of the agreement, eliminating the option to purchase.

Prior to entering into a Rent-to-Own Agreement, the Band Administration will complete an in-person meeting with the Tenant to explain all aspects of the Rent-to-Own Agreement, including rules

imposed on Tenants, charges payable by Tenants and consequences for breaching the Rent-to-Own Agreement and/or this Policy.

The Tenant and the Band Administration will sign the Rent-to-Own Agreement prior to the Tenant occupying the rent-to-own Home. The original copy of the Rent-to-Own Agreement will be kept by the Housing Department, and a copy will be provided to the Tenant.

The Rent-to-Own Agreement will be renewed each year in accordance with its terms to reflect any policy updates, Tenants, contact information or rent changes.

6.2 Rent-to-Own Housing Application Requirements

The following requirements must be met by applicants who wish to be considered for rent-to-own housing. If any of these requirements are not met, the Band Administration will not forward the application to the Housing Committee for consideration. Given the size of the waiting list for housing, existing Tenants will not be eligible for a new allocation unless there is evidence of overcrowding in the Unit.

Housing Application Form (Appendix 2)

A first step is for members to complete a Housing Application form and to submit the completed form to Band Administration. To remain active and on file, Housing Applications must be updated annually. Applicants are responsible for updating the application on file with Band Administration. The Band Manager will provide updates to the Housing Committee and inform the applicant when they are on the list. An application that has not been updated for at least two (2) consecutive years will be considered inactive and the applicant will be removed from the housing waiting list.

Applicant Eligibility Requirement.

Rent-to-own housing is only available to qualified Band members. The Housing Committee will consider the following requirements when assessing an application for a rent-to-own home.

Age Requirement

To apply for a rent-to-own unit, a Band Member must be at least eighteen (18) years of age, with the exception of a sixteen (16) or seventeen (17) year old Band Member who can demonstrate that he or she has withdrawn from parental control.

Income Requirement

Applicants must provide evidence of sufficient income to support rental payments (pay stubs, training allowance, or evidence of other steady income). Applicants who are in arrears with CFIB will not be considered for housing until the arrears are paid in full. Social Assistance applicants are not eligible for rent-to-own housing.

Family Composition

Existing Tenant(s) may become eligible to apply for a new allocation on the basis of overcrowding. Overcrowding refers to a situation where children are living in circumstances that no longer meet the Canadian National Occupancy Standards. In these instances, applications must indicate family composition by providing a list of family members.

If at any time after allocations have been awarded, and situations have changed within the family make-up, the Housing Committee reserves the right to terminate the Rent-to-Own Agreement with 30 days' notice. This will be determined on a case by case basis.

Rental History

If a Tenant was evicted from a Rental Unit in the community, he or she will not be eligible to apply for a rent-to-own home for a period of two (2) years from the date of the eviction.

6.3 Selection Criteria for Rent-to-Own Units

Applications that meet the basic eligibility requirements outlined above are assigned a score according to a selection criteria point-rating guide and relative merit.

A completed application must include sufficient information to ensure that the Band Administration can apply the point-rating guide and assign the application a score. The point-rating guide assesses household size, present living conditions, references and financial circumstances.

In order to avoid conflicts of interest and to keep the selection process fair, an anonymous scoring process will be used, whereby the Band Administration will score the application and assign a random number to identify the name of the applicant. Only the scores and random identification number will be forwarded to the Housing Committee for review. The names of the applicants will not be revealed until applicants are selected.

CFIB does not have sufficient funding in any one year to provide housing to all applicants. Therefore, the point-rating system will be used to assess housing priorities in any particular budget year.

6.4 Rental Rates

CFIB Chief and Council sets the rent for rent-to-own units based on the following rental scales from the CMHC operating agreement.

2 Bedroom Units - \$325 per month

3 Bedroom Unit - \$425 per month

5 Bedroom Units - \$475 per month

Rents will be reviewed annually with a minimum of 90 days' written notice to Tenants of any increase.

6.5 Payment of Rent

Pursuant to the Rent-to-Own Agreement and this Policy, all Tenants are required to pay rent in the amount agreed upon and on time. Rental payments will be used to protect the community's investment in its Housing Stock and to maximize housing resources.

Tenants who are CFIB employees will have their rent deducted from their income and forwarded to the Band Administration.

6.6 Rent Arrears

The procedures set out in section 5.7 of this Policy apply when a rent payment is missed. The non-payment of rent is a breach of the Rent-to-Own Agreement and may result in termination of the agreement and the option to purchase. Should a Tenant have concerns with their ability to pay rent on time and in the amount required, it is highly recommended that the Tenant's be proactive and schedule a meeting with the Band Manager to discuss their options before a potential breach of the agreement occurs.

6.7 General Duties and Responsibilities of Occupants/Tenants

All individuals who live in a Rent-to-Own Unit have certain responsibilities which must be adhered to in order for them to continue occupying the Unit. In general, all individuals must comply with CFIB Laws, Bylaws and Policies, including the terms of this Policy. In addition, all individuals who have signed an agreement with CFIB, including a Rent-to-Own Agreement, must comply with the terms of that agreement. It is the responsibility of all members living in a Rent-to-Own Unit to become familiar with all of their responsibilities and obligations.

Occupants of Rent-to-Own Units who have not signed a Rent-to-Own Agreement must enter into and sign a Rent-to-Own Agreement to indicate that they have read, understand and agree to be bound by the Policy. Occupants who refuse to enter into a Rent-to-Own Agreement will face eviction.

The following is a non-exhaustive list of some of key responsibilities of Tenants with respect to Rent-to-Own Units:

- i. attend the Basic Home Maintenance Workshop prior to moving into a Unit, if available;
- ii. keep Units in good, clean and sanitary condition, including yards. Tenants will be responsible for damage to their Unit;
- iii. keep Units and surrounding areas clean and free of garbage, junk cars and scraps. Tenants who do not meet this responsibility will be issued a "Violation Notice" (Appendix 10) to remove any garbage, junk cars and scraps, after which the Band Administration will remove the items at the Tenant's expense;
- iv. immediately report to the Band Administration any accident, break or defect in water, heating or electrical systems, or in any part of the Unit which requires repair, regardless of who is responsible for repairs;
- v. perform general upkeep on homes and prevent damage from occurring;
- vi. respect the rights and privacy of neighbours;
- vii. contact and obtain permission from the Band Administration before commencing with any major repairs, renovations or improvements as set out according to the terms of this Policy and any agreement between the Tenant and the Band;
- viii. notify the Band Administration prior to building a fence or digging in a yard. This is to ensure that underground utility lines are not disturbed;

- ix. ensure that all utilities and other services are in the Tenant's name (or other individual's name if another individual has agreed to be held responsible for the utilities of the Tenant), so as to ensure that utility and other companies do not forward bill(s) to the Band;
- x. carry insurance to cover personal property in the Unit. Should disaster strike, CFIB, including the CFIB Band Administration, will not be responsible for the loss of any personal property;
- xi. indemnify and save harmless CFIB from all liabilities, fines, suits and claims of any kind or which the Band Administration may be liable or suffer by reason of the Tenant's occupancy of the premises;
- xii. refrain from making any improvements or alterations to a Unit, which may render void or voidable any policy of insurance held by CFIB generally and/or the CFIB Band Administration specifically; and
- xiii. immediately notify the Band Administration when planning to vacate or leave a Unit for more than 10 days.

Tenants must not:

- i. switch or transfer Units without following the procedure set out in Section 6.12 of this Policy for Transfers;
- ii. assign or sub-let a Unit;
- iii. sell, transfer or otherwise dispose of any appliances, or other equipment without the direct approval by the Band Administration, unless appliances are owned by the Tenant; and
- iv. use the Unit or allow the Unit to be used for any purpose other than a residential dwelling for the authorized Tenant(s) of the Unit unless other arrangements have been made through the Band Administration in writing.

In addition to the above responsibilities, which apply to all Tenants of all Units, members who are Tenants of a Rent-to-Own Unit must also:

- i. sign an updated Rent-to-Own Agreement before March 31st of each year. Only Tenants **not** in arrears are permitted to sign a new Rent-to-Own Agreement. If a Tenant has not paid off arrears by March 31st, they shall be evicted;
- ii. ensure that visitors and occupants also comply with all terms of the Rent-to-Own Agreement and this Policy; and
- iii. pay rent regularly and on time, as per the terms of the Rent-to-Own Agreement and this Policy.

6.8 Maintenance

The Band Administration is responsible for carrying out major repairs to Rent-to-Own Units until the terms of the Rent-to-Own Agreement have been met. These responsibilities include replacing fixtures and appliances, as well as repairs arising from normal wear and tear. Major repairs and replacements are generally defined as including:

- i. roof repairs,

- ii. plumbing repairs,
- iii. hot water tank replacement,
- iv. electrical work,
- v. repairing Band-owned appliances (as long as they have not been damaged or overloaded),
- vi. replacing broken windows (as long as they have not been damaged by the Occupant(s)),
- vii. repairing driveways, and
- viii. repairing floors, doors and cupboards as needed.

Tenants are responsible for reporting all required repairs to the Band Administration in writing. The Band Administration will keep a record of all repair requests and issue work orders for approved repairs. A record of all major repairs carried out for a Unit including the reason for the repairs, a list of repaired items and the costs of the repairs will be kept with the Band Administration.

Tenants will be charged for the costs of the repairs when repairs are carried out to fix willful damage or damage caused by negligence. Tenants will be required to make arrangements for payment within 30 days of the repair or enter into a repayment plan.

When the Band Administration performs maintenance duties, it is the responsibility of the Tenants(s) to ensure that the area where maintenance is being done is freely accessible (no obstructions). If the occupant fails to make the area accessible, maintenance will be deferred, unless deferral would cause a health and safety hazard.

Once the terms of the Rent-to-Own Agreement have been satisfied by the Tenant and the Unit has been transferred to the Tenant as described in Section 6.13 of this Policy, the Band Administration will no longer be responsible for any major or minor repairs to the Unit. All repairs, major and minor, will become the sole responsibility of the Homeowner.

6.9 Insurance

CFIB will provide basic insurance coverage for all Band Administered Homes through CFIB's insurance policy. Such insurance will include replacement cost (fire) and contents insurance in the amounts specified in the insurance policy, subject to any exclusions or limitations listed therein, as amended from time to time. In the event of a claim, CFIB will retain the actual cost to replace the appliance or other insured contents with balance, if any, paid to Tenant.

CFIB will pay all insurance premiums and deductibles for the insurance coverage for CFIB housing stock that is rental.

Any Tenant who wishes to increase the amount of general coverage, or to insure any special items requiring an additional insurance rider, must purchase a separate, individual insurance policy for that coverage and will be solely responsible for the cost of the separate insurance premiums.

6.10 Fires

After a fire has been reported, the Band Administration shall ensure that there is a full investigation and that the following information is documented and retained:

- i. occupants of the Unit;
- ii. location of the Unit;
- iii. how the fire was started;
- iv. report of injuries or fatalities; and
- v. extent of damage to the house.

The Band Administration shall also:

- i. report to authorities, as required; and
- ii. file an official Fire Report.

Accidental fires affecting Rent-to-Own Units insured under the CFIB's insurance policy, are covered and the deductible will be paid by CFIB.

If, in the opinion of the Fire Inspector, the fire was caused by willful negligence by the Tenant, Occupant or invitees then the house will be re-built for new Applicants. The Tenants will be evicted and go to the bottom of the Housing list or wait for five (5) years before they can re-apply for Band housing.

6.11 Inspections

6.11.1 Regular Inspections

Rental housing units shall be inspected at least once annually. The inspection will be carried out to record the condition of the unit. These inspections will identify the need for any preventative maintenance as well as to determine any misuse or negligence on the part of the Tenant. Refer to Appendix 3 for a copy of the Home Inspection form.

Units are also subject to inspection by the Band Administration in the event that the Band Administration has reasonable grounds for believing that the Tenant(s)/Occupant(s) are in breach of a term of an Agreement with CFIB, including a Tenancy Agreement, or this Policy. In such cases, the Band Administration will provide reasonable notice (24 Hours) that the inspection will take place. The Band Administration representative(s) and the Tenant are required to be present for the inspection. If the Tenant is not available, Band Administration representatives shall conduct inspection, provide photographs and sign the report. A copy of the report will be provided to the Tenant.

6.11.2 Move-In Inspection

- i. A move-in inspection will be completed on the day the Tenant is entitled to take possession of the unit or on another mutually agreed upon day – prior to moving in.
- ii. The move-in inspection will be completed jointly by the Tenant and a representative of the Band Administration. The Tenant(s) **MUST** be present during the inspection.
- iii. The Band Administration representative will complete a unit condition report that confirms the condition of the property. The report must be reviewed and signed off by both the Band Administration representative and the Tenant(s). Photos to be included. A copy of the report will be provided to the Tenant.

6.11.3 Move-Out Inspection

- i. A move-out inspection will be completed by the Band Administration representative and Tenant on the day the Tenant ceases to occupy the rental unit or on another mutually agreed day – as soon after move-out as possible.
- ii. The Band Administration representative must complete a unit condition inspection report. Both the Band Administration and Tenant or witness must sign the unit condition inspection report and the Band Administration must give the Tenant a copy of the report.
- iii. The Band Administration representative may make the inspection and complete and sign the condition inspection report without the Tenant, if the Band Administration has provided notice as required above, and the Tenant does not participate, or the Tenant has abandoned the Rent-to-Own Unit, or has been evicted. The Band Administration must be accompanied by a witness, who will be a member of the Housing Committee or other Band staff member when a member of the Housing Committee is unavailable.
- iv. Any repairs required to the unit resulting from damage by the Tenant(s) or their guests shall be confirmed in writing to the Tenant(s), and cost recovery will be pursued by the Band Administration. **Tenants will not be billed for regular wear and tear.** Photos to be included. A copy of the report will be provided to the Tenant.

6.12 Transferring

Under certain circumstances, a Tenant may be able to apply to transfer a rent-to-own home to another Band Member. Transfers related to Rent-to-Own Units are only permitted in accordance with this Section. A Tenant wishing to transfer a rent-to-own home to another Band Member remains responsible for the Rent-to-Own Unit until such a time as another Band Member, with the Housing Committee approval, enters into a Rent-to-Own Agreement with the Band Administration with respect to the rent-to-own home.

6.12.1 Application & Procedure

A Tenant who wants to transfer a Unit to another Band Member must first apply to the Band Administration. A Rent-to-Own Unit will not be transferred to another Band Member without the prior written approval of the Housing Committee.

To apply for a transfer, eligible Tenants must submit a Transfer Application Form in Appendix 17 and accompanying letter setting out the reason for the transfer, to the Band Administration. The application shall indicate the type of transfer being requested: i.e. Temporary Transfer, Long-Term Transfer or Permanent Transfer as provided for in this Policy.

Upon receiving a transfer application, the Band Administration shall review the application for completeness and submit the transfer applications of eligible Tenants to the Housing Committee. The Housing Committee shall review transfer applications on a case-by-case basis for approval or rejection. Decisions of the Housing Committee are communicated to an applicant through the Band Administration.

6.12.2 Criteria

In considering applications for transfers, the Housing Committee may approve a transfer for the following reasons:

- 1) health-related (e.g. a Tenant requires long-term hospitalization);
- 2) educational (e.g. a Tenant has decided to return to school); or
- 3) employment (e.g. a Tenant has to move for work).

Applications to transfer a rent-to-own home must be accompanied by supporting documentation.

For health-related transfers, Tenants shall provide a letter from their Physician stating the need for extended out of town treatment and the approximate time-frame.

For education transfers, supporting documentation shall include a letter of acceptance from the educational institution the Tenant will attend. In addition, proof of enrollment must be submitted prior to approval.

For employment transfers, supporting documentation shall include a letter of confirmation from the Tenants employer, which is to include the location of work and expected term of the job.

When considering applications for transfers, the Housing Committee must comply with Sections 6.16 and 6.17 of this Policy.

6.12.3 Types of Transfers

Temporary Transfer

Temporary transfers are less than one (1) year in duration.

Long-term Transfer

Long-term transfers are between one (1) and five (5) years. Long-term transfers shall remain in force for a minimum of one (1) year, after which the original Tenant(s) can move back into the Unit. Long-term transfers must be renewed every year, up to a maximum of five (5) consecutive years. The arrangement is subject to cancellation upon the mutual agreement of both parties.

For work, a one-time transfer will be allowed for a maximum of five (5) years.

Permanent Transfers for Rent-to-Own Only

Permanent transfers are transfers on a permanent basis where the Tenant(s) applying for approval of a transfer do not intend to return to the Unit. Permanent transfers are applicable to rent-to-own homes, but not Rental Homes.

Once a Rent-to-Own Unit has been permanently transferred it may not be transferred back to the transferor. Should the Rent-to-Own Unit become available again, it will then be allocated in accordance with this Policy.

6.12.4 Tenancy Agreement in Force During Transfer

Upon receiving approval for a transfer, the Tenant(s) who will take over the Unit (the “transferee”) shall enter into a Rent to Own Agreement with CFIB, which shall apply while the transferee(s) occupies the rent-to-own home. For temporary transfers, upon returning to the rent-to-own home the original Tenant(s) (the “transferor”) shall enter into a new Rent-to-Own Agreement.

In situations where a Tenant has made arrangements for another Band Member or individual to reside in a rent-to-own home without approval, he/she will remain responsible for rent, any damage to the home and may be subject to eviction for breaching the terms of this Policy and/or the Rent-to-Own Agreement.

6.13 Transfer of Ownership of Rent-to-Own Unit

CFIB retains title to all Rent-to-Own Units until the terms of a Rent-to-Own Agreement have been satisfied for the house. Provided that the Tenant has met all obligations in the Rent-to-Own

Agreement without assistance from the Cook's Ferry Indian Band, the Purchase Price will be deemed to have been paid in full and the Tenant will become eligible to exercise the option to apply to transfer the home into his/her name provided the Tenant:

- (a) is a CFIB Member;
- (b) has no Arrears;
- (c) agrees to sign the Allocation Agreement for Residential Purposes once the term of the Rent-to-Own Agreement has been met;
- (d) is not in breach of their Rent-to-Own Agreement and/or this Policy; and
- (e) understands and agrees to assume all the rights and responsibilities of homeownership including maintenance, repairs & fire insurance.

The Band Administration will notify an eligible Tenant and the Housing Committee, in writing, when the Finance Department verifies that the mortgage has been discharged and all financial obligations in the Rent-to-Own Agreement have been satisfied. The Tenant may then apply to the CFIB Council for a transfer of the home. The application must include a copy of the Tenant's statement from the Finance Department showing a zero balance and a one (1) dollar payment. The CFIB Council will then transfer ownership of the Rent-to-Own Unit to the Tenant through the Allocation Agreement for Residential Purposes.

Once ownership of the Rent-to-Own Unit is transferred to a Tenant, the CFIB Council will issue a Certificate of Ownership to the Tenant who will become a Homeowner and the home will no longer be a Band Administered Home. The Homeowner will assume all the rights and responsibilities of home ownership, including maintenance, repairs, and fire insurance. In keeping with the Allocation Agreement and to preserve the asset, the Tenant must provide proof of fire insurance annually.

6.14 Allocation Agreement for Residential Purposes

The purpose of the Allocation Agreement is to provide a residential lot on reserve to members for the purposes of home ownership.

The Allocation Agreement will give members exclusive use of a lot and with CFIB's consent, the member will be able to transfer that lot to other members.

Subject to CFIB's termination rights under the Allocation Agreement, the rights to the lot shall be permanent.

The Allocation Agreement also sets prohibitions and responsibilities relating to the lot that the member must respect.

After the Rent-to-Own Agreement is paid in full, an Allocation Agreement for Residential Purposes shall be entered into between the Tenant and the CFIB.

Where no loan is required by the applicant to build a new home (100% equity) and once construction is complete the Allocation for Residential Purposes will be issued.

6.15 Re-allocation of Rent-To-Own Homes Still Under Mortgage

CFIB retains the ownership to all Rent-to-Own Homes until the mortgage for the house is discharged in accordance with the terms of the Rent-to-Own Agreement and all payment obligations in the Rent-to-Own Agreement are met.

If a Rent-to-Own Home is returned, abandoned or confiscated during the term of the tenancy and before the mortgage has been discharged, the Band Administration will resume possession of the Rent-to-Own Home. CFIB will re-allocate the Rent-to-Own Home to the next qualified applicant on the waiting list in accordance with this Policy, and may offer the new Tenant the option to purchase the Rent-to-Own Home through a new Rent-to-Own Agreement.

To be eligible to be assigned a Rent-to-Own Unit, the new Tenant must:

- (a) meet all the eligibility criteria for a Rent-to-Own Agreement as set out in Sections 6.1 to 6.3 of this Policy; and
- (b) agree to pay rent, without assistance from CFIB or any social assistance program, for the minimum range of years stipulated in the table below, depending on the age of the Rent-to-Own Unit at the time of re-allocation.

Age of Home when Tenant Began Occupation of the Unit (based on anniversary date of the mortgage)	Years of Payment Required
0 – 5 Years	20 – 25 Years
6 – 10 Years	15 – 19 Years
11 + Years	15 Years

Should Tenants transfer homes to their children, the children will receive credit for the years that their parents paid into the Rent-to-Own Agreement.

6.16 Death of Tenant

If a Tenant of a Rent-to-Own Home dies during the term of the tenancy and before the financial obligations of the Rent-to-Own Agreement are met, and the deceased Tenant has left a will bequeathing the Rent-to-Own Home to a named beneficiary, the beneficiary may apply to the Housing Committee to acquire the house in accordance with this Policy.

If the deceased Tenant maintained a life insurance policy naming CFIB as the beneficiary of the policy, the Band Administration will take whatever steps are necessary to ensure that the proceeds from the life insurance policy are used to pay out any outstanding mortgage/Rent-to-Own Agreement amount, arrears or other debts attached to the Rent-to-Own Home, and any proceeds remaining after all the debts are satisfied, shall be distributed to the Tenant's estate. The Housing Committee will then transfer the ownership for the Rent-to-Own Home to the Tenant's heir in accordance with the Tenant's wishes, provided that the heir is eligible to be allotted a rent-to-own in accordance with this Policy. If the deceased Tenant did not purchase life insurance, or the life insurance lapsed, or is insufficient to pay off the outstanding debts associated with the Rent-to-Own Home, or is otherwise invalid, and the Tenant's estate does not have sufficient capital upon liquidation of the Tenant's assets

to pay off the outstanding mortgage amount, the Tenant's heir may still acquire the Rent-to-Own Home through Housing Committee assigning the Rent-to-Own Agreement to the heir, provided that the heir meets the eligibility criteria for a Tenant of a Rent-to-Own Home, as set out in Section 6.2, and all obligations in respect of the outstanding mortgage/Rent-to-Own Agreement will be transferred to the heir as the new Tenant of the Rent-to-Own Home.

If the Tenant of a Rent-to-Own Home dies intestate (without a will), INAC will appoint an executor who may assign the Rent-to-Own Agreement to the deceased's next of kin in accordance with the priority rules set out above in respect of Rental Units, provided that the next of kin is a Band Member and meets the eligibility requirements to enter into a Rent-to-Own Agreement as set out in Section 6.2.

If a deceased Tenant's heir is unwilling or ineligible to assume the responsibilities of the Rent-to-Own Agreement, the Rent-to-Own Unit shall be re-allocated in accordance with this Policy and the Waiting List.

If a Tenant of a Rent-to-Own Home dies after the mortgage has been discharged, but before exercising the option to purchase, and there are no arrears or other debts attached to the Rent-to-Own Home, or the Tenant's estate is sufficient upon liquidation to satisfy such debts, the CFIB Council will transfer the ownership of the Rent-to-Own Home to the beneficiary named in the deceased Tenant's Will, or if there is no Will, INAC shall appoint an executor who may assign Rent-to-Own to next of kin. In such cases the beneficiary must be able to meet the criteria as outlined in Section 6.2 of this Policy.

6.17 Marital Breakdown

If there is a marital breakdown in the context of a Rent-to-Own Agreement, the determination of which party will retain possession of the Rent-to-Own Home will be made in accordance with the following sections of this Policy.

6.17.1 General

Occupants with a Rent-to-Own Agreement who are spouses, as defined in this Policy, and who are both Band Members, are considered to be Joint Tenants with equal rights to use and occupy the Rent-to-Own Home. If one spouse is a non-member, only the Band Member spouse is a Tenant.

Spouses must notify CFIB in writing if they have formerly separated and no longer wish to live together. Upon receiving this notification, CFIB will implement Sections 6.17 of this Policy for Rent-to-Own Homes as it pertains to Marital Breakdown.

In all cases, CFIB will defer to any agreement Joint Tenants may make as to which of them will retain possession of the Rent-to-Own Home, so long as such agreement is consistent with this Policy. The Joint Tenants must submit their written agreement to the Housing Committee for review. If the agreement is consistent with this Policy, the Housing Committee will decide which Joint Tenant will retain possession of the Rent-to-Own Home.

If there are children of the relationship who are Band Members, and custody is in dispute, the Band Administration will register the Rent-to-Own Home in the names of the Band Member children until such time as a custody agreement is made, or the dispute is formally resolved.

6.17.2 Marital Breakdown: Joint Tenants with No Children

If Joint Tenants separate and are unable to agree within 30 days of the separation as to which Joint Tenant will retain possession of the Rent-to-Own Home, each individual Joint Tenant will submit a new Housing Application (Appendix 2) to the Band Administration.

The Band Manager will review and score the applications in accordance with section 6.3 of this Policy and forward the applications to the Housing Committee. The Housing Committee will review the scores and assign the Joint Tenant with the highest score the possession of the Rent-to-Own Home, provided that Joint Tenant meets the eligibility criteria for tenancy and, where applicable, can demonstrate that he/she is able to meet the mortgage obligations on his/her own.

6.17.3 Marital Breakdown: Joint Tenants with Children

If the Joint Tenants have children, the Joint Tenant who has primary care of the children will retain possession of the Rent-to-Own Home.

If custody of the children is equally split between the Joint Tenants, the Housing Committee will meet with both parents and attempt to negotiate a resolution agreeable to the parties. If the parties cannot agree, each individual Joint Tenant will submit a new Housing Application (Appendix 2) to the Band Administration. The Band Manager will review and score the applications in accordance with Section 6.3 of this Policy and forward the applications to the Housing Committee. The Housing Committee will review the scores and assign the Rent-to-Own Home to the Joint Tenant with the highest score, provided that the Joint Tenant meets the eligibility criteria for tenancy and, where applicable, can demonstrate that he/she is able to meet the rental obligations on his/her own.

6.17.4 Marital Breakdown: Non-Member Spouse with Children

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

If the Tenant has primary care of the children, regardless of whether the children are Band Members, the Tenant will retain possession of the Rent-to-Own Home.

If the non-member spouse has primary care of the children, and the children are Band Members, the non-member spouse will retain possession of the Rent-to-Own Home on behalf of the children until they reach the age of 18, or until the non-member spouse no longer has primary care of the children. The non-member spouse will enter into a Rent-to-Own Agreement with CFIB as a legal guardian on behalf of the children.

If the house is a Rent-to-Own Home, the Tenant or non-member spouse who retains possession of the Rent-to-Own Home must be able to meet the mortgage obligations on his/her own in order to be permitted to retain possession.

Where a non-member spouse retains possession of a Rent-to-Own Home on behalf of Band Member children, the Rent-to-Own Agreement will stipulate that the non-member spouse is responsible to pay the mortgage on behalf of the Band Member children, but only the Band Member children will be eligible to exercise the option to purchase the Rent-to-Own Home at the end of the mortgage/Rent-to-Own Agreement, provided that they meet the eligibility requirements for a Rent-to-Own Home upon coming of age.

6.18 Eviction

Any Occupant who chooses not to enter into or renew a Rent-to-Own Agreement with CFIB will be evicted.

The CFIB reserves the right to evict Tenants/Occupant(s) from units in certain circumstances. Recommendations to evict a Tenant will be forwarded by the Band Administration to the Housing Committee for final decision.

Any person(s) occupying a unit without the permission of the Band Administration may be evicted immediately and without notice. In addition, the Band reserves the right to evict any non-band member Occupant of a unit if, in the opinion of the Housing Committee and Council, an eviction is in the best interest of the Band.

Tenants/Occupant(s) may face eviction for:

- (a) breaching a term of this Policy and/or a Rent-to-Own Agreement;
- (b) repeatedly causing a nuisance or public disturbance;
- (c) failing to pay rent (rental arrears); and/or
- (d) abandoning a unit.

6.18.1 Breach of the Policy and/or a Rent-to-Own Agreement

Tenants in a Unit may face eviction for breaching a term of this Policy and/or a term of a Rent-to-Own Agreement. In most situations involving such breaches, Tenants will receive notice and be provided with the opportunity to correct the breach. Prior to evicting Tenants, the Band Administration may provide the Tenants with the opportunity to attend counselling to explain and reinforce the consequences of failure to resolve the breach of the Policy and/or a Rent-to-Own Agreement to the Tenants. If attempts to resolve the breach fail and Tenants receive three notices for failing to comply with the Policy and/or the Rent-to-Own Agreement within one (1) year, the Band Administration will issue a notice of eviction for approval to the Housing Committee. The Housing Committee will review the recommendation for eviction and evict the Tenants of the unit ("eviction action").

With some specific exceptions listed below, eviction action is considered to be a last resort where the Tenants/Occupant(s) have failed to resolve the breach of the Policy and/or a Rent-to-Own Agreement in a reasonable time.

Tenants/Occupants in a unit may be evicted immediately and without notice, and counselling for the following reasons:

1. making false declarations on a Housing Application that results in a housing allocation;
2. convicted of trafficking narcotics or carrying out other illegal business activities in or from a Band unit;
3. extraordinary wilful damage; and
4. neglect.

6.18.2 Repeatedly Causing a Nuisance or Public Disturbance

If in the opinion of the Housing Committee, Tenants/Occupants of a Rent-to-Own Unit are causing a nuisance or an on-going disturbance, the following steps will be taken:

1. first written warning;
2. second written warning; then
3. eviction.

Occupants will return to good standing in terms of the Housing Policy provided they do not receive additional warnings for at least one (1) year.

6.18.3 Rental Arrears

A Tenant may be subject to eviction for falling into rental arrears. Where the reason for eviction is rental arrears, the Tenant will also be advised that in order to qualify for housing in the future, the rental arrears must be paid in full. The policy and procedure with respect to rental arrears is outlined below in Section 6.6 of this Policy.

6.18.4 Abandoned Unit

Tenants who have abandoned a unit will be considered to have been evicted from the unit. A unit is deemed abandoned when the following occurs:

- the primary Tenant no longer resides in the unit for a period of 30 days without approval; and
- rental and/or utility payments for the unit are in arrears for 30 days.

If a unit is thought to be abandoned, the Band Administration will provide the Tenant with a written notice asking them to confirm their residency, and the Tenant will have 15 days to respond to the notice. In such cases where no response has been received, the house will be re-allocated by the Housing Committee based on the selection criteria and housing waiting list. Any arrears and damages shall be the responsibility of the tenant.

All Tenants are required to notify Band Housing in writing, 30 days prior to moving. If a Tenant moves out of a unit without informing the Band Administration, the unit will be deemed abandoned and re-allocated by the Housing Committee.

6.19 Vacating the Unit

If the Tenant(s)/Occupant(s) does not vacate the unit when required to do so under the terms of this Policy or a Rent-to-Own Agreement, the Band Administration may obtain the assistance of the RCMP to assist in removing the Tenant(s)/Occupant(s) or may seek a judgment in court removing the Tenant including a claim for all of CFIB's associated legal costs.

Should Tenant(s)/Occupant(s) leave any belongings after the unit has been secured, they will be required to contact the Band Administration in order to enter the unit to remove them. Tenant(s)/Occupant(s) will have seven (7) days after the unit has been secured to remove all belongings, after which the Band Administration will discard them.

PART III – PRIVATELY OWNED HOMES

7.0 PRIVATELY OWNED HOMES

Privately owned homes are homes that have been either built by a Band Member on land held by certificate of possession and the homeowner has obtained a mortgage to build the home (Capital Home), or is a home transferred to a member pursuant to the terms of a Rent-to-Own Agreement. Tenant(s) assume all responsibilities for the home. The care, maintenance and upkeep of a privately owned home rests entirely on the owner of the home. With a privately owned home acquired through a Rent-to-Own Agreement, the CFIB owns the land that the home is built upon. Given this, the homeowner is responsible for complying with all applicable CFIB laws and policies.

7.1 General Duties and Responsibilities of Homeowners

All individuals who live in a privately owned home have certain responsibilities which must be adhered to. In general, all individuals must comply with CFIB Laws, Bylaws and Policies, including the terms of this Policy. In addition, all individuals who have signed an agreement with CFIB, must comply with the terms of that agreement. It is the responsibility of all members living in a privately owned home to become familiar with all of their responsibilities and obligations.

The following is a non-exhaustive list of some of the key responsibilities of Homeowners:

- i. keep lot and surrounding areas clean and free of garbage, junk cars and scraps. Homeowners who do not meet this responsibility will be issued a “Violation Notice” (Appendix 10) to remove any garbage, junk cars and scraps, after which the Band Administration will remove the items at the Homeowner’s expense;
- ii. respect the rights and privacy of neighbours;
- iii. notify the Band Administration prior to building a fence or digging in a yard. This is to ensure that underground utility lines are not disturbed and property boundaries are respected;
- iv. ensure that all utilities and other services are in the Homeowner’s name (or other individual’s name if another individual has agreed to be held responsible for the utilities of the Homeowner), so as to ensure that utility and other companies do not forward bill(s) to the Band; and
- v. carry insurance to cover personal property in the home. Should disaster strike, CFIB, including the CFIB Band Administration, will not be responsible for the loss of any personal property.

7.2 Maintenance

Homeowners are responsible for carrying out all major and minor repairs to a privately owned home, including the replacement of fixtures and appliances, as well as repairs arising from normal wear and tear. The Band Administration is not responsible for any repairs or maintenance of privately owned homes.

7.3 Insurance

Homeowners are responsible for insuring privately owned homes with both fire and content insurance. CFIB Members who are Homeowners may request insurance coverage under the Band's insurance policy for the amounts specified within the insurance policy, subject to any exclusions or limitations listed therein, as amended from time to time. Homeowners who request to be added to the Band's insurance policy must reimburse the Band for the premiums associated with insuring their home. Homeowners will also be responsible for paying deductibles for claims.

A Homeowner who wishes to increase the amount of general coverage, or to insure any special items requiring an additional insurance rider, must purchase a separate, individual insurance policy for that coverage and will be solely responsible for the cost of the separate insurance premiums.

CFIB is not responsible for any uninsured privately owned homes.

7.5 Transferring

Members who own a privately owned home with a certificate of possession will have to comply with the applicable terms of the Indian Act. Purchasers of a privately owned home who require a mortgage and a Ministerial Guarantee, will be required to meet the requirements in Section 11 of this Policy. In certain circumstances, a Homeowner may be able to apply to transfer a home to another Band Member. Transfers of privately owned homes acquired through a Rent-to-Own Agreement will require the consent of Council. A private homeowner wishing to transfer a home to another Band Member remains responsible for the Home until such a time as another Band Member enters into an agreement with the Homeowner with respect to the transfer of the home.

Application & Procedure

To apply for a transfer or sell a home acquired through the Rent-to-Own Agreement, the owner must submit a written request to the Band Administrator stating the reasons for the transfer and the persons who the home will be transferred to.

Upon receiving a transfer application, the Band Administration shall review the application for completeness and submit the transfer applications to Council for approval. Council will use the following criteria to determine whether the home can be transferred or sold.

Criteria

- (a) Home is being transferred to a CFIB Member.
- (b) Transferee signs the Allocation Agreement for Residential Purposes.
- (c) Understands and agrees to assume all the rights and responsibilities of homeownership including maintenance, repairs & fire insurance.

The Homeowner retains title to the home until an Allocation Agreement for Residential Purposes is signed. Once ownership of the privately owned home is transferred, the transferee will become a Homeowner and they will assume all the rights and responsibilities of homeownership including maintenance, repairs, and fire insurance. Must provide proof of fire insurance annually.

7.6 Marital Breakdown

If there is a marital breakdown in the context of a privately owned home, the determination of which party will retain possession of the home will be made in accordance with the *Family Homes on Reserves and Matrimonial Interests or Rights Act (2013)*.

7.7 Death of a Homeowner

If there is a death in the context of an owner of a privately owned home, the determination of ownership of the home will be made in accordance with the member's estate and the *Family Homes on Reserves and Matrimonial Interests or Rights Act (2013)*.

PART IV – SHELTER ALLOWANCE ELIGIBILITY

8.0 INTRODUCTION

This section of the Policy has been drafted to comply with INAC's draft shelter allowance policy for individuals who are on social assistance. If any part of this Policy is inconsistent with the INAC policy once it has been approved in its final form, the INAC policy shall apply, this Policy shall be read in whatever manner as permits it to be consistent with the INAC policy, and CFIB shall amend this section as soon as is practicable to comply with the terms of the final version of the INAC shelter allowance policy.

A shelter allowance may only be issued to meet actual, documented shelter costs (up to a maximum shelter variable) if the following conditions apply:

- (a) the applicant meets social assistance eligibility requirements;
- (b) the applicant occupies the dwelling;
- (c) in the event that a significant change occurs, the change must be documented, and evidence must be placed in tenant file; and
- (d) evidence of actual costs, in the form of billings, receipts for fuel, utility, etc. and Tenancy Agreements, is produced for the administering authority and maintained on the Tenant file.

A Tenancy Agreement is to be copied and placed on the Tenant file. A shelter allowance may only be issued when documentation is placed on the Tenant's file to show actual shelter costs.

8.1 Tenancy Agreement Information

The Ministerial Guaranteed Certificate Number or CMHC Master Reference Number, bank mortgage agreement Number, or Personal Mortgage Number must be referenced on one of the following types of Tenancy Agreements:

- i. social housing agreement;
- ii. CFIB Tenancy Agreement;
- iii. personal or private rental agreement with a private homeowner; or
- iv. housing loan repayment agreement.

The Tenancy Agreement requires the following information:

- i. amount of the established rent for home;
- ii. address of home;
- iii. start and end date;
- iv. signature of the Band Manager and the applicant or recipient;
- v. list of Tenants and Occupants in the home, including the name, age, relationship, income source; and
- vi. the Ministerial Guaranteed Number, Bank Mortgage Number, or CMHC Master Reference Number.

8.2 Home Maintenance and Repairs

Home maintenance and repair costs are only applicable to a home privately owned and lived in by the recipient. This is demonstrated by the proof of homeownership by the recipient.

Home maintenance and repairs are not considered as eligible shelter costs for social housing units or other homes that are rented (including privately rented homes). In these cases the landlord is responsible for the maintenance and repair.

Home maintenance and repairs refers only to essential items of protection, replacement, and repair that are part of the physical structure of the recipient's home, and will not include replacement of, or repairs to appliances or decorative items.

The recipient or owner must have applied and been denied all other home maintenance programs available through the CFIB housing (RRAP) and provide documentation to that effect.

8.3 Rentals with No Mortgage Debt

In order to provide safe, affordable and adequate housing for all CFIB members, Council may continue to offer CFIB owned Rental Units on a rental basis where the mortgage(s) for the unit have been paid in full. A CFIB mortgaged unit for the purpose of this policy is a unit where CFIB has constructed and financed a home/ rental unit through the CMHC Section 95 program or bank financing.

This policy shall apply to all CFIB members who cannot afford home ownership or the upkeep of a home once the CFIB mortgaged unit they reside in has been paid in full. This shall apply to new and existing home Rental Units subject to the following:

- i. the unit will remain property of CFIB;
- ii. once a mortgage has been discharged, a new Tenancy Agreement shall be signed by the Tenant(s) and Band Administration;
- iii. the Tenancy Agreement will stipulate terms and conditions of occupancy, occupancy charge, Tenant and CFIB responsibilities, as well as the term of agreement.
- iv. Tenant(s) on Social Assistance or Elders on a limited fixed income are eligible for the rental program;
- v. occupancy charge will be based on bedroom count and will be pro-rated (divided up between occupants), if members within the household are over 18 years of age or employed (or 16-17 years old and have demonstrated they have withdrawn from parental control);
- vi. any changes to household occupancy (persons occupying the home), must be updated on a monthly basis to income assistance;
- vii. the occupancy charge will be used to cover services, maintenance, upkeep and to fund a replacement reserve on an on-going basis; and
- viii. funds collected will be segregated from other rental units and will be used exclusively on the home that is being charged the occupancy charge.

8.4 Rental of Privately Owned Homes

A Homeowner of a privately owned home may rent out a portion or all of the privately owned home to a private tenant through a private landlord/ tenant arrangement. The Homeowner may set rent and make conditions of occupancy without requiring approval of the CFIB administration or Band Administration as long as the tenancy is in compliance with all CFIB Laws, Bylaws and Policies.

If the Homeowner wishes to rent to Members who are on social assistance, a signed Tenancy Agreement is required prior to any rents being paid in order to be eligible for shelter allowance. The Tenancy Agreement must be pre-approved by the Band Administration and Social Development Department. Moreover, the occupancy charge is subject to the rental table established by INAC.

A sample Private Rental Agreement (Appendix 11) is included as a guide. This sample Private Rental Agreement is the template form of residential tenancy agreement produced by the British Columbia Residential Tenancy Branch to be compliant with British Columbia's residential tenancy laws. However, private tenants and landlord homeowners should be aware that British Columbia residential tenancy laws do not apply on reserve.

It is the responsibility of the Homeowner to seek independent legal advice over the use of this sample Private Rental Agreement. CFIB is not liable for any actions or liabilities as a result of implementing this sample Private Rental Agreement. CFIB is not responsible for upkeep, repairs, maintenance, and services to the privately owned home, except in the ordinary course or as otherwise provide in this Policy. All insurance is the sole responsibility of the Homeowner and the private tenant.

PART V – RENOVATION PROGRAMS

9.0 RENOVATION PROGRAMS

The following sections detail renovation programs that are available to all types of housing.

9.1 Residential Rehabilitation Assistance Program (RRAP)

Canada Mortgage & Housing Corporation (CMHC) offers funding for repairs and renovations to homes through several of its Residential Rehabilitation Assistance Programs. “RRAP On-Reserve” offers financial assistance to Band Councils and Band Members to repair substandard homes to a minimum level of health and safety and to improve the accessibility of housing for disabled persons. For further details, please refer to the CMHC website.

Band Councils or individual homeowners that require repairs to their homes may be eligible to apply for funding. Tenants of Band Administered Homes may approach the Band Administration for more information on the availability of funding.

Eligibility

Funding may be available to repair or renovate houses that lack basic facilities or are in need of major repair in one or more of the following categories:

- i. Structural.
- ii. Electrical.
- iii. Plumbing.
- iv. Heating.
- v. Fire safety.

Assistance may also be available to address a problem with overcrowding. Work carried out prior to approval is not eligible. Dwellings must be a minimum of five (5) years old.

Additional RRAP assistance may be available for a property with a minimum of 15 years after the first RRAP loan.

Loans

Maximum assistance/loan amounts for these programs are established by CMHC.

Housing Arrangements

The Band Administration will not organize alternative housing for Tenant(s)/Homeowner(s) while renovations are being carried out. It is up to the Tenant(s)/Homeowner(s) to find a place to stay.

9.2 Home Adaptations for Seniors Independence (HASI)

Canada Mortgage & Housing Corporation (CMHC) offers funding under the HASI program for CFIB members 65 and over whom:

- i. have difficulty with daily living activities brought on by aging;
- ii. have a total household income that is at or below a specified limit; and
- iii. the unit is their permanent residence.

The funds must be for minor items that meet the needs of the elderly homeowners and assist with mobility that could be, for example:

- i. handrails;
- ii. bathtub grab bars and seats; and
- iii. lever handles on doors.

Please refer to HASI handbook for more detailed repairs.

All adaptations should be permanent and fixed to the dwelling and must improve the accessibility of the housing for seniors. The program is subject to budget availability. Assistance is in the form of a forgivable loan up to \$3,500. The loan does not have to be repaid as long as the Homeowner agrees to continue to occupy the unit for the loan forgiveness period, which is six (6) months.

Homeowners are to submit a request to the Band Administration and complete the HASI application, which will be forwarded to CMHC for approval.

9.3 Capital Housing Renovations Program (CHRP)

INAC offers a renovation program to homeowners for capital renovations. The funding and requirements are subject to availability of funding and program objectives of INAC. Members are required to submit a request in writing to the Band Administration.

To be eligible for funding the following criteria will be used:

- i. renovations must extend the life of the house for ten (10) years;
- ii. must be a on reserve home owned by a CFIB member;
- iii. must be the primary residence of a CFIB member; and
- iv. major home repairs – roofs, siding, foundation, flooring, insulation, electrical, windows, doors, bathroom, and kitchen repairs.

The following homes are ineligible for renovations:

- i. condemned homes;
- ii. homes that are less than 5 years old;
- iii. social housing units (band owned);

- iv. privately owned rental units; and
- v. privately owned portables used as classrooms, offices or for personal use.

The selection criteria for allocation will be based on the following:

- i. elders;
- ii. need;
- iii. homeowner's willingness to contribute; and
- iv. whether homeowner has had renovations recently (less than 10 years).

The Band Administration will submit applications to INAC based on the above selection criteria.

If approved, a qualified inspector will inspect renovations and all homes approved for renovations. All work must comply with the building code (National Building Code - NBC, or British Columbia Building Code - BCBC).

The Homeowner will be responsible for obtaining the required quotes from qualified contractor(s) approved by Band Administration.

PART VI – CAPTIAL HOME CONSTRUCTION

10.0 RESIDENTIAL HOME LOT ALLOCATION POLICY

10.1 Objective

The objective of the Home Lot Allocation Policy is to create and implement an orderly and regulated system to distribute serviced lots for residential homes, in a fair and transparent manner.

Eligibility for a serviced residential lot is determined in accordance with this Policy.

10.2 Lot Distribution Process

As it is entirely possible that there will be more demand by qualified members than serviced lots available, the initial distribution will occur based on a lottery system.

Lots will be distributed on the basis of a lottery system which is subject to a pre-qualification process. If there are lots still available after the lottery, the lots will be distributed on a first come first serve basis, subject to the pre-qualification process.

10.3 Pre-Qualification Process

In order to qualify for the lottery, an applicant must:

1. Be a registered member of CFIB.
2. Not be in arrears for any loan or housing rent with CFIB.
3. Provide proof that they have financing in place to cover the costs of building a new home to the standards set by CFIB. Proof would consist of written confirmation of a loan from a financial institution of:
 - a) pre-approved mortgage loan from a qualified lender;
 - b) irrevocable Letter of Credit; or
 - c) a letter from a financial institute demonstrating cash payment for house construction.
4. Submit a completed application and supporting documentation no later than the last Thursday in March at 4:00 pm. The application must be date stamped by the receptionist of CFIB.

Applications shall be reviewed and verified by the Band Administration.

10.4 Lottery Process

Since CFIB has a limited number of serviced lots available, and to keep the process fair and transparent, a lottery system will be used to select qualified applicants. Applicants who have met the

pre-qualification process will be entered into the lottery. CFIB reserves the right to reject incomplete applications.

The Band Administrator will be in contact with all qualified applicants who wish to enter the lottery and will provide each qualified applicant with the lot layout and a notice setting out the time and location of the lottery.

Applicants who are selected in the lottery will have the opportunity to select their lot in the order they were chosen (i.e. first drawn name will have first chance to select lot and so forth).

If serviced residential lots are still available after the lottery, they will be distributed on a first come first serve basis until June 30th provided the applicant meets the pre-qualification process and construction can start no later than October 31st.

10.5 Approval Process for a Lot

The Band Administrator will forward the corresponding lots to the applicants who will be given six (6) months to start construction. The applicant shall adhere to the CFIB Housing Policy. Within the six (6) month period, applicants shall provide to the Band Administrator the following, with assistance from the appropriate CFIB staff:

1. House plans and lot layout including placement of septic to be reviewed by Health Canada.
2. Construction schedule (no construction allowed to start after October 31st).
3. Signed contract with contractor – should include cost of septic installation, if required.

10.6 Security & Indemnity Agreement

Prior to the start of construction, the Band Manager shall sign with the applicant a Security & Indemnity Agreement. The Security Agreement is designed to minimize CFIB's financial risk in providing a Loan Guarantee to qualified members.

Under the Security Agreement, the member will have certain legal obligations that serve to protect CFIB's financial interests while CFIB serves as guarantor for the loan.

The Security Agreement also sets out CFIB's rights in relation to the property if members default on their housing loan and CFIB becomes responsible for paying off the loan.

CFIB's rights and the member's obligations towards CFIB under this Agreement expire once the housing loan is fully paid off.

10.7 Allocation Agreement for Residential Purposes

The purpose of the Allocation Agreement is to provide a residential lot on reserve to members for the purposes of homeownership.

The Allocation Agreement will give members exclusive use of a lot and with CFIB's consent, the member will be able to transfer that lot to other members.

Subject to CFIB's termination rights under the Allocation Agreement, the rights to the lot shall be permanent.

The Allocation Agreement also sets prohibitions and responsibilities relating to the lot that the member must respect.

After the mortgage is paid in full, an Allocation Agreement for Residential Purposes shall be issued to the CFIB member.

Where no loan is required by the applicant to build a new home (100% equity) and once construction is complete the Allocation for Residential Purposes will be issued.

10.8 Cancellation / Forfeiture of Lot Selection

CFIB reserves the right to cancel the lot selection if the applicant has not met the requirements of the approval process. This includes:

- i. not starting construction by October 31st; or
- ii. unable to provide house plans and/or site plans approved by CFIB.

Where none of the required documents have been received by the applicant, the CFIB will deduce that the applicant has forfeited their ability to build on the lot. The Band Manager shall review progress of applicants and if it is determined the requirements have not been met, the Band Manager shall then rescind the lot allotment in writing and as such, the lot will become available for distribution the following year.

11.0 INAC SECTION 10 MINISTERIAL LOAN GUARANTEE PROGRAM

The INAC Section 10 Ministerial Loan Guarantee Program is a key source of external funding available to eligible members who wish to purchase, build or renovate a home on CFIB land. This section of the Policy sets out the eligibility requirements, policies and procedures for the program.

The program requires CFIB to provide mortgage or loan guarantees. Any mortgage or loan given by CFIB is at the discretion of Council and subject to CFIB's available funds and/or credit. Providing a mortgage or loan guarantee is a financial risk for CFIB and, for this reason, CFIB may reject an application for a mortgage or loan guarantee at its sole discretion.

The INAC Section 10 Ministerial Loan Guarantee Program is a CMHC program through which borrowers can access financing for the construction, purchase and/or renovation of a single family home on CFIB land. CMHC provides loan insurance to the approved lender and the loan is secured by a BCR from Council and a Ministerial Loan Guarantee from INAC.

All applicants will be required to sign a Security & Indemnity Agreement with CFIB which stipulates that actions that will be taken by CFIB in the event of mortgage default.

If repayment of a loan is not made, INAC will pay out the outstanding balance and then require repayment from CFIB. Once the mortgage is paid in full, and all other requirements of the loan have

been fulfilled, the Allocation Agreement for Residential Purposes will be signed by the member and CFIB.

11.1 Eligibility Criteria

To be eligible to apply for a Section 10 Ministerial Loan Guarantee, a borrower must:

- (a) be a Member in good financial standing with CFIB, having no arrears or outstanding historical debt owing to CFIB;
- (b) be at least eighteen (18) years of age;
- (c) be a first time homebuyer;
- (d) have access to a lot, or have been granted use of the land by CFIB through the lottery process;
- (e) contribute a minimum of 5% cash equity as down payment;
- (f) be able to satisfy the minimum requirements for taking out a loan with an approved lender (including a credit rating of 640 or higher and having a total debt servicing ratio not exceeding 40% of gross monthly income);
- (g) be able to support repayment of the loan;
- (h) understand that no home may be transferred in the future to a non-member; and
- (i) if the loan is for a renovation, agree to submit all receipts for expenditures to the Band Administration.

11.2 Pre-Approval

Borrower sends a written expression of interest to the Band Administration. Once the Band Administration has verified that the borrower has access to land on CFIB property, CFIB conducts an internal credit check to ensure that the borrower has no outstanding accounts, such as loans, rental arrears or other debts. Outstanding accounts for the purpose of this process are accounts that have been outstanding for more than 30 days.

If the borrower has an outstanding account, CFIB must be satisfied that those debts have been settled or that the borrower has negotiated a repayment plan with the CFIB before the Band Administration will issue a Conditional Letter of Support.

- (a) If any outstanding accounts are too high, or if the borrower refuses to settle those debts or enter debt repayment plans, the application is declined and no further action is taken on the file.
- (b) If the borrower initiates a repayment plan for the outstanding accounts, CFIB may at its discretion defer the application for six (6) months to ensure that the borrower abides by the repayment plan.

If the borrower is in good standing, the Band Administration will issue a Conditional Letter of Support to the financial institute stating that CFIB is prepared to guarantee the borrower's mortgage provided they meet the lending requirements.

Only after the borrower has received conditional support from CFIB can the borrower apply for a pre-approved mortgage. The borrower will be required to submit pay stubs, photo ID, and information regarding overall debt load.

- (a) Total Debt Servicing (TDS) ratio not to exceed 40%.
- (b) Gross up factor on income earned on reserve will be applied.
- (c) Credit rating of 640 or higher.
- (d) Borrower must have good job tenure.
- (e) Borrower must demonstrate they have sufficient cash equity of 5%.

If the borrower is unable to meet the minimum credit standards of the bank, the application is declined and no further action is taken.

The borrower will be required to obtain and maintain life insurance in an amount sufficient to cover the loan balance and naming CFIB as the irrevocable beneficiary. If the borrower is not eligible for life insurance, the application is declined.

Where a household includes a non-member applicant whose income is being used to qualify for a loan, the non-member should seek independent legal advice regarding his/her right to claim against the home in the event of household or marital breakup. The non-member applicant must sign a declaration that he/she fully understands the legal ramifications as they apply to home ownership on reserve and his/her rights.

11.3 Approval and Construction/Purchase Steps

1. Identification of serviced lot through lottery process, if required.
2. A title search will be conducted to ensure that the lot is unencumbered, as well as to ensure the lot is surveyed and an environmental site assessment is completed, as per policies established by CFIB.
3. If a lot is assigned through the lottery process, the borrower must sign the Security & Indemnity Agreement, and where applicable, the Allocation Agreement for Residential Purposes.
4. If the lot is currently held by the borrower, the lot must be transferred to CFIB and CFIB will hold the lot until the mortgage is fully discharged.
5. Grant application submitted to INAC for approval, subject to availability.
6. Band Administration to manage grant with contractors and with no funds paid directly to homeowner.
7. Borrower to provide evidence of a legally enforceable Will confirming his/her wish to dispose of his/her property upon his/her death (heir must be another CFIB Member).
8. Borrower to provide financial institute and Band Administration with quote from contractor(s) along with verification of equity. Contractors must be reputable, qualified, have insurance and provide references. In addition, the contractor(s) must be registered and in good standing with WorkSafe BC, and must be capable of bridge financing construction. Loan advances prior to construction beginning are prohibited.
9. Borrower provides site plan to CFIB from where infrastructure is to be installed.

10. Plans from local hardware stores may also be acceptable, provided they are engineer stamped.
11. Borrower requests a contracted Registered Onsite Wastewater Practitioner (ROWP) as required by Health Canada. Borrower responsible for the \$800 design fee and any other applicable fees if not covered by the First Time Homeowner Infrastructure Grant budget.
12. Necessary loan documents forwarded to Chief and Council for final approval. Chief and Council issue BCR for Ministerial loan guarantee.
13. Contractor to provide proof of liability and/or construction insurance to CFIB and Financial Institution.
14. Copy of builder's contract forwarded to CFIB and lender and any related correspondence must be forwarded to Band Administration.
15. Construction begins.

All inspections will be established by the authority having jurisdiction. The qualified inspector is responsible for progress and compliance inspections. The maximum number of progress advances is six (6). Pictures to be included in the advance documentation.

Equity and the grant must be drawn down first prior to the first loan advance being processed.

Final inspections for building, from Health Canada and Electrical (Hydro Declaration of Work Completion) must be provided to the Band Administration.

Proof of fire insurance provided by Borrower to financial institution prior to move in date and issuance of occupancy permit.

PART VII – OTHER

12.0 COMPLAINTS

Complaints about the Occupant(s) of a Band-Administered Home must be provided in writing and submitted to the Band Administration. Complaints will be kept confidential to the extent that the law permits the Band Administration to maintain such confidentiality.

13.0 APPEALS

Tenants, Homeowners and Band Members may appeal decisions made under this Policy, including decisions of the Band Administration, Housing Committee and/or Council.

13.1 Grounds for Appeal

Decisions may be appealed on the following grounds:

- (a) There was an error of fact.
- (b) There was a procedural error.
- (c) Where the member questions the decision as unfair, unjust or unreasonable.

Time shall be considered critical to the fair disposition of inquiries or appeals. Appeals are to be initiated by the Band Member/applicant within 15 days of being notified of the decision that is being appealed.

For any appeal, the member shall initiate a preliminary inquiry into the issue by meeting directly with the Band Manager to attempt to resolve the matter.

Where the matter remains unresolved, within seven (7) working days of the first meeting, a second meeting shall take place with the member, the Band Manager and a member of the Housing Committee.

If the matter is unresolved within seven (7) working days of the second meeting, the member may submit a Notice of Appeal to Chief & Council. The Notice of Appeal shall be in writing and shall contain the member's name and address, and shall state, in general terms, the nature of the decision, reasons for the appeal, and the remedial action sought by the member.

The Band Manager and/or Housing Committee shall provide the rationale for the decision, including how it complies with the Housing Policy, in writing to Chief & Council within seven (7) working days.

Chief & Council will determine, at their next regularly scheduled meeting, on the basis of the evidence presented to it, whether the initial decision-maker acted or decided on the matter in an unfair, unreasonable or unjust way.

After reviewing the appeal, Chief & Council shall deliberate in a closed session and shall reach a decision.

Within 5 working days of the decision Chief & Council shall provide written reasons for its decision to the member. All appeal decisions of Chief & Council are final.

14.0 PETS

The CFIB seeks to ensure all Tenants who choose to have pets at their residence are looking after their Pets in a responsible manner and the Pets do not cause or create harm to any person. Accordingly, all Tenants who reside on the Cook's Ferry Indian Reserve, whether in a rental unit, rent to own unit or a private home are in compliance with the CFIB Pet Policy set out specifically in Appendix 16 of the Housing Policy.

15.0 AMENDMENTS TO THE HOUSING POLICY

15.1 Amendment Procedure

The housing manager shall present proposed amendments of the housing policy to Chief & Council for approval. Amendments shall be approved by a quorum of Council at a duly convened Council meeting. Approved amendments will be posted at the CFIB administration office and on the CFIB website for at least 30 days. Amendments will be made as directed by Council and are effective on the date of the duly convened meeting in which the amendment was approved.

15.2 Amendment List

The housing manager will note the amendment on a list for policy amendments set out in a format as shown in the table below. The policy amendment list will precede the table of contents within the policy.

Amendment Number	Approval Date	Description

15.3 Notification of Amendments

The policy, including amendments, will be available to members at the CFIB office. If an amendment impacts the tenant, the housing manager will notify the tenant in writing within 30 days of policy amendment approval. Where the policy amendment relates to an increase in rent, the housing manager will provide the tenant with at least a 90-day written notice of the rent increase.

15.4 Conflict in Policies

Where conflict arises between the current housing policy and an earlier edition of the housing policy, the most recent housing policy will prevail.

APPENDIX 1
Oath of Confidentiality Agreement
Housing Committee Member

I, _____, an appointed Housing Committee Member of the CFIB, hereby make an oath as follows:

1. For the term of my appointment, I will:
 - a. Respect the integrity of my fellow Housing Committee Members in any decision making process.
 - b. Keep matters discussed that pertain to my service as a Housing Committee Member strictly confidential and will not disclose any confidential information without the prior written approval of CFIB Council and will not disclose confidential information to any 3rd party unless disclosure is required by law or a term of the CFIB Housing Policy.
 - c. Act on behalf of those who have appointed me, and will serve the community with the best of my ability.
 - d. Fulfill my duties to the best of my abilities and will carry out my duties in a diligent and timely manner so as not to engage in nepotism or make decisions that place me in a conflict of interest.
 - e. I have read the CFIB Housing Policy and understand the duties and obligations of the Housing Committee and Housing Committee members and agree to enforce the Housing Policy in a fair and unbiased manner.
 - f. Understand and abide by section 22 of the Cook's Ferry Financial Administration Law, 2016 pertaining to "Conduct of Councillors, Committee Members and Schedule A – "avoiding and mitigating conflicts of interest (part 1 & 2).
 - g. If I am also a tenant of a Cook's Ferry home that is subject to the Housing Policy, I will comply with the Housing Policy.

Housing Committee Member Signature

Date

Band Manager

Date

APPENDIX 2

Housing Application

HOUSING RENTAL APPLICATION

Date of Application	
Name of Applicant	
Number of bedrooms needed	

1. Applicant information

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

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

2. Current residential and postal address?

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

Rental Application - FN Rental Unit: What is your mailing address (if different from #2):

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

3. Contact information (NTD: add row for email of each occupant)

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

4. **Alternate contact in your absence for messages**

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

5. **Employment history**

Name of present employer/source of income:	
Employment Address:	
City/Town/Reserve:	Postal Code:
Telephone Number:	Occupation:
Other Income:	
<i>Note: *Applicant must provide copy of most recent T4 & current pay stub.*</i>	

6. **Information on your current and previous accommodations**

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

7. **Current living conditions:**

- a. The current dwelling poses a health and/ or safety risk to the occupants (must be supported by documentation such as inspection report or someone with authority).
Provide detail:

- b. An overcrowded situation by the National Occupancy Standards (NOS) is considered:

1. National Occupancy Standards' guidelines;

a. Suitable housing:

- i. Suitable housing has enough bedrooms for the size and make-up of resident households, according to National Occupancy Standard (NOS) requirements. Enough bedrooms based on NOS requirements means one bedroom for:
 1. each cohabiting adult couple;
 2. unattached household member 18 years of age and over;
 3. same-sex pair of children under age 18; and
 4. additional boy or girl in the family, unless there are two opposite sex children under 5 years of age, in which case they are expected to share a bedroom.
- ii. A household of one individual can occupy a bachelor unit (i.e. a unit with no bedroom).

- c. The current household is overcrowded; please provide details with supporting documents by authoritative agent and using NOS's guidelines above.

- d. Presently are you residing in a temporary-type housing situation? If yes, provide details and how long:

☐ Yes ☐ No

8. Number of household member(s) who require disabled access or special modifications. Please elaborate and justify by proper documentation:

9. What type of housing are you and your family requiring? The house must meet National Occupancy Standards.

a. ☐ 1 bedroom ☐ 2 bedrooms ☐ 3 Bedrooms ☐ 4 Bedrooms

10. Gross Monthly Income:

Primary Applicant \$_____/Month

Co-Applicant \$_____/Month

Must provide proof of income - cheque stubs, bank statements, Income Assistance Affordability Analysis to ensure applicant can afford monthly rent.

11. Two reference letters from either:

- a. Two landlord references are submitted (the references must be from the two most recent landlords).

i. ☐ Yes ☐ No ☐ N/A

- b. Have not rented before, two character reference letters are submitted (not immediate family).

i. ☐ Yes ☐ No ☐ N/A

Primary occupant (please print)	
Signed	Date:

Secondary occupant (please print)	
Signed	Date:

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

For Housing Unit use only				
Check off appropriate box and print name where required				
1. Date Received: _____ Via: Person <input type="checkbox"/> Mail <input type="checkbox"/> E-mail <input type="checkbox"/>	2. Acknowledge letter of receiving application and will be reviewed: Date: _____ By: _____	3. Review of application for completion? Date Reviewed: _____ Reviewer: _____ Complete: <input type="checkbox"/> Incomplete: <input type="checkbox"/>		
4. Reason for incomplete: _____ _____ _____ _____ _____ _____	5. For incomplete application, contacted applicant by: Person <input type="checkbox"/> Mail <input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Date: _____ Notes: _____ Contacted person: _____ Reviewed by: _____	6. Application eligible or ineligible? Yes: <input type="checkbox"/> No: <input type="checkbox"/> Details: _____ _____ _____		
7. Confirmation letter for eligibility or ineligibility sent: Date: _____ By: _____	8. Filed accordingly as eligible or ineligible: Yes: <input type="checkbox"/> No: <input type="checkbox"/> Date: _____ Inputted into the Housing Waiting list: Yes: <input type="checkbox"/> No: <input type="checkbox"/> Date: _____	9. Date of Conditional Housing Offer: _____ By: _____ Accepted <input type="checkbox"/> Declined <input type="checkbox"/>		
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"> Authorized by Print: _____ Dated: _____ </td> <td style="width: 50%;"> Authorized by Signature: _____ </td> </tr> </table>			Authorized by Print: _____ Dated: _____	Authorized by Signature: _____
Authorized by Print: _____ Dated: _____	Authorized by Signature: _____			
Update # 1 Date: _____ Via: By: Person <input type="checkbox"/> Mail <input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/>	Any changes to application? Provide details: _____ _____ _____	Received by: _____		
Update # 2 Date: _____ Via: By: Person <input type="checkbox"/> Mail <input type="checkbox"/>	Any changes to application? Provide details: _____ _____ _____	Received by: _____		

Phone <input type="checkbox"/> E-mail <input type="checkbox"/>		
Update # 3 Date: _____ Via: By: Person <input type="checkbox"/> Mail <input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/>	Any changes to application? Provide details: _____ _____ _____ _____	Received by: _____

APPENDIX 3

Home Inspection Form

Unit Location: _____ Unit Number: _____

Inspection Type: Annual ____ Move Out ____ Move In ____

Items	Condition - (Good/Clean, Damaged, Missing, Not Clean)	Comments
COMMON AREA		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		

BEDROOM #1		BEDROOM #1
Closet		
Walls		
Flooring		
Doors/doorways		
Windows		
Other		
BEDROOM #2		BEDROOM #2
Closet		
Walls		
Flooring		
Doors/doorway		
Windows		
Other		
BEDROOM #3		BEDROOM #3

Closet		
Walls		
Flooring		
Doors/doorway		
Windows		
Other		
FIRE SAFETY		ALL LEVELS
Smoke detectors		
Carbon Monoxide detectors		
OTHER AREA - specify		OTHER AREA

Inspection Completed By: _____
 (Band Administration Representative) Date: _____

Inspection Viewed By: _____
 (Occupant) Date: _____

APPENDIX 4
Selection Criteria for Rental Housing
(For Band Administration use only)

Name of Applicant: _____ Application Original ____ or Up-dated #: _____

Date Application Received: _____ Reviewed by: _____

Review Date: _____

An application will not be scored until it is considered complete and updated annually.

	Selection Criteria	Points	Total Points
1.	Who is not eligible a) The applicant is under the age of 16. b) The application is incomplete. c) Application is over the 2 years old and has not been updated. d) The applicant cannot afford the unit and all personal expenses (see: attached expense sheet) Monthly income is less than 3 X monthly rent. e) The applicant owes money to CFIB. f) The applicant has a history of not complying with the "Rental Agreement". g) Doesn't meet the National Occupancy Standards.	Any bullet with a check mark will disqualify the applicants application <input checked="" type="checkbox"/> for applicable	
2.	Duration the application has been on the Housing Waiting List a) Updated application only, for each 6 months on the waiting list. Up to max 5 years.	.25 point for every 6 months	
3.	Family Structure a) For each applicant's child under the age of 18. b) Applicant is a single parent with dependents. c) Applicant and dependent(s) are members – point for each member. d) Number of household member(s) who require disabled access or special modifications _____.	1 point each	
4.	Current Living Conditions a) The current dwelling poses a health and/or safety risk to the occupants (must be supported by documentation such as inspection report). b) Applicant currently resides in a temporary housing situation (this must be justified with documentation from an authority or acceptable agent). c) The household is considered overcrowded per the National Occupancy Standards, *See below (must be justified with documentation from an authority or acceptable agent). d) Reference from previous landlord.	1 point each	
5.	Household Income a) Applicant's income affords all personal and housing related costs (monthly income is 3 X monthly rent - Gross Monthly Income / Monthly Rent). b) Applicant does not owe money to CFIB. c) Applicant has confirmation from Income Assistance for Shelter component.	2 points each	
	TOTAL For noting or commenting use back of this page.		

*National Occupancy Standards – enough bedrooms based on the following requirements means one bedroom for:

- Each cohabiting adult couple;
- Unattached household member 18 years of age and over;
- Same-sex pair of children under age of 18;
- And additional boy or girl in the family, unless there are two opposite sex children under 5 years of age, in which case they are expected to share a bedroom. A household of one individual can occupy a bachelor unit (i.e. a unit with no bedroom).
- A household of one individual can occupy a bachelor unit (i.e. a unit with no bedroom).

APPENDIX 5
Rent Arrears - 1st Notice

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Rental Unit/Lot #: _____

This notice is to inform you that your rent payment is 7 days past due. As you are aware, all rent is to be paid on or before the 1st day of the month or 1st working day of the month if the 1st day of the month falls on a weekend or statutory holiday.

This notice constitutes your first notice pursuant to Section 5.7 (i) of the CFIB Housing Policy. Accordingly, you are reminded to pay the outstanding rent forthwith or make immediate arrangements with Band Administration to discuss the repayment of arrears. The total amount due is \$ _____.

We kindly ask that you please drop into the Band Administration to make payment. If you have already made payment, please disregard this notice.

If you have any questions regarding this matter, you can contact me or email me at:

On Behalf of the CFIB Band Administration
Band Manager

APPENDIX 6
Rent Arrears - 2nd Notice

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Rental Unit/Lot #: _____

This notice is to inform you that our records show that your rent is now **20** days past due.

This notice constitutes your second notice pursuant to section 5.7 (ii) of the CFIB Housing Policy. Accordingly, you are reminded to pay the outstanding rent forthwith or make immediate arrangements with Band Administration to discuss the repayment of arrears. The total amount due is \$ _____.

In accordance with the Housing Policy, we are requesting you come into our office on the ____ day of _____, 20__ at ____ am/pm to meet with _____ to discuss this situation and make arrangements for payment.

If you have already made payment, please disregard this notice.

If you have any questions regarding this matter, you can contact me or email me at:

On Behalf of the CFIB Band Administration
Band Manager

APPENDIX 7
Rent Arrears - Final Notice

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Rental Unit/Lot #: _____

This is to advise you that you are now in jeopardy of being evicted from your unit. We have issued two notices dated _____ and _____, in which we asked you to make payment. Your rent is now **30 days** past due.

This notice constitutes your third and final notice pursuant to section 5.7 (iii) of the CFIB Housing Policy. According to the terms of the Housing Policy & Tenancy Agreement, you now have no more than 10 days to pay all arrears in full plus the current month's rent. The total amount due is \$ _____.

We have made every effort to work with you and are prepared to negotiate a repayment plan with you provided you have, within 10 days of the date of this notice, attended the band office and requested a meeting to discuss a repayment plan. If you fail to repay the rent arrears in the amount stated in this notice within the required time or have not made arrangements to repay the arrears within the required time, an eviction notice will be provided.

If you have submitted a payment, please disregard this notice.

If you have any questions regarding this matter, you can contact me or email me at:

On Behalf of the CFIB Band Administration
Band Manager

APPENDIX 8
Eviction Notice

Date (dd/mm/yyyy): _____ Time: _____

Tenant's Name: _____

Rental Unit/Lot #: _____

This is to advise you that your tenancy has come to an end for the following reason(s):

- a. _____
- b. _____

Please remove your belongings and have the unit vacated no later than ____ pm on _____, 20__.
After this, the Band Administration will be changing the locks on the unit.

If you do not vacate the unit on or before the date stated above, or enter the unit after the locks have been changed, we will contact the RCMP to assist in your removal.

Should you leave belongings after we have changed the locks, you will be required to contact the Band Administration in order to enter the Unit and remove them. We will give you 7 days after we have changed the locks to remove all your belongings, after which we will discard them.

If you have any questions regarding this matter, you can contact me or email me at:

On Behalf of the CFIB Band Administration
Band Manager

APPENDIX 9

Repayment/Arrears Recovery Agreement

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

Agreement to repay arrears between

The Tenant(s): _____

-And -

Cook's Ferry Indian Band)

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

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

I/we understand that a failure to meet the repayment arrangements as noted above constitutes grounds for eviction as outlined in section 6.18(c) of the Housing Policy and the Tenancy Agreement.

Tenant Signature:	Date:
Tenant Signature:	Date:
Band Administration:	Date:

APPENDIX 10
Violation Notice

Date (dd/mm/yyyy): _____

Occupant's Name: _____

Unit/Lot #: _____

This is to advise you that you are in violation of the Housing Policy and/or a term of your Tenancy Agreement for the following reason:

We hereby serve you notice that you have **30 days** to remedy the breach. If after 30 days you have not remedied the breach, the Band Administration will take steps outlined in the Policy and the Tenancy Agreement.

If you have any questions regarding this matter, you can contact me or email me at:

On Behalf of the CFIB Band Administration
Band Manager

APPENDIX 11

Sample Private Rental Agreement



Residential Tenancy Agreement

Important Notes:

#RTB-1

The Residential Tenancy Branch (RTB) is of the opinion that this Residential Tenancy Agreement accurately reflects the *Residential Tenancy Act* (RTA) and accompanying regulations. The RTB makes no representations or warranties regarding the use of this Agreement. A landlord and tenant may wish to obtain independent advice regarding whether this agreement satisfies their own personal or business needs. For the rental of a manufactured home and a manufactured home site under a single tenancy agreement, use this agreement form. For the rental of a manufactured home site use the Manufactured Home Site Tenancy Agreement.

The words **tenant** and **landlord** in this tenancy agreement have the same meaning as in the RTA, and the singular of these words includes the plural. In this tenancy agreement, the words **residential property** have the same meaning as in the RTA. **Residential property** means a building, a part of a building or related group of buildings, in which one or more rental units or common areas are located; the parcel or parcels on which the building, related group of buildings or common areas are located; the rental unit and common areas and any other structure located on the parcel or parcels.

HOW TO COMPLETE THIS FORM ELECTRONICALLY: If you are accessing this agreement form from the B.C. Government Web site, it can be printed and completed by hand (*print clearly, using dark ink*) or filled out while at the computer workstation—simply type your responses in the boxes. If you cannot complete all the sections at the computer right away, you can print off what you have completed and fill in the remaining fields by hand. Note, you **cannot save** the completed form to your computer, therefore, after you complete the form, make sure you review the form for accuracy and print the number of copies you require **before** you leave the document or shut down the program/computer.

IF ADDITIONAL SPACE IS REQUIRED TO LIST ALL PARTIES, complete and attach Schedule of Parties (form RTB-26) RTB-26 used & attached: ☐

RESIDENTIAL TENANCY AGREEMENT between: (use full, correct legal names)

the LANDLORD(S): (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

last name	first and middle name(s)
last name	first and middle name(s)

and the TENANT(S):

last name	first and middle name(s)
last name	first and middle name(s)

ADDRESS OF PLACE BEING RENTED TO TENANT(s) (called the 'rental unit' in this agreement):

			B.C.	
unit	address	city	province	postal code

ADDRESS FOR SERVICE of the ☐ landlord ☐ landlord's agent:

unit	address	city	province	postal code

daytime phone number	other phone number	fax number for service	

1. APPLICATION OF THE RESIDENTIAL TENANCY ACT

- 1) The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the *Residential Tenancy Act* or a regulation made under that Act, or any standard terms. If a term of this tenancy agreement does contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void.
- 2) Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.
- 3) The requirement for agreement under subsection (2) does not apply to:
 - a) a rent increase given in accordance with the *Residential Tenancy Act*,
 - b) a withdrawal of, or a restriction on, a service or facility in accordance with the *Residential Tenancy Act*, or
 - c) a term in respect of which a landlord or tenant has obtained an arbitrator's order that the agreement of the other is not required.

2. LENGTH OF TENANCY (please fill in the dates and times in the spaces provided)

This tenancy starts on:

day	month	year

Length of tenancy: (please check a, b or c and provide additional information as requested)

This tenancy is:

☐ a) on a month-to-month basis

☐ b) for a fixed length of time:

length of time

ending on:

day	month	year

At the end of this fixed length of time: (please check one option, i or ii)

☐ i) the tenancy may continue on a month-to-month basis or another fixed length of time

☐ ii) the tenancy ends and the tenant must move out of the residential unit
If you choose this option, both the landlord and tenant must initial in the boxes to the right.

Landlord's
Initials

Tenant's
Initials

☐ c) other periodic tenancy as indicated below:

☐ weekly ☐ bi-weekly ☐ other:

--

3. RENT (please fill in the information in the spaces provided)

a) Payment of Rent:

The tenant will pay the rent of \$

--

 each (check one) ☐ day ☐ week ☐ month to the landlord on the first day of the rental period which falls on the (due date, e.g., 1st, 2nd, 3rd, 31st)

--

 day of each (check one) ☐ day ☐ week ☐ month subject to rent increases given in accordance with the RTA.

The tenant must pay the rent on time. If the rent is late, the landlord may issue a Notice to End Tenancy to the tenant, which may take effect not earlier than 10 days after the date the notice is given.

b) What is included in the rent: (Check only those that are included and provide additional information, if needed.)

The landlord must not terminate, or restrict a service or facility that is essential to the tenant's use of the rental unit as living accommodation, or that is a material term of the tenancy agreement.

- | | | | | |
|---|---|--|--|--|
| <input type="checkbox"/> Water | <input type="checkbox"/> Stove and Oven | <input type="checkbox"/> Window Coverings | <input type="checkbox"/> Storage | |
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Cablevision | <input type="checkbox"/> Garbage Collection | |
| <input type="checkbox"/> Heat | <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Laundry (free) | <input type="checkbox"/> Parking for <table border="1"><tr><td></td></tr></table> vehicle(s) | |
| | | | | |
| <input type="checkbox"/> Furniture | <input type="checkbox"/> Carpets | <input type="checkbox"/> Sheets and Towels | <input type="checkbox"/> Other: <table border="1"><tr><td></td></tr></table> | |
| | | | | |
| <input type="checkbox"/> Additional Information: <table border="1"><tr><td></td></tr></table> | | | | |
| | | | | |

4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

A. Security Deposits

The tenant is required to pay a security deposit of \$
by
day month year

B. Pet Damage Deposit not applicable

The tenant is required to pay a pet damage deposit of \$
by
day month year

- 1) The landlord agrees
 - a) that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the residential property,
 - b) to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the regulation, and
 - c) to repay the security deposit and pet damage deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless
 - i) the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
 - ii) the landlord applies for dispute resolution under the *Residential Tenancy Act* within 15 days of the end of the tenancy agreement to claim some or all of the security deposit or pet damage deposit.
- 2) The 15 day period starts on the later of
 - a) the date the tenancy ends, or
 - b) the date the landlord receives the tenant's forwarding address in writing.
- 3) If a landlord does not comply with subsection (1), the landlord
 - a) may not make a claim against the security deposit or pet damage deposit, and
 - b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both.
- 4) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

5. PETS

Any term in this tenancy agreement that prohibits, or restricts the size of, a pet or that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the rights and restrictions under the *Guide Dog and Service Dog Act*.

6. CONDITION INSPECTIONS

- 1) In accordance with sections 23 and 35 of the Act [condition inspections] and Part 3 of the regulation [condition inspections], the landlord and tenant must inspect the condition of the rental unit together
 - a) when the tenant is entitled to possession,
 - b) when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
 - c) at the end of the tenancy.
- 2) The landlord and tenant may agree on a different day for the condition inspection.
- 3) The right of the tenant or the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if that party does not comply with section 24 and 36 of the *Residential Tenancy Act* [consequences if report requirements not met].

7. PAYMENT OF RENT

- 1) The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a notice to end a tenancy to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.
- 2) The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 27 (2) of the Act.
- 3) The landlord must give the tenant a receipt for rent paid in cash.
- 4) The landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

8. RENT INCREASE

- 1) Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment. The landlord must use the approved Notice of Rent Increase form available from any Residential Tenancy Branch office or Service BC office.
- 2) A landlord must give a tenant 3 whole months notice, in writing, of a rent increase. [For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, including January 1st, there must be 3 whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.]
- 3) The landlord may increase the rent only in the amount set out by the regulation. If the tenant thinks the rent increase is more than is allowed by the regulation, the tenant may talk to the landlord or contact the Residential Tenancy Branch for assistance.
- 4) Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase from the Residential Tenancy Branch.

9. ASSIGN OR SUBLET

- 1) The tenant may assign or sublet the rental unit to another person with the written consent of the landlord. If this tenancy agreement is for a fixed length of 6 months or more, the landlord must not unreasonably withhold consent. Under an assignment a new tenant must assume all of the rights and obligations under the existing tenancy agreement, at the same rent. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.
- 2) If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may apply for dispute resolution under the *Residential Tenancy Act*.

10. REPAIRS

- 1) Landlord's obligations:
 - a) The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.
 - b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may

seek an arbitrator's order under the *Residential Tenancy Act* for the completion and costs of the repair.

2) Tenant's obligations:

- a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. The tenant is not responsible for reasonable wear and tear to the residential property.
- b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may seek a monetary order through dispute resolution under the *Residential Tenancy Act* for the cost of repairs, serve a notice to end a tenancy, or both.

3) Emergency Repairs:

- a) The landlord must post and maintain in a conspicuous place on the residential property, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.
- b) If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord reasonable time to complete the repairs.
- c) If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.
- d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and are limited to repairing
 - i) major leaks in pipes or the roof,
 - ii) damaged or blocked water or sewer pipes or plumbing fixtures,
 - iii) the primary heating system,
 - iv) damaged or defective locks that give access to a rental unit, or
 - v) the electrical systems.

11. OCCUPANTS AND GUESTS

- 1) The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit.
- 2) The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.
- 3) If the number of occupants in the rental unit is unreasonable, the landlord may discuss the issue with the tenant and may serve a notice to end a tenancy. Disputes regarding the notice may be resolved through dispute resolution under the *Residential Tenancy Act*.

12. LOCKS

- 1) The landlord must not change locks or other means of access to residential property unless the landlord provides each tenant with new keys or other means of access to the residential property.
- 2) The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.
- 3) The tenant must not change locks or other means of access to
 - a) common areas of residential property, unless the landlord consents to the change, or
 - b) his or her rental unit, unless the landlord consents in writing to, or an arbitrator has ordered, the change.

13. LANDLORD'S ENTRY INTO RENTAL UNIT

- 1) For the duration of this tenancy agreement, the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the rental unit.
- 2) The landlord may enter the rental unit only if one of the following applies:
 - a) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant a written notice which states
 - i) the purpose for entering, which must be reasonable, and
 - ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;
 - b) there is an emergency and the entry is necessary to protect life or property;
 - c) the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;
 - d) the tenant has abandoned the rental unit;
 - e) the landlord has an order of an arbitrator or court saying the landlord may enter the rental unit;

- f) the landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.

- 3) The landlord may inspect the rental unit monthly in accordance with subsection (2) (a).
- 4) If a landlord enters or is likely to enter the rental unit illegally, the tenant may apply for an arbitrator's order under the *Residential Tenancy Act*, to change the locks, keys or other means of access to the rental unit and prohibit the landlord from obtaining entry into the rental unit. At the end of the tenancy, the tenant must give the key to the rental unit to the landlord.

14. ENDING THE TENANCY

- 1) The tenant may end a monthly, weekly or other periodic tenancy by giving the landlord at least one month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month. [For example, if the tenant wants to move at the end of May, the tenant must make sure the landlord receives written notice on or before April 30th.]
- 2) This notice must be in writing and must
 - a) include the address of the rental unit,
 - b) include the date the tenancy is to end,
 - c) be signed and dated by the tenant, and
 - d) include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy.
- 3) If this is a fixed term tenancy and the agreement does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the *Residential Tenancy Act*.
- 4) The landlord may end the tenancy only for the reasons and only in the manner set out in the *Residential Tenancy Act* and the landlord must use the approved notice to end a tenancy form available from the Residential Tenancy Branch.
- 5) The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.
- 6) The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.

15. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

16. RESOLUTION OF DISPUTES

Either the tenant or the landlord has the right to apply for dispute resolution to resolve a dispute, as provided under the *Residential Tenancy Act*.

17. ADDITIONAL TERMS

- a) Write down any additional terms which the tenant and the landlord agree to. Additional terms may cover matters such as pets, yard work, smoking and snow removal. Additional pages may be added.
- b) Any addition to this tenancy agreement must comply with the *Residential Tenancy Act* and regulations, and must clearly communicate the rights and obligations under it. If a term does not meet these requirements, or is unconscionable, the term is not enforceable.
- c) Attached to this tenancy agreement, there ☐ is ☐ is not an Addendum

If there is an Addendum attached, provide the following information on the Addendum that forms part of this tenancy agreement:

Number of pages of the Addendum:

Number of additional terms in the Addendum:

By signing this tenancy agreement, the landlord and the tenant are bound by its terms.

LANDLORD(S): (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

last name first and middle name(s)
Signature: _____ **Date:** _____

last name first and middle name(s)
Signature: _____ **Date:** _____

TENANT(S):

last name first and middle name(s)
Signature: _____ **Date:** _____

last name first and middle name(s)
Signature: _____ **Date:** _____

General Information about Residential Tenancy Agreements

Important Legal Document – This tenancy agreement is an important legal document. Keep it in a safe place.

Additional Terms – Any additional terms cannot contradict or change any right or duty under the RTA or this tenancy agreement.

Amendment of the RTA – The RTA or a regulation made under the RTA, as amended from time to time, take priority over the terms of this tenancy agreement.

Condition Report – The landlord and tenant are required to inspect the residential unit together at the beginning and end of the tenancy and complete a written condition report. If the landlord allows the tenant to have a pet after the start of the tenancy, an inspection report must be done on the day the tenant starts keeping a pet or on another day mutually agreed to by the landlord and tenant, unless the tenancy started on or after January 1, 2004, and a condition inspection report was completed at that time. A report may describe any damage, how clean each room is, and the general condition of the residential unit including: the floors, carpets, appliances, and paint on the walls. The report must be signed and dated by both the landlord and the tenant who made the inspection, and each should keep a copy.

Change of Landlord – A new landlord has the same rights and duties as the previous one and must follow all the terms of this agreement unless the tenant and new landlord agree to other terms.

Resolution of Disputes – If problems or disagreements arise, the landlord and tenant should try to talk to each other to find a solution. If they still cannot agree, either may contact the Residential Tenancy Branch for clarification of their rights and responsibilities or an intervention. If no agreement is reached, a landlord or a tenant may apply for a dispute resolution to get a decision. Many, but not all, kinds of disagreements can be decided by dispute resolution.

FOR MORE INFORMATION

RTB website: www.gov.bc.ca/landlordtenant

Public Information Lines 1-800-665-8779 (toll-free) Greater Vancouver 604-660-1020 Victoria 250-387-1602

APPENDIX 12
Rental Agreement

This Residential Tenancy Agreement is made on _____, 20__ (the “**Agreement**”)

BETWEEN:

Cook’s Ferry Indian Band
Box 130, 3691 Deer Lane, Spences Bridge, BC V0K 2L0

(the “**Landlord**”)

AND:

(the “**Tenant**”)

Being collectively the parties (“**Parties**”) to this agreement.

IN CONSIDERATION OF THE MUTUAL PROMISES SET OUT IN THIS AGREEMENT, THE SUFFICIENCY OF WHICH IS AGREED TO BY BOTH PARTIES, THE PARTIES AGREE AS FOLLOWS:

1. APPLICATION OF THE COOK’S FERRY INDIAN BAND HOUSING POLICY

- a) The Landlord administers its rental housing program pursuant to the Cook’s Ferry Indian Band Housing Policy (“**Housing Policy**”), which applies to and forms part of this agreement. By signing this agreement, the Tenant acknowledges that he or she has read and understood the Housing Policy and agrees to be bound by both the terms of this agreement and the Housing Policy, as amended from time to time. In the event of any inconsistency between this agreement and the Housing Policy, this agreement shall prevail.

2. TENANT INFORMATION

Primary Tenant

Full name: _____

Mailing Address: _____

Phone #1: _____

Phone #2: _____

Email Address: _____

Membership No.: _____

Co-Tenant (if applicable)

Full name: _____

Mailing Address: _____

Phone #1: _____

Phone #2: _____

Email Address: _____

Membership No.: _____

3. THE RENTAL PROPERTY

- a) The Landlord holds the right of possession to the rental property known as:

Band Lot #: _____

House #: _____

Address: _____

Type of Dwelling: _____ BR#: _____ Hydro: _____

("Rental Unit")

4. AGREEMENT TO RENT

- a) The Landlord agrees to rent the Rental Unit to the Tenant for use and occupation as a residential dwelling on the terms and conditions set out in this agreement, and the Tenant agrees to rent the Rental Unit and pay Rent to the Landlord in accordance with these terms.

5. CHANGES TO THIS AGREEMENT

- a) The Landlord may make changes to this agreement from time to time and, subject to paragraph 5(b), any change or addition to this agreement must be agreed to in writing by the Parties and appended to this agreement.
- b) Notwithstanding paragraph 5(a), the Landlord may amend or alter this agreement at its sole discretion and without the Tenant's agreement or consent as it applies to the following:
- i) an increase to Rent;
 - ii) a withdrawal of, or a restriction on, a service or facility;
 - iii) eviction for cause;
 - iv) pets;
 - v) access and inspection for purposes of health and safety; and
 - vi) access for purposes of asset protection and maintenance.

6. AUTHORIZED OCCUPANTS

- a) Only the following persons are authorized to occupy the Rental Unit on a permanent basis (continual residence for a period of 21 or more days):

Name	Member #	Birth Date	Gender

(collectively, the “**Authorized Occupants**”)

- b) The Rental Unit shall not have more than _____ Authorized Occupants.
- c) The Landlord shall not unreasonably prevent the Tenant from having guests in the Rental Unit.
- d) The Tenant may permit visitors to stay at the Rental Unit for up to 20 consecutive days.
- e) The Tenant may request in writing the Landlord’s consent to amend the list of Authorized Occupants to add or remove persons from the list. If the Landlord agrees, such consent shall be given in writing and appended to this agreement, along with the amended list of Authorized Occupants.
- f) The Tenant shall be responsible for the actions of all Authorized Occupants and guests. If the Tenant allows persons who are not Authorized Occupants to occupy the Rental Unit on a permanent basis without the Landlord’s prior written consent, then the Tenant shall be in default under this agreement and may be evicted for cause.

7. TERM AND TERMINATION

- a) The Tenant’s right to occupy the Rental Unit starts on the _____ day of _____, 20____, and expires on the 31st of March immediately following that date (the “**Term**”).
- b) Provided that the Tenant is in compliance with the terms and conditions of this agreement and the Housing Policy, the Parties may renew this agreement for a period of one year, expiring on March 31st of the year immediately following the date of renewal at the end of the Term (the “**Subsequent Term**”) and at the end of each Subsequent Term thereafter.
- c) If the Tenant does not wish to renew this agreement upon the expiry of the Term or Subsequent Term, the Tenant shall provide the Landlord with written notice of non-renewal 30 days prior to the end of the Term or Subsequent Term and shall vacate the Rental Unit at the end of the Term or Subsequent Term in accordance with section 16 of this agreement.
- d) Notwithstanding paragraph 7(c), if the Term begins after March 1st, the Tenant may give the Landlord written notice of non-renewal at any time during the Term and shall vacate the Rental Unit at the end of the Term in accordance with section 16 of this agreement.
- e) If the Parties do not renew this agreement at the end of the Term or Subsequent Term, and the Tenant has not given written notice of non-renewal, then a new tenancy from month to month shall be created and shall be subject to the terms and conditions of this agreement insofar as they are applicable to a month to month tenancy.
- f) The Landlord may terminate a month to month tenancy created pursuant to paragraph 7(e) at any time upon giving the Tenant 30 days written notice of termination.
- g) The Parties may mutually agree in writing to terminate this agreement at any time during the Term or Subsequent Term, and such agreement will specify the date on which the Tenant will vacate the Rental Unit.
- h) The Landlord may terminate this agreement for cause at any time in accordance with section 14 (Eviction) of this Agreement.
- i) The Tenant may terminate this agreement at any time by providing 30 days written notice to the Landlord, and is responsible for payment of any Rent coming due within the 30 day period. Such written notice must:
 - i) include the address of the Rental Unit;
 - ii) include the date of termination; and
 - iii) be signed and dated by the Tenant.
- j) The Tenant acknowledges and agrees that once notice of termination has been given by either Party to the other, the Landlord may enter the Rental Unit to show the Rental Unit to prospective tenants upon 24 hours written notice to the Tenant. The Tenant shall be liable for any damages the Landlord may experience, including but not limited to lost rent, for any interference or obstruction by or on behalf of the Tenant with the Landlord’s efforts to enter the Rental Unit for this purpose.

- k) If the Tenant moves out of the Rental Unit without providing 30 days notice as required under this agreement, he or she shall be responsible for paying the Rent for the following month.

8. RENT

- a) The Tenant agrees to pay rent in the amount of \$_____ to the Landlord on or before the 1st day of each month (the “**Rent**”). This paragraph is subject to any Rent increases given in accordance with this agreement and the Landlord’s Housing Policy.
- b) The Tenant shall pay the first month’s Rent to the Landlord prior to moving into the Rental Unit.
- c) Where the Term begins on a day that is other than the first day of a month, then the Tenant shall pay to the Landlord a pro-rated Rent of \$_____ prior to moving into the Rental Unit to cover the period beginning on the _____ of _____ and ending on the last day of such month.
- d) The Landlord will accept payment by cash, certified cheque, money order or bank draft. Payment is to be made at the Finance Office in the Cook’s Ferry Indian Band administration building.
- e) The Landlord may review the Rent each year on the anniversary date of this agreement, and may increase the Rent for the following year, by up to **0%** per year, or in accordance with the CMHC operating budget.
- f) The Landlord shall give the Tenant at least three months written notice before the date any Rent increase is to become effective.
- g) Where there is more than one Tenant under this agreement, each Tenant is jointly and severally liable for the full amount of the Rent.
- h) The Rent includes the following equipment and services (check all that apply):

<input type="checkbox"/>	Water	<input type="checkbox"/>	Stove and oven
<input type="checkbox"/>	Sewer	<input type="checkbox"/>	Refrigerator
<input type="checkbox"/>	Garbage pick-up	<input type="checkbox"/>	Carpets
<input type="checkbox"/>	Road maintenance	<input type="checkbox"/>	Washer
<input type="checkbox"/>	Snow removal	<input type="checkbox"/>	Dryer
<input type="checkbox"/>	Other (specify):	<input type="checkbox"/>	Heating System (specify, e.g. baseboards, woodstove, furnace, heat pump):

- i) The Rent does not include electricity, heat/fuel, cable/internet or telephone. The Tenant is solely responsible for arranging and paying for any and all equipment and services not included in the Rent.
- j) If the Tenant receives regular payments of wages or honoraria from the Landlord’s payroll, or is otherwise on the Landlord’s payroll, then the Tenant (circle one) **does / does not** agree that the Landlord may deduct the Rent from the Tenant’s wage or honorarium cheques.

Initials: Landlord Tenant

9. SECURITY DEPOSIT

- a) Upon execution of this agreement, the Tenant will pay to the Landlord a security deposit equivalent to one month’s Rent to be held by the Landlord against proper performance of the Tenant’s covenants under this agreement (the “**Security Deposit**”), unless the Tenant receives social assistance, in which case no Security Deposit is required.
- b) The Landlord acknowledges receipt from the Tenant of \$_____ as the Security Deposit on _____, 20____.

Initials: Landlord Tenant

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OR

The Landlord acknowledges that the Tenant receives social assistance and is not required to provide a Security Deposit.

Initials: Landlord Tenant

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- c) The Security Deposit, plus accrued interest, will be reimbursed to the Tenant within 30 days of the Tenant vacating the Rental Unit, unless:
 - i) the Tenant does not leave the Rental Unit in the condition as required under Section 17 (Vacating the Rental Unit) of this agreement; or
 - ii) the Tenant has unpaid Rent or rental arrears or otherwise owes the Landlord money under this agreement.
- d) The Landlord is entitled to use the Security Deposit to:
 - i) pay for the cost of repairing any damage to the Rental Unit not caused by normal wear and tear; and/or
 - ii) cover any unpaid Rent or rental arrears or other amounts which the Tenant owes to the Landlord in accordance with this agreement.
- e) Any portion of the security deposit remaining after the Landlord has used the Security Deposit in accordance with paragraph 9(c) shall be reimbursed to the Tenant.

10. FAILURE TO PAY RENT/RENTAL ARREARS

- a) The Tenant must pay the Rent on time. Rent is late and in arrears if the full amount is not paid on or before the day it is due.
- b) If the Tenant fails to pay the Rent on time, the Landlord shall send the Tenant a first notice 7 days after the date the Rent came due. The Tenant shall immediately pay the rental arrears in full or meet with the Landlord to enter into an Arrears Recovery Agreement, which will include the amount of each repayment installment and the date the payment is due.
- c) If after 20 days of the due date, no payment has been received, a second written notice (Appendix 6 of Housing Policy) will be delivered along with a scheduled time for a meeting between the Tenant and the Landlord to discuss the situation and to make arrangements for the repayment of the rental arrears by entering into an Arrears Recovery Agreement.
- d) If after 30 days of the due date no payment has been made or no Arrears Recovery Agreement has been entered into, a written Final Notice (Appendix 7 of Housing Policy) will be delivered to the Tenant advising the Tenant(s) that they have 10 working days to make full payment of the arrears plus the current month's rent. Both the Tenant(s) and the Band Administration must agree to all Repayment Agreements in writing.
- e) As a last resort, if at the end of the 10 day period, the Tenant(s) has not made a payment or the Tenant has failed to enter into and/or comply with the terms of an Arrears Recovery Agreement, an eviction notice shall be delivered to the Tenant and the Tenant will have 48 hours to vacate the Rental Unit.

11. USE OF THE RENTAL UNIT

- a) Subject to this agreement, the Tenant shall not use, or permit others to use, the Rental Unit for any purpose other than as a residential dwelling.
- b) The Tenant shall not operate, or permit others to operate, a home-based business from the Rental Unit without the prior written permission of the Landlord.
- c) The Tenant shall not sell, or permit others to sell, drugs, alcohol or any illicit goods or services from the Rental Unit. If the Landlord determines, in its sole discretion and acting reasonably, that a person residing at the Rental Unit is selling drugs, alcohol or any illicit goods or services from the Rental Unit, then the Landlord may terminate this agreement for cause and an eviction notice will be issued.
- d) The Tenant shall not disturb the peace, and shall not permit others to disturb the peace, in or around the Rental Unit. If the Landlord determines, in its sole discretion, and acting reasonably, that a person residing at the Rental Unit has a pattern of behavior that persistently disturbs the peace in or around the Rental Unit, then the Landlord may terminate this agreement for cause and an eviction will be issued.
- e) The Tenant shall not keep pets or permit pets to be kept at the Rental Unit, except as provided for under this agreement. The Tenant shall not make any alterations to the Rental Unit, or to the use and occupation of the Rental Unit, without the prior written permission of the Landlord.

12. PETS (APPENDIX 16)

- a) All pets kept at the Rental Unit must comply with the CFIB Pet Policy in Appendix 16. A Tenant who does not comply with the Pet Policy will result in the potential removal of the Pet at the Tenants cost.
- b) The Tenant shall comply with any Cook's Ferry Indian Band Pet Policy & Animal Control Bylaw at all times.
- c) The Tenant shall meet his/her obligations for care of the Rental Unit and property as outlined in this agreement, the Housing Policy and the pet policy addendum to this agreement.
- d) The Tenant will be solely responsible for any damage to the Rental Unit that is caused by his/her pet(s).

13. TEMPORARY TRANSFER OF RENTAL UNIT TO BAND MEMBER

- a) A Tenant may not sublet the Rental Unit but may in certain circumstances apply to transfer a Rental Unit to another Band Member. Transfers related to Rental Units are only permitted in accordance with this Section 5.14 of the Housing Policy. For greater certainty, a Tenant wishing to transfer a Unit to another Band Member remains responsible for the Unit until such a time as another Band Member enters into a Tenancy Agreement with the Band Administration with respect to the Rental Unit.

14. EVICTION

- a) If the Tenant fails to perform or observe any of his or her covenants in this agreement or in the Housing Policy, or otherwise breaches the terms of this agreement or the Housing Policy, the Landlord may terminate this agreement for cause and issue an eviction notice, and thereupon the tenancy and the Tenant's rights under this Agreement shall cease absolutely, without right of re-entry, and the Landlord or its agent may re-enter the Rental Unit or any part of it, and thereafter have, possess and enjoy it as if this agreement had not been made.
- b) Without limiting the generality of the preceding paragraph 14(a), the Landlord may, at its sole discretion, issue an eviction notice if one or more of the following applies:
 - i) the Tenant fails to pay the Security Deposit within 30 days of the execution of this agreement;
 - ii) the Landlord determines that the Tenant made false declarations on his or her housing application and was allocated the Rental Unit as a result of the false declarations;
 - iii) the Tenant, an Authorized Occupant and/or guest is convicted of engaging in illegal activities in the Rental Unit;

- iv) the Tenant, an Authorized Occupant and/or guest has caused willful and/or extraordinary damage to the Rental Unit and/or the Landlord's property within the Rental Unit;
 - v) the Tenant, an Authorized Occupant and/or guest has caused a nuisance or an on-going disturbance to the community or has adversely affected or is likely to adversely affect the health, safety or well-being of the community;
 - vi) the Tenant ceases to be a member of the Cook's Ferry Indian Band or there are no Authorized Occupants who are members of the Cook's Ferry Indian Band;
 - vii) the Tenant does not repair, clean and/or maintain the Rental Unit as required under this agreement; and/or
 - viii) the Tenant has failed to comply with a material term of this agreement.
- c) Upon receiving an eviction notice, the Tenant shall have 48 hours to vacate the Rental Unit and shall leave the Rental Unit in the condition required under paragraph 16(b) of this agreement.

15. CONDITION INSPECTIONS

- a) The Landlord and Tenant shall jointly inspect the condition of the Rental Unit:
- i) upon execution of this agreement and prior to the Tenant moving into the Rental Unit;
 - ii) at any time when the Tenant starts keeping a pet during the tenancy;
 - iii) at the end of the tenancy;
 - iv) at any time as may be required by CMHC; and
 - v) at any other time as the Landlord may reasonably require.
- b) The Landlord may enter and inspect the Rental Unit at any time and for any reason with 24 hours prior written notice to the Tenant.
- c) The Landlord may enter and inspect the Rental Unit without notice to the Tenant if one or more of the following applies:
- i) there is an emergency and the entry is necessary to protect life or property;
 - ii) the Tenant gives the Landlord permission; or
 - iii) there is evidence that the Tenant has abandoned the Rental Unit for a period of 30 or more consecutive days.

16. VACATING THE RENTAL UNIT

- a) The Tenant shall deliver up vacant possession of the Rental Unit to the Landlord on or before 1:00 p.m. of the day the tenancy and this agreement are deemed to end (the "**Termination Date**"). Vacant possession means removing all persons and personal possessions from the Rental Unit and the premises and returning all keys and access devices to the Landlord.
- b) On or before the Termination Date, the Tenant shall leave the Rental Unit in a clean, undamaged condition to facilitate immediate re-rental. Re-rentable condition means:
- i) floors and walls are cleaned and washed;
 - ii) carpets vacuumed and cleaned, all stains shampooed out;
 - iii) all electric light bulbs functioning and in place
 - iv) all light fixtures whole and undamaged;
 - v) refrigerator and/or freezer cleaned of all food and stains and defrosted;
 - vi) range cleaned and free of all grease/debris inside and out, all fuses in working order;
 - vii) all surfaces cleaned and all storage fixtures (cabinets, closets, etc.) empty and clean;
 - viii) all garbage removed from Rental Unit;
 - ix) washer and dryer cleaned inside and out; and
 - x) all debris cleaned out from under or behind any appliances.
- c) The Tenant shall be liable for any expense or loss incurred by the Landlord due to the failure of the Tenant to vacate the Rental Unit promptly and as required, or to leave it in an immediately re-rentable condition.

17. INSURANCE AND INDEMNITY

- a) The Tenant is solely responsible for insuring his or her own personal property at his or her own expense against loss from any and all causes. The Landlord, including the Cook's Ferry Indian Band Housing Department shall in no event be responsible for the loss, destruction, theft of, or damages to such property.
- b) The Tenant shall indemnify and save the Landlord harmless from all liabilities, fines, suits and claims of any kind for which the Landlord may be liable or suffer by reason of the Tenant's occupancy of the Rental Unit.
- c) The Tenant shall not do, or omit to do, anything which may render void or voidable any policy of insurance held by the Landlord generally and/or the Cook's Ferry Indian Band Housing Department specifically.
- d) The Landlord shall maintain basic insurance for the Rental Unit in case of damage or destruction caused by fire, earthquake, flooding or other act of God. In the event of a claim, the CFIB will retain the actual cost to replace the appliance and other insured contents with the balance, if any, paid to the Tenant.
- e) The Tenant shall be responsible to pay the deductible on the Landlord's insurance for any claims arising as a result of wilful damage to the Rental Unit caused by the Tenant, an Authorized Occupant and/or guest.

18. MAINTENANCE

Landlord Responsibilities

- a) The Landlord shall perform and/or bear the cost of repairs that are deemed to be the Landlord's responsibility under the terms of this agreement and as detailed in Schedule "A" to this agreement.
- b) The Landlord is responsible for major repairs and replacements, repairs arising from normal wear and tear, and preventative maintenance necessary to ensure compliance with health and safety standards and/or to extend the useful life of the Rental Unit, unless the repair or replacement is required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.
- c) Subject to paragraph 14(b) and funding availability, the Landlord is responsible for the following major repairs and replacements:
 - i) roof repairs;
 - ii) plumbing repairs;
 - iii) hot water tank replacement;
 - iv) electrical system repairs;
 - v) major structural repairs;
 - vi) electrical fixture replacement;
 - vii) repairing or replacing appliances owned by the Landlord;
 - viii) replacing broken windows and screens;
 - ix) repairing and replacing floors, doors and cupboards;
 - x) repairing or replacing locks;
 - xi) repair of damage or vandalism that has been reported to the Landlord by the Tenant within ____ hours/days of its occurrence, that is not attributed to the negligence or wilful act of the Tenant, another Authorized Occupant, or guest of the Tenant, as determined by the Landlord, acting reasonably; and
 - xii) any other major repairs or replacements deemed reasonable by the Landlord.

(collectively, the "Landlord Repairs").
- d) The Tenant shall provide the Landlord with written notice of any Landlord Repairs that may be required and the Landlord shall have a reasonable time to perform the Landlord Repairs.
- e) The Tenant shall ensure that any area where the Landlord is to perform Landlord Repairs is safe and free of clutter, waste and/or other hazards that could render the performance of the Landlord Repairs hazardous.

Tenant Responsibilities

- f) The Tenant shall be directed to carry out and/or bear the cost of repairs that are deemed to be the Tenant's responsibility under the terms of this agreement and as detailed in Schedule "A" to this agreement.
- g) The Tenant is responsible for general maintenance, cleaning, decorative repairs, and minor day-to-day repairs and replacements and is solely responsible for the carrying out and/or bearing the cost of all repairs and replacements required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.
- h) If the Tenant fails to carry out a repair or replacement for which he/she is deemed responsible within a reasonable time, the Landlord may perform the repair or replacement and invoice the Tenant for the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this agreement.
- i) The Tenant shall keep the grounds surrounding the Rental Unit clean, the grass cut and free of refuse, animal waste, uninsured and/or inoperable vehicles or vessels, vehicle parts, equipment, appliances, and debris such as building materials. If the Landlord has to remove any of these items or do yard clean up then the Tenant will be invoiced the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this agreement.
- j) The Tenant is not responsible for replacements or repairing damage that is caused by normal wear and tear. For greater clarity, normal wear and tear is unavoidable deterioration to the Rental Unit and its fixtures that naturally and inevitably occurs as a result of normal use or aging and includes some matting of carpeting, a few nail holes, and some fading or yellowing of paint, but does not include stains or burns on the carpet, broken windows, broken or missing blinds or window coverings, gouges in the doors or walls, infestations caused by pets or negligence, pet scratches on molding or doors, or damage caused by the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.
- k) The Tenant shall immediately report all damage to the Rental Unit to the Landlord within 3 days, or immediately if the damage is in relation to an accident, break or defect in water, heating or electrical systems, or is otherwise of a nature sufficient to constitute an emergency.
- l) The Tenant shall be responsible for all costs, including applicable insurance deductibles, associated with repairs to the Rental Unit and/or replacement of any fixtures and/or appliances, where the damage has been caused or permitted to occur from the willful or negligent conduct of the Tenant, an Authorized Occupant or a guest.
- m) The Landlord may require the Tenant to undertake reasonable repair or maintenance on the Rental Unit by written notice within a specified time where the repair or maintenance is the responsibility of the Tenant under this agreement.
- n) If the Tenant fails to carry out a repair or replacement for which he/she is deemed responsible within the time specified in the notice given under paragraph 18(m) the Landlord may perform the repair or replacement and invoice the Tenant for the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this agreement.
- o) The Landlord may charge any amounts owing for invoices given to the Tenant under this section as Additional Rent and any such Additional Rent shall be payable as Rent in accordance with section 8 (Rent) of this Agreement.
- p) The Tenant must receive written permission from the Landlord prior to making any major repairs, alterations, additions or improvements to the Rental Unit and, where applicable, is responsible for obtaining any permits or licenses required under any Cook's Ferry Indian Band policy or law.
- q) If the Tenant makes an alteration, addition or improvement to the Rental Unit without first obtaining permission from the Landlord, the Tenant shall be solely responsible for returning the Rental Unit to its original condition at the Tenant's own expense and at no cost to the Landlord. The Tenant shall not be reimbursed for any alteration, addition or improvement he/she completed at his/her own expense.
- r) Except where otherwise agreed to in writing by the Parties, all improvements to the Rental Unit will become the property of the Landlord upon the termination of this agreement.

19. EMERGENCY REPAIRS

- a) **“Emergency Repairs”** are repairs that are urgent and necessary for the health and safety of persons or the preservation or use of the Rental Unit, and are limited to repairs to:
- i) major leaks in pipes or the roof;
 - ii) damaged or blocked water or sewer pipes or plumbing fixtures;
 - iii) the primary heating system;
 - iv) the electrical system;
 - v) deficiencies to the integrity of the structure; and
 - vi) any other damage that poses an immediate and urgent jeopardy to the Rental Unit or to the health and safety of persons.
- b) The Landlord shall post and maintain in a conspicuous place at the Rental Unit, or give to the Tenant in writing, the name, telephone number and email address of the designated contact person for Emergency Repairs.
- c) If Emergency Repairs are required:
- i) the Tenant shall contact the designated contact person immediately and without delay;
 - ii) the Tenant will make at least two attempts to contact the designated contact person, and shall give the Landlord a reasonable time to complete the Emergency Repairs;
 - iii) if the Landlord does not complete the Emergency Repairs within a reasonable time, the Tenant may undertake the Emergency Repairs, and claim reimbursement from the Landlord upon presentation of a receipt; and
 - iv) the Landlord may take over completion of the Emergency Repairs from the Tenant at any time.

20. LOCKS & FORCED ENTRY

- a) The Landlord shall not change locks or other means of access to the Rental Unit except in the case of eviction or of forced entry by a third party.
- b) If the Rental Unit locks or door frame are damaged as a result of forced entry by a third party, the Landlord shall repair the locks, hardware, door and/or frame.
- c) The Tenant shall not change locks or other means of access to the Rental Unit, without the Landlord’s prior written consent.

21. QUIET ENJOYMENT OF THE RENTAL UNIT

- a) For the duration of this agreement, the Rental Unit is the Tenant’s home and the Tenant is entitled to quiet enjoyment and exclusive use of the Rental Unit, reasonable privacy, and freedom from unreasonable disturbance.

22. ABANDONMENT

- a) The Rental Unit is deemed to be abandoned if the Tenant has been absent from the Rental Unit for 30 or more consecutive days without the Landlord’s prior written consent and the Rent and/or utility payments are unpaid for 30 days or more and the Tenant has not communicated with the Landlord regarding the rental arrears.
- b) If the Rental Unit is abandoned, this agreement is terminated and the Landlord may re-enter the Rental Unit and such re-entry may be made without notice to the Tenant and without liability for damage or prosecution.
- c) If the Tenant leaves any personal property at or in the abandoned Rental Unit, the Tenant will have 5 days from the date the Rental Unit is deemed abandoned to obtain permission from the Landlord to enter the Rental Unit and remove the personal property, after which, the Landlord may dispose of the personal property at its sole discretion.
- d) If the Rental Unit is abandoned, the Tenant shall be liable to the Landlord for:
- i) any costs the Landlord incurs to store and dispose of any of the Tenant’s personal property remaining at or in the Rental Unit and to repair, clean or otherwise bring the Rental Unit into re-rentable condition; and
 - ii) Rent for the month following the date the Rental Unit is deemed abandoned and any outstanding rental arrears.

- e) The Landlord may apply any proceeds of disposition of the Tenant's personal property to the costs and debts set out in paragraph 22 (d) and may claim for any deficiency outstanding, and recovery of these amounts shall constitute damages recoverable by the Landlord as a consequence of the breach of this agreement by the Tenant.

23. LIABILITY

- a) The Landlord shall not, in any event whatsoever, be liable or responsible in any way for:
 - i) any personal injury or death that may be suffered or sustained by the Tenant, an Authorized Occupant, or any agent or guest or any other person who may be in or at the Rental Unit;
 - ii) any loss or damage or injury to any property, including cars and contents thereof belonging to the Tenant, or to an Authorized Occupant or to any other person while such property is at or in the Rental Unit;
 - iii) without limiting the generality of the foregoing, any damages to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Rental Unit, or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any place or quarter;
 - iv) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring;
 - v) any damage to or loss of any property left at or in the Rental Unit subsequent to the Tenant giving up possession of the Rental Unit whether or not said deliver of possession by the Tenant was voluntary, whether caused or attributable to anything done or omitted to be done by the Landlord or any other person; or
 - vi) any damage to or loss of property incurred by the Tenant as a result of an Act of God, including but not limited to the following: severe storm; lightning; flood; earthquake; infestation of vermin; and insects.

24. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

- a) The Landlord shall give the Tenant a copy of this agreement promptly and in any event within 21 days of executing the agreement.

25. RESOLUTION OF DISPUTES

- a) If there is a dispute between the Parties with respect to the rights and obligations of the Parties under this agreement, the terms of this agreement, or any other matter related to this agreement, such dispute shall be resolved through the appeal process set out in the Housing Policy.
- b) If the Parties are unable to resolve the dispute through the appeal process in the Housing Policy, the dispute may then be resolved through an independent third party arbitrator identified and selected by the Landlord. All decisions of the arbitrator shall be final.

26. LEGAL

- a) Nothing in this agreement constitutes an allotment under s. 20 of the *Indian Act*, and shall not be construed as evidence of an intention by the Landlord to transfer legal possession of lands set apart for the use and benefit of the members of Cook's Ferry Indian Band, in common.
- b) Failure by the Landlord to enforce any provision of this agreement does not constitute a waiver of that provision and the Landlord is not stopped from enforcing such provision at any time.

27. NOTICE

- a) All notices under this agreement are to be given in writing and shall be deemed to have been received by the other party:

- i) if by hand or courier, on the date of delivery;
- ii) if by mail or registered mail, that date 5 business days after mailing; and
- iii) if by fax or email, on the date of transmission or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business on the first working day following the transmission.

b) Notice to the Tenant may be given by:

- i) hand delivery to the Tenant;
- ii) ordinary or registered mail to the Tenant's residential address as provided in section 2 of this agreement;
- iii) leaving a copy with an adult who apparently resides with the Tenant;
- iv) leaving a copy in a mail box or mail slot for the address at the Rental Unit;
- v) attaching a copy to a door or other conspicuous place on the Rental Unit; or
- vi) transmitting a copy to a fax number or email address provided by the Tenant.

c) Notice to the Landlord may be given by:

- i) hand delivery to the Landlord's Housing Manager or the Housing Department Receptionist;
- ii) ordinary or registered mail to the Landlord's Housing Department;
- iii) leaving a copy at the Landlord's Housing Department in such place as may be designated by the Landlord for such delivery;
- iv) attaching a copy to the front door of the Landlord's Housing Department; or
- v) transmitting a copy to the Landlord's Housing Department's fax number or email address.

28. GENERAL

- a) Time is of the essence in this agreement.
- b) All payments to the Landlord under this agreement will be provided to _____ and will be made by cash, cheque, bank draft, or money order or made payable to _____.
- c) Words in the singular include the plural form, unless the context otherwise requires.
- d) This agreement, the Schedules to this agreement, and the Housing Policy, constitute the entire agreement between the Parties pertaining to the subject matter of this agreement, and supersedes all previous or collateral understandings, representations, undertakings, statements or other agreements.

29. ADDITIONAL TERMS

The following are additional terms agreed to by the Landlord and the Tenant (e.g. parking, smoking, etc.).

Initials: Landlord

Tenant

30. ACCEPTANCE

- a) The Tenant acknowledges that he or she has read this agreement, the Schedules to this agreement and the Housing Policy, and that he or she understands and agrees with the provisions of this agreement, its Schedules and the Housing Policy, and that he or she has had the opportunity to seek independent legal advice with respect to this agreement.

The parties have executed this Agreement in on _____, 20_____.

Signed by COOK'S FERRY INDIAN BAND)
AUTHORIZED SIGNATORY at _____)
in the Province of _____ day of _____)
20_____, in the presence of:)

_____)
Signature of Witness)
_____)
Name of Witness)
_____)
Address of Witness)
_____)
Occupation of Witness)

LANDLORD

Authorized Signatory Cook's Ferry Indian
Band Housing Department

Signed by _____/Tenant at)
_____ in the Province of _____)
this ____ day of _____, 20_____, in the presence of:)

_____)
Signature of Witness)
_____)
Name of Witness)
_____)
Address of Witness)
_____)
Occupation of Witness)

TENANT

Tenant
(Print name: _____)

Signed by _____/Sub-tenant)
_____ in the Province of _____)
this ____ day of _____, 20_____, in the presence of:)

_____)
Signature of Witness)
_____)
Name of Witness)
_____)
Address of Witness)
_____)
Occupation of Witness)

CO-TENANT

Co-Tenant
(Print name: _____)

SCHEDULE "A"
MAINTENANCE AND REPAIR RESPONSIBILITIES OF THE LANDLORD & TENANT

1. INTRODUCTION

This Schedule A is a more detailed description of the Parties' responsibilities for the maintenance and repair of the Rental Unit covered by the Rental Agreement.

2. TENANT RESPONSIBILITIES

The Tenant shall be solely responsible for the cost of all repairs and replacements required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.

In addition to any repairs or replacements required under the preceding paragraph, repairs, maintenance and replacements for which the Tenant shall be responsible, unless such work is required due to normal wear and tear on the Rental Unit, include:

- a) Exterior & Grounds
 - i) Damage to window and door screens.
 - ii) Holes in lawn caused by pets or children.
 - iii) Damage to fencing and garbage stands.
 - iv) Damage to lawns.
 - v) Damage to light fixtures.
 - vi) Damage to landings and stairs (willful or negligent damage).
- b) Interior of Building
 - i) Tile lifting because of excess water and/or because the floor has not been properly maintained.
 - ii) Carpeting that is soiled or torn.
 - iii) Cracked or chipped tile.
 - iv) Damage to drywall or doors.
 - v) Gouges in walls from furniture etc.
 - vi) Water damage to ceilings.
 - vii) Doors and lock sets damaged.
 - viii) Doors and drawers on kitchen cupboard doors.
 - ix) Bent or broken hinges on cupboard doors.
 - x) Broken locks and windows.
 - xi) Damaged or missing window frames.
 - xii) Handrails pulled off the walls.
 - xiii) Stairs chewed or gouged.
 - xiv) Dirty exhaust fans - kitchen and bathroom.
- c) Electrical
 - i) Missing or broken switch and plug plates.
 - ii) Damage to porcelain lamp holders.
 - iii) Damage to interior pull chain light switches.
 - iv) Damage to light fixtures.
- d) Appliances
 - i) Cracked interior walls of fridges.

- ii) Chipped or cracked porcelain on stove and fridge.
- iii) Ice trays missing or damaged.
- iv) Range elements missing.

e) Plumbing

- i) Plugged toilet, sink, or sewer line and filters.
- ii) Stripped water taps, stems and handles.
- iii) Chipped or cracked porcelain on sink, bathtub or toilet.
- iv) Damaged toilet seats.
- v) Broken toilet or sinks (bathroom).
- vi) Damaged trip levers.

f) Heating

- i) Furnace cleaning including chimneys.
- ii) Clean air filter on furnaces.
- iii) Thermostats damaged/damage to oil tanks.
- iv) Clean HRV and filter.

Initials:

Landlord

Tenant

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3. LANDLORD RESPONSIBILITIES

The Landlord is responsible for major repairs and replacements, repairs arising from normal wear and tear, and preventative maintenance necessary to ensure compliance with health and safety standards and/or to extend the useful life of the Rental Unit, unless the repair or replacement is required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.

Repairs for which the Landlord is responsible include:

a) Structure

- i) Cracks in walls and ceilings due to construction.
- ii) Sticking doors, when reported immediately and no other damages occurs.
- iii) Sagging or shifting door frames.
- iv) Siding replacement (10-15 years).
- v) Load Bearing Walls & Foundation repairs.
- vi) Roof/Truss Repairs (10-20 years).
- vii) Flooring repairs required due to normal wear and tear (5-10 years).

b) Systems

- i) Water leaks – plumbing, roof, and/or walls.
- ii) Dripping taps.
- iii) Broken or rusted out pipes and drains.
- iv) Veneer coming off doors when reported immediately.
- v) Burnt out light switches on stove.
- vi) Major furnace repairs.

Initials:

Landlord

Tenant

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APPENDIX 13
Rent-to-Own Agreement

This Rent-to-Own Tenancy Agreement is made on _____, 20__.

BETWEEN: Cook's Ferry Indian Band

 Cook's Ferry Indian Band,

 Box 130, 3691 Deer Lane, Spences Bridge, BC V0K 2L0

(the "**Landlord**")

AND:

(the "**Tenant**")

Being collectively the parties (the "**Parties**") to this agreement.

WHEREAS:

A. The Landlord holds the right of possession to the house and lot identified as:

Address: _____

Lot #: _____ House #: _____ Type of Dwelling: _____ # of BR: _____

(the "**Rental Unit**").

B. The Landlord has a mortgage for the Rental Unit through the Canada Housing and Mortgage and Housing Corporation Section 95 social housing program in the amount of \$ _____ (the "**Mortgage**").

C. The Mortgage commenced on _____ [date] and is amortized over 25 years with a discharge date of _____ (the "**Mortgage Discharge Date**").

The current balance of the Mortgage, as of the date of execution of this Agreement, is \$ _____ and there are _____ years remaining before the Mortgage Discharge Date. IN CONSIDERATION OF THE MUTUAL PROMISES SET OUT IN THIS AGREEMENT, THE SUFFICIENCY OF WHICH IS AGREED TO BY BOTH PARTIES, THE PARTIES AGREE AS FOLLOWS:

1. APPLICATION OF THE COOK'S FERRY INDIAN BAND HOUSING POLICY

- a) The Landlord administers its rental housing program pursuant to the Cook's Ferry Indian Band Housing Policy (the "**Housing Policy**"), which applies to and forms part of this agreement. By signing this agreement the Tenant acknowledges that he or she has read and understood the Housing Policy and agrees to be bound by both the terms of this agreement and the Housing Policy, as amended from time to time. In the event of any inconsistency between this agreement and the Housing Policy, this agreement shall prevail.

2. TENANT INFORMATION

Primary Tenant

Full name: _____

Mailing Address: _____

Phone #1: _____

Phone #2: _____

Email Address: _____

Membership No.: _____

Co-Tenant (if applicable)

Full name: _____

Mailing Address: _____

Phone #1: _____

Phone #2: _____

Email Address: _____

Membership No.: _____

3. AGREEMENT TO RENT WITH OPTION TO PURCHASE

- a) The Landlord agrees to rent the Rental Unit to the Tenant for use and occupation as a residential dwelling on the terms and conditions set out in this agreement, and the Tenant agrees to rent the Rental Unit and pay the Rent (as defined in paragraph 7(a) of this agreement) to the Landlord in accordance with these terms.
- b) The Landlord grants to the Tenant the option to purchase the Rental Unit (the “**Option**”). Subject to section 3(e) of this Agreement, the Landlord will not attempt the sale of the Rental Unit to any other party during the term of this agreement.
- c) The total purchase price for the Rental Unit is \$_____, being equivalent to the total Mortgage amount held by the Landlord plus interest plus services minus the CMHC subsidy (the “**Purchase Price**”).
- d) For each month that the Tenant pays Rent in accordance with this agreement, the full amount of the Rent shall be applied to the Purchase Price.
- e) Provided that the Tenant pays the Rent regularly in accordance with this agreement and without assistance from the Landlord, the Purchase Price will be deemed to have been paid in full and the Tenant will become eligible to exercise the Option as follows:

Age of Mortgage (as determined by the Mortgage anniversary date) when Tenant occupied Rental Unit:	Eligibility Date:
0 – 10 years	On Mortgage Discharge Date
11+ years	After 15 years from the date of this agreement

- f) When the Tenant becomes eligible to exercise the Option in accordance with the preceding paragraph, the Landlord will deliver to the Tenant a written notice advising that the Tenant may exercise the Option. The Option will begin at _____ AM/PM on the date not less than two days after the Tenant receives the Landlord’s notice of discharge and expire at _____ AM/PM _____ days thereafter.
- g) To exercise the Option, the Tenant must deliver to the Landlord a written notice of exercise of option before the Option expires, along with an application for transfer of the certificate of ownership held by the Landlord.
- h) Upon receipt of the Tenant’s written notice of exercise of option and application for transfer of the certificate of ownership, the Landlord will transfer the certificate of ownership to the Tenant, provided that the Tenant:
- i) has complied with all the terms and conditions of this Agreement;
 - ii) has lived in the Rental Unit and has regularly paid Rent without assistance from the Landlord for at least _____ years; and
 - iii) has no outstanding debts or arrears owing to the Landlord.
- i) If this Agreement ends or is terminated by either Party before the Tenant becomes eligible to exercise the Option, the Option is likewise terminated and the Tenant is not entitled to be reimbursed any of the Rent paid to the Landlord or to be compensated in any way for such equity in the Rental Unit as the paid Rent may otherwise represent.

4. CHANGES TO THIS AGREEMENT

- a) The Landlord may make changes to this agreement from time to time and, subject to paragraph 4(b) any change or addition to this agreement must be agreed to in writing by the Parties and appended to this agreement.

- b) Notwithstanding paragraph 4(a), the Landlord may amend or alter this agreement at its sole discretion and without the Tenant's agreement or consent as it applies to the following:
- i) an increase to Rent, upon 3 months prior written notice provided to the Tenant;
 - ii) a withdrawal of, or a restriction on, a service or facility;
 - iii) eviction for cause;
 - iv) pets;
 - v) access and inspection for purposes of health and safety; and
 - vi) access for purposes of asset protection and maintenance.

5. **AUTHORIZED OCCUPANTS**

- a) Only the following persons are authorized to occupy the Rental Unit on a permanent basis (continual residence for a period of 21 or more days):

Name	Member #	Birth Date	Gender

(collectively, the "**Authorized Occupants**")

- b) The Rental Unit shall not have more than _____ Authorized Occupants.
- c) The Landlord shall not unreasonably prevent the Tenant from having guests in the Rental Unit.
- d) The Tenant may permit visitors to stay at the Rental Unit for up to 20 consecutive days.
- e) The Tenant may request in writing the Landlord's consent to amend the list of Authorized Occupants to add or remove persons from the list. If the Landlord agrees, such consent shall be given in writing and appended to this agreement, along with the amended list of Authorized Occupants.
- f) The Tenant shall be responsible for the actions of all Authorized Occupants and guests. If the Tenant allows persons who are not Authorized Occupants to occupy the Rental Unit on a permanent basis without the Landlord's prior written consent, then the Tenant shall be in default under this agreement and may be evicted for cause.

6. **TERM AND TERMINATION**

- a) The Tenant's right to occupy the Rental Unit starts on the _____ day of _____, 20____, and expires on the 31st of March immediately following that date (the "**Term**").
- b) Provided that the Tenant is in compliance with the terms and conditions of this agreement and the Housing Policy, the Parties may renew this agreement for a period of one year, expiring on March 31st of the year immediately following the date of renewal at the end of the Term (the "**Subsequent Term**") and at the end of each Subsequent Term thereafter.
- c) If the Tenant does not wish to renew this agreement upon the expiry of the Term or Subsequent Term, the Tenant shall provide the Landlord with written notice of non-renewal 30 days prior to the end of the Term or Subsequent Term and shall vacate the Rental Unit at the end of the Term or Subsequent Term in accordance with Section 14 (Vacating the Rental Unit) of this agreement.

- d) Notwithstanding paragraph 6(c), if the Term begins after March 1st, the Tenant may give the Landlord written notice of non-renewal at any time during the Term and shall vacate the Rental Unit at the end of the Term in accordance with Section 14 (Vacating the Rental Unit) of this agreement.
- e) If the Parties do not renew this agreement at the end of the Term or Subsequent Term, and the Tenant has not given written notice of non-renewal, then a new tenancy from month to month shall be created and shall be subject to the terms and conditions of this agreement insofar as they are applicable to a month to month tenancy.
- f) The Landlord may terminate a month to month tenancy created pursuant to paragraph 7(e) at any time upon giving the Tenant 30 days' written notice of termination.
- g) The Parties may mutually agree in writing to terminate this agreement at any time during the Term or Subsequent Term, and such agreement will specify the date on which the Tenant will vacate the Rental Unit.
- h) The Landlord may terminate this agreement for cause at any time in accordance with Section 12 (Eviction) of this Agreement.
- i) The Tenant may terminate this agreement at any time by providing 30 days written notice to the Landlord, and is responsible for payment of any Rent coming due within the 30 day period. Such written notice must:
 - iv) include the address of the Rental Unit;
 - v) include the date of termination; and
 - vi) be signed and dated by the Tenant.
- j) The Tenant acknowledges and agrees that once notice of termination has been given by either Party to the other, the Landlord may enter the Rental Unit to show the Rental Unit to prospective tenants upon 24 hours written notice to the Tenant. The Tenant shall be liable for any damages the Landlord may experience, including but not limited to lost rent, for any interference or obstruction by or on behalf of the Tenant with the Landlord's efforts to enter the Rental Unit for this purpose.
- k) If the Tenant moves out of the Rental Unit without providing 30 days notice as required under this agreement, he or she shall be responsible for paying the Rent for the following month.

7. RENT

- a) The Tenant agrees to pay rent in the amount of \$_____ to the Landlord on or before the 1st day of each month (the "Rent"). This paragraph is subject to any Rent increases given in accordance with this agreement, the Housing Policy and the relevant CMHC Operating Agreement.
- b) The Tenant shall pay the first month's Rent to the Landlord prior to moving into the Rental Unit.
- c) Where the Term begins on a day that is other than the first day of a month, then the Tenant shall pay to the Landlord a pro-rated Rent of \$_____ prior to moving into the Rental Unit to cover the period beginning on the _____ of _____ and ending on the last day of such month.
- d) The Landlord will accept payment by cash, certified cheque, money order or bank draft. Payment is to be made at the Finance Office in the Cook's Ferry Indian Band administration building.
- e) The Landlord may review the Rent each year on the anniversary date of this agreement, and may increase the Rent for the following year, by up to 0% per year, or in accordance with the CMHC operating budget.
- f) The Landlord shall give the Tenant at least three months written notice before the date any Rent increase is to become effective.
- g) Where there is more than one Tenant under this agreement, each Tenant is jointly and severally liable for the full amount of the Rent.
- h) The Rent includes the following equipment and services (check all that apply):

	Water		Stove and oven
	Sewer		Refrigerator
	Garbage pick-up		Carpets
	Road maintenance		Washer
	Snow removal		Dryer
	Other (specify):		Heating System (specify, e.g. baseboards, woodstove, furnace, heat pump):

- i) The Rent does not include electricity, heat/fuel, cable/internet or telephone. The Tenant is solely responsible for arranging and paying for any and all equipment and services not included in the Rent.
- j) If the Tenant receives regular payments of wages or honoraria from the Landlord's payroll, or is otherwise on the Landlord's payroll, then the Tenant (circle one) does / does not agree that the Landlord may deduct the Rent from the Tenant's wage or honorarium cheques.

Initials: Landlord Tenant

8. SECURITY DEPOSIT

- a) Upon execution of this agreement, the Tenant will pay to the Landlord a security deposit equivalent to one month's Rent to be held by the Landlord against proper performance of the Tenant's covenants under this agreement (the "**Security Deposit**").
- b) The Landlord acknowledges receipt from the Tenant of \$_____ as the Security Deposit on _____, 20____.

Initials: Landlord Tenant

- c) The Security Deposit, plus accrued interest, will be reimbursed to the Tenant within 30 days of the Tenant vacating the Rental Unit, unless the Tenant:
- i) exercises the Option, as set out in paragraph 3(b) , in which case, the Security Deposit will be credited toward the Purchase Price;
 - ii) does not leave the Rental Unit in the condition as required under Section 14 (Vacating the Rental Unit) of this agreement; or
 - iii) has unpaid Rent or rental arrears or otherwise owes the Landlord money under this agreement.
- d) Where the Tenant does not exercise the Option, the Landlord is entitled to use the Security Deposit to:
- iii) pay for the cost of repairing any damage to the Rental Unit not caused by normal wear and tear; and/or
 - iv) cover any unpaid Rent or rental arrears or other amounts which the Tenant owes to the Landlord in accordance with this agreement.
- e) Any portion of the Security Deposit remaining after the Landlord has used the Security Deposit in accordance with paragraphs 8(d) (iii) and (iv) shall be reimbursed to the Tenant.

9. FAILURE TO PAY RENT/RENTAL ARREARS

- a) The Tenant must pay the Rent on time. Rent is late and in arrears if the full amount is not paid on or before the day it is due.

- b) If the Tenant fails to pay the Rent on time, the Landlord shall send the Tenant a first notice 7 days after the date the Rent came due. The Tenant shall immediately pay the rental arrears in full or meet with the Landlord to enter into an Arrears Agreement, which will include the amount of each repayment instalment and the date the payment is due.
- c) If after 20 days of the due date, no payment has been received, a second written notice (Appendix 6 of Housing Policy) will be delivered along with a scheduled time for a meeting between the Tenant and the Landlord to discuss the situation and to make arrangements for the repayment of the rental arrears by entering into an Arrears Recovery Agreement.
- d) If after 30 days of the due date no payment has been made or no Arrears Recovery Agreement has been entered into, a written Final Notice (Appendix 7 of Housing Policy) will be delivered to the Tenant advising the Tenant(s) that they have 10 working days to make full payment of the arrears plus the current month's rent. Both the Tenant(s) and the Band Administration must agree to all Repayment Agreements in writing
- e) As a last resort, if at the end of the 10 day period, the Tenant(s) has not made a payment or the Tenant has failed to enter into and/or comply with the terms of an Arrears Recovery Agreement, an eviction notice shall be delivered to the Tenant and the Tenant will have 48 hours to vacate the Rental Unit.

10. USE OF THE RENTAL UNIT

- a) Subject to this agreement, the Tenant shall not use, or permit others to use, the Rental Unit for any purpose other than as a residential dwelling.
- b) The Tenant shall not operate, or permit others to operate, a home-based business from the Rental Unit without the prior written permission of the Landlord.
- c) The Tenant shall not sell, or permit others to sell, drugs, alcohol or any illicit goods or services from the Rental Unit. If the Landlord determines, in its sole discretion and acting reasonably, that a person residing at the Rental Unit is selling drugs, alcohol or any illicit goods or services from the Rental Unit, then the Landlord may terminate this agreement for cause and an eviction notice will be issued.
- d) The Tenant shall not disturb the peace, and shall not permit others to disturb the peace, in or around the Rental Unit. If the Landlord determines, in its sole discretion, and acting reasonably, that a person residing at the Rental Unit has a pattern of behaviour that persistently disturbs the peace in or around the Rental Unit, then the Landlord may terminate this agreement for cause and an eviction notice will be issued.
- e) The Tenant shall not keep pets or permit pets to be kept at the Rental Unit, except as provided for under this agreement. The Tenant shall not make any alterations to the Rental Unit, or to the use and occupation of the Rental Unit, without the prior written permission of the Landlord.

11. PETS

- a) **NO** pets are permitted inside or outside the Rental Unit without the prior written approval of the Landlord, which approval shall be in the form of a pet policy addendum, as set out in the Housing Policy, signed by the Landlord and Tenant and appended to this agreement.
- b) The Tenant shall comply with the Cook's Ferry Indian Band Animal Control Bylaw at all times.
- c) The Tenant shall meet his/her obligations for care of the Rental Unit and property as outlined in this agreement, the Housing Policy and the pet policy addendum to this agreement.
- d) The Tenant will be solely responsible for any damage to the Rental Unit that is caused by his/her pet(s).

12. EVICTION

- a) If the Tenant fails to perform or observe any of his or her covenants in this agreement or in the Housing Policy, or otherwise breaches the terms of this agreement or the Housing Policy, the Landlord may terminate this agreement for cause and issue an eviction notice, and thereupon the tenancy and the Tenant's rights under this Agreement shall cease absolutely, without right of re-entry, and the Landlord or its agent may re-enter the Rental Unit or any part of it, and thereafter have, possess and enjoy it as if this agreement had not been made.

- b) Without limiting the generality of the preceding paragraph 13(a), the Landlord may, at its sole discretion, issue an eviction notice if one or more of the following applies:
- ix) the Tenant fails to pay the Security Deposit within 30 days of the execution of this agreement;
 - x) the Landlord determines that the Tenant made false declarations on his or her housing application and was allocated the Rental Unit as a result of the false declarations;
 - xi) the Tenant, an Authorized Occupant and/or guest is convicted of engaging in illegal activities in the Rental Unit;
 - xii) the Tenant, an Authorized Occupant and/or guest has caused wilful and/or extraordinary damage to the Rental Unit and/or the Landlord's property within the Rental Unit;
 - xiii) the Tenant, an Authorized Occupant and/or guest has caused a nuisance or an on-going disturbance to the community or has adversely affected or is likely to adversely affect the health, safety or well-being of the community;
 - xiv) the Tenant ceases to be a Cook's Ferry Indian Band member or there are no Authorized Occupants who are Cook's Ferry Indian Band members;
 - xv) the Tenant does not repair, clean and/or maintain the Rental Unit as required under this agreement; and/or
 - xvi) the Tenant has failed to comply with a material term of this agreement.
- c) Upon receiving an eviction notice, the Tenant shall have 48 hours to vacate the Rental Unit and shall leave the Rental Unit in the condition required under paragraph 15(b) of this agreement.

13. CONDITION INSPECTIONS

- a) The Landlord and Tenant shall jointly inspect the condition of the Rental Unit:
- vi) upon execution of this agreement and prior to the Tenant moving into the Rental Unit;
 - vii) at any time when the Tenant starts keeping a pet during the tenancy;
 - viii) at the end of the tenancy;
 - ix) at any time as may be required by CMHC; and
 - x) at any other time as the Landlord may reasonably require.
- b) The Landlord may enter and inspect the Rental Unit at any time and for any reason with 24 hours prior written notice to the Tenant.
- c) The Landlord may enter and inspect the Rental Unit without notice to the Tenant if one or more of the following applies:
- iv) there is an emergency and the entry is necessary to protect life or property;
 - v) the Tenant gives the Landlord permission; or
 - vi) there is evidence that the Tenant has abandoned the Rental Unit for a period of 30 or more consecutive days.

14. VACATING THE RENTAL UNIT

- a) The Tenant shall deliver up vacant possession of the Rental Unit to the Landlord on or before 1:00 p.m. of the day the tenancy and this agreement are deemed to end (the "**Termination Date**"). Vacant possession means removing all persons and personal possessions from the Rental Unit and the premises and returning all keys and access devices to the Landlord.
- b) On or before the Termination Date, the Tenant shall leave the Rental Unit in a clean, undamaged condition to facilitate immediate re-rental. Re-rentable condition means:
- xi) floors and walls are cleaned and washed;
 - xii) carpets vacuumed and cleaned, all stains shampooed out;
 - xiii) all electric light bulbs functioning and in place
 - xiv) all light fixtures whole and undamaged;
 - xv) refrigerator and/or freezer cleaned of all food and stains and defrosted;
 - xvi) range cleaned and free of all grease/debris inside and out, all fuses in working order;
 - xvii) all surfaces cleaned and all storage fixtures (cabinets, closets, etc.) empty and clean;
 - xviii) all garbage removed from Rental Unit;
 - xix) washer and dryer cleaned inside and out; and
 - xx) all debris cleaned out from under or behind any appliances.

- c) The Tenant shall be liable for any expense or loss incurred by the Landlord due to the failure of the Tenant to vacate the Rental Unit promptly and as required, or to leave it in an immediately re-rentable condition.

15. LIFE INSURANCE AND WILL

- a) The Tenant may obtain and maintain a life insurance policy at his/her own expense in an amount sufficient to pay out the Mortgage and name Cook's Ferry Indian Band as the irrevocable beneficiary (the "**Life Insurance Policy**").
- b) The Tenant will prepare a last will and testament (the "**Will**") directing that if the Tenant dies during the Term of this agreement:
 - i) The Landlord will use the proceeds from the Life Insurance Policy to pay out the Mortgage, and the Landlord will pay any amount remaining after the Mortgage has been paid out to any other beneficiary of the Tenant's choosing; and
 - ii) legal possession of the Rental Unit will be transferred to an eligible Cook's Ferry Indian Band member beneficiary of the Tenant's choosing.
- c) The Tenant will provide copies of the Life Insurance Policy and the Will to the Landlord.

- d) If the Tenant dies during the Term of this agreement, the Landlord will:
 - i) take whatever steps are necessary to use the proceeds of the Life Insurance Policy to pay out the Mortgage;
 - ii) pay any proceeds from the Life Insurance Policy remaining after the Mortgage has been discharged to the beneficiary so indicated in the Will; and
 - iii) transfer legal possession of the Rental Unit to the beneficiary so indicated in the Will, provided that beneficiary is an eligible Cook's Ferry Indian Band member.
- e) It will not be a breach of this agreement if the Tenant fails, refuses or is ineligible to obtain and maintain the Life Insurance Policy and/or fails or refuses to prepare the Will; however in such circumstances, if the Tenant dies during the Term of this agreement, the Landlord may assign the Rental Unit to the Tenant's next of kin or re-allocate the Rental Unit to a new tenant in accordance with the priority rules for intestacy set out in the Housing Policy and all obligations in respect of the Rent to Own Agreement will be transferred to the new tenant.

16. INSURANCE AND INDEMNITY

- a) The Tenant is solely responsible for insuring his or her own personal property at his or her own expense against loss from any and all causes. The Landlord, including the Cook's Ferry Indian Band Housing Department shall in no event be responsible for the loss, destruction, theft of, or damages to, such property.
- b) The Tenant shall indemnify and save the Landlord harmless from all liabilities, fines, suits and claims of any kind for which the Landlord may be liable or suffer by reason of the Tenant's occupancy of the Rental Unit.
- c) The Tenant shall not do, or omit to do, anything which may render void or voidable any policy of insurance held by the Landlord generally and/or the Cook's Ferry Indian Band Housing Department specifically.
- d) The Landlord shall maintain basic insurance for the Rental Unit in case of damage or destruction caused by fire, earthquake, flooding or other act of God. In the event of a claim, CFIB will retain the actual cost of replacing an appliance and other insured contents with balance, if any, paid to the Tenant.
- e) The Tenant shall be responsible to pay the deductible on the Landlord's insurance for any claims arising as a result of wilful damage to the Rental Unit caused by the Tenant, an Authorized Occupant and/or guest.

17. MAINTENANCE

Landlord Responsibilities

- a) The Landlord shall perform and/or bear the cost of repairs that are deemed to be the Landlord's responsibility under the terms of this agreement and as detailed in Schedule "A" to this agreement.
- b) The Landlord is responsible for major repairs and replacements, repairs arising from normal wear and tear, and preventative maintenance necessary to ensure compliance with health and safety standards and/or to extend the useful life of the Rental

Unit, unless the repair or replacement is required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.

- c) Subject to paragraph 18(b) and funding availability, the Landlord is responsible for the following major repairs and replacements:
- xiii) roof repairs;
 - xiv) plumbing repairs;
 - xv) hot water tank replacement;
 - xvi) electrical system repairs;
 - xvii) major structural repairs;
 - xviii) electrical fixture replacement;
 - xix) repairing or replacing appliances owned by the Landlord;
 - xx) replacing broken windows and screens;
 - xxi) repairing and replacing floors, doors and cupboards;
 - xxii) repairing or replacing locks;
 - xxiii) repair of damage or vandalism that has been reported to the Landlord by the Tenant within ____ hours/days of its occurrence, that is not attributed to the negligence or wilful act of the Tenant, another Authorized Occupant, or guest of the Tenant, as determined by the Landlord, acting reasonably; and
 - xxiv) any other major repairs or replacements deemed reasonable by the Landlord.
- (collectively, the “**Landlord Repairs**”).
- d) The Tenant shall provide the Landlord with written notice of any Landlord Repairs that may be required and the Landlord shall have a reasonable time to perform the Landlord Repairs.
- e) The Tenant shall ensure that any area where the Landlord is to perform Landlord Repairs is safe and free of clutter, waste and/or other hazards that could render the performance of the Landlord Repairs hazardous.

Tenant Responsibilities

- f) The Tenant shall be directed to carry out and/or bear the cost of repairs that are deemed to be the Tenant’s responsibility under the terms of this agreement and as detailed in Schedule “A” to this agreement.
- g) The Tenant is responsible for general maintenance, cleaning, decorative repairs, and minor day-to-day repairs and replacements and is solely responsible for the carrying out and/or bearing the cost of all repairs and replacements required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.
- h) If the Tenant fails to carry out a repair or replacement for which he/she is deemed responsible within a reasonable time, the Landlord may perform the repair or replacement and invoice the Tenant for the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this agreement.
- i) The Tenant shall keep the grounds surrounding the Rental Unit clean, the grass cut and free of refuse, animal waste, uninsured and/or inoperable vehicles or vessels, vehicle parts, equipment, appliances, and debris such as building materials. If the Landlord has to remove any of these items or do yard clean up then the Tenant will be invoiced the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this agreement.
- j) The Tenant is not responsible for replacements or repairing damage that is caused by normal wear and tear. For greater clarity, normal wear and tear is unavoidable deterioration to the Rental Unit and its fixtures that naturally and inevitably occurs as a result of normal use or aging and includes some matting of carpeting, a few nail holes, and some fading or yellowing of paint, but does not include stains or burns on the carpet, broken windows, broken or missing blinds or window coverings, gouges in the doors or walls, infestations caused by pets or negligence, pet scratches on molding or doors, or damage caused by the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.
- k) The Tenant shall immediately report all damage to the Rental Unit to the Landlord within 3 days, or immediately if the damage is in relation to an accident, break or defect in water, heating or electrical systems, or is otherwise of a nature sufficient to constitute an emergency.

- l) The Tenant shall be responsible for all costs, including applicable insurance deductibles, associated with repairs to the Rental Unit and/or replacement of any fixtures and/or appliances, where the damage has been caused or permitted to occur from the wilful or negligent conduct of the Tenant, an Authorized Occupant or a guest.
- m) The Landlord may require the Tenant to undertake reasonable repair or maintenance on the Rental Unit by written notice within a specified time where the repair or maintenance is the responsibility of the Tenant under this agreement.
- n) If the Tenant fails to carry out a repair or replacement for which he/she is deemed responsible within the time specified in the notice given under the preceding paragraph 18(m), the Landlord may perform the repair or replacement and invoice the Tenant for the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this agreement.
- o) The Landlord may charge any amounts owing for invoices given to the Tenant under this section as Additional Rent and any such Additional Rent shall be payable as Rent in accordance with Section 7 (Rent) of this Agreement.
- p) The Tenant must receive written permission from the Landlord prior to making any major repairs, alterations, additions or improvements to the Rental Unit and, where applicable, is responsible for obtaining any permits or licenses required under any Cook's Ferry Indian Band policy or law.
- q) If the Tenant makes an alteration, addition or improvement to the Rental Unit without first obtaining permission from the Landlord, the Tenant shall be solely responsible for returning the Rental Unit to its original condition at the Tenant's own expense and at no cost to the Landlord. The Tenant shall not be reimbursed for any alteration, addition or improvement he/she completed at his/her own expense.
- r) Except where otherwise agreed to in writing by the Parties, all improvements to the Rental Unit will become the property of the Landlord upon the termination of this agreement.

18. EMERGENCY REPAIRS

- a) **"Emergency Repairs"** are repairs that are urgent and necessary for the health and safety of persons or the preservation or use of the Rental Unit, and are limited to repairs to:
 - vii) major leaks in pipes or the roof;
 - viii) damaged or blocked water or sewer pipes or plumbing fixtures;
 - ix) the primary heating system;
 - x) the electrical system;
 - xi) deficiencies to the integrity of the structure; and
 - xii) any other damage that poses an immediate and urgent jeopardy to the Rental Unit or to the health and safety of persons.
- b) The Landlord shall post and maintain in a conspicuous place at the Rental Unit, or give to the Tenant in writing, the name, telephone number and email address of the designated contact person for Emergency Repairs.
- c) If Emergency Repairs are required:
 - i) the Tenant shall contact the designated contact person immediately and without delay;
 - ii) the Tenant will make at least two attempts to contact the designated contact person, and shall give the Landlord a reasonable time to complete the Emergency Repairs;
 - iii) if the Landlord does not complete the Emergency Repairs within a reasonable time, the Tenant may undertake the Emergency Repairs, and claim reimbursement from the Landlord upon presentation of a receipt; and
 - iv) the Landlord may take over completion of the Emergency Repairs from the Tenant at any time.

19. LOCKS & FORCED ENTRY

- a) The Landlord shall not change locks or other means of access to the Rental Unit except in the case of eviction or of forced entry by a third party.
- b) If the Rental Unit locks or door frame are damaged as a result of forced entry by a third party, the Landlord shall repair the locks, hardware, door and/or frame.

- c) The Tenant shall not change locks or other means of access to the Rental Unit, without the Landlord's prior written consent.

20. QUIET ENJOYMENT OF THE RENTAL UNIT

- a) For the duration of this agreement, the Rental Unit is the Tenant's home and the Tenant is entitled to quiet enjoyment and exclusive use of the Rental Unit, reasonable privacy, and freedom from unreasonable disturbance.

21. ABANDONMENT

- a) The Rental Unit is deemed to be abandoned if the Tenant has been absent from the Rental Unit for 30 or more consecutive days without the Landlord's prior written consent and the Rent and/or utility payments are unpaid for 30 days or more and the Tenant has not communicated with the Landlord regarding the rental arrears.
- b) If the Rental Unit is abandoned, this agreement is terminated and the Landlord may re-enter the Rental Unit and such re-entry may be made without notice to the Tenant and without liability for damage or prosecution.
- c) If the Tenant leaves any personal property at or in the abandoned Rental Unit, the Tenant will have 5 days from the date the Rental Unit is deemed abandoned to obtain permission from the Landlord to enter the Rental Unit and remove the personal property, after which, the Landlord may dispose of the personal property at its sole discretion.
- d) If the Rental Unit is abandoned, the Tenant shall be liable to the Landlord for:
 - i) any costs the Landlord incurs to store and dispose of any of the Tenant's personal property remaining at or in the Rental Unit and to repair, clean or otherwise bring the Rental Unit into re-rentable condition; and
 - ii) Rent for the month following the date the Rental Unit is deemed abandoned and any outstanding rental arrears.
- e) The Landlord may apply any proceeds of disposition of the Tenant's personal property to the costs and debts set out in paragraph 22(c) and may claim for any deficiency outstanding, and recovery of these amounts shall constitute damages recoverable by the Landlord as a consequence of the breach of this agreement by the Tenant.

22. LIABILITY

- a) The Landlord shall not, in any event whatsoever, be liable or responsible in any way for:
 - i) any personal injury or death that may be suffered or sustained by the Tenant, an Authorized Occupant, or any agent or guest or any other person who may be in or at the Rental Unit;
 - ii) any loss or damage or injury to any property, including cars and contents thereof belonging to the Tenant, or to an Authorized Occupant or to any other person while such property is at or in the Rental Unit;
 - iii) without limiting the generality of the foregoing, any damages to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Rental Unit, or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any place or quarter;
 - iv) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring;
 - v) any damage to or loss of any property left at or in the Rental Unit subsequent to the Tenant giving up possession of the Rental Unit whether or not said delivery of possession by the Tenant was voluntary, whether caused or attributable to anything done or omitted to be done by the Landlord or any other person; or
 - vi) any damage to or loss of property incurred by the Tenant as a result of an Act of God, including but not limited to the following: severe storm; lightning; flood; earthquake; infestation of vermin; and insects.

23. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

- a) The Landlord shall give the Tenant a copy of this agreement promptly and in any event within 21 days of executing the agreement.

24. RESOLUTION OF DISPUTES

- a) If there is a dispute between the Parties with respect to the rights and obligations of the Parties under this agreement, the terms of this agreement, or any other matter related to this agreement, such dispute shall be resolved through the appeal process set out in the Housing Policy.
- b) If the Parties are unable to resolve the dispute through the appeal process in the Housing Policy, the dispute may then be resolved through an independent third party arbitrator identified and selected by the Landlord. All decisions of the arbitrator shall be final.

25. LEGAL

- a) Nothing in this agreement constitutes an allotment under s. 20 of the *Indian Act*, and shall not be construed as evidence of an intention by the Landlord to transfer legal possession of lands set apart for the use and benefit of the members of the Cook's Ferry Indian Band, in common.
- b) Failure by the Landlord to enforce any provision of this agreement does not constitute a waiver of that provision and the Landlord is not stopped from enforcing such provision at any time.

26. NOTICE

- a) All notices under this agreement are to be given in writing and shall be deemed to have been received by the other party:
 - i) if by hand or courier, on the date of delivery;
 - ii) if by mail or registered mail, that date 5 business days after mailing; and
 - iii) if by fax or email, on the date of transmission or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business on the first working day following the transmission.
- b) Notice to the Tenant may be given by:
 - vii) hand delivery to the Tenant;
 - viii) ordinary or registered mail to the Tenant's residential address as provided in section 2 of this agreement;
 - ix) leaving a copy with an adult who apparently resides with the Tenant;
 - x) leaving a copy in a mail box or mail slot for the address at the Rental Unit;
 - xi) attaching a copy to a door or other conspicuous place on the Rental Unit; or
 - xii) transmitting a copy to a fax number or email address provided by the Tenant.
- c) Notice to the Landlord may be given by:
 - vi) hand delivery to the Landlord's Housing Manager or the Housing Department Receptionist;
 - vii) ordinary or registered mail to the Landlord's Housing Department;
 - viii) leaving a copy at the Landlord's Housing Department in such place as may be designated by the Landlord for such delivery;
 - ix) attaching a copy to the front door of the Landlord's Housing Department; or
 - x) transmitting a copy to the Landlord's Housing Department's fax number or email address.

27. GENERAL

- a) Time is of the essence in this agreement.
- b) All payments to the Landlord under this agreement will be provided to _____ and will be made by cash, cheque, bank draft, or money order or made payable to _____.
- c) Words in the singular include the plural form, unless the context otherwise requires.
- d) This agreement, the Schedules to this agreement, and the Housing Policy, constitute the entire agreement between the Parties pertaining to the subject matter of this agreement, and supersede all previous or collateral understandings, representations, undertakings, statements or other agreements.

28. ADDITIONAL TERMS

The following are additional terms agreed to by the Landlord and the Tenant (e.g. parking, smoking, etc.)

29. ACCEPTANCE

- a) The Tenant acknowledges that he or she has read this agreement, the Schedules to this agreement and the Housing Policy, and that he or she understands and agrees with the provisions of this agreement, its Schedules and the Housing Policy, and that he or she has had the opportunity to seek independent legal advice with respect to this agreement.

The parties have executed this Agreement in on _____, 20_____.

Signed by COOK'S FERRY INDIAN BAND

) LANDLORD

AUTHORIZED SIGNATORY at _____)

in the Province of, _____ this ____ day of _____,)

20_____, in the presence of: _____)

)

)

)

_____) Signature of Witness _____)

Authorized Signatory Cook's Ferry Indian Band

Housing Department

_____) Name of Witness _____)

_____) Address of Witness _____)

_____) Occupation of Witness _____)

Signed by _____/Tenant at)

TENANT

_____ in the Province of _____)

this ____ day of _____, 20____, in the presence of:)

)

_____)

Signature of Witness)

_____)

Name of Witness)

_____)

Address of Witness)

_____)

Occupation of Witness)

Tenant

(Print name: _____)

Signed by _____/Co-tenant at)

CO-TENANT

_____ in the Province of _____)

this ____ day of _____, 20____, in the presence of:)

)

_____)

Signature of Witness)

_____)

Name of Witness)

_____)

Address of Witness)

_____)

Occupation of Witness)

Co-tenant

(Print name: _____)

SCHEDULE "A"
MAINTENANCE AND REPAIR RESPONSIBILITIES OF THE LANDLORD & TENANT

1. INTRODUCTION

This Schedule A is a more detailed description of the Parties' responsibilities for the maintenance and repair of the Rental Unit covered by the Rental Agreement.

2. TENANT RESPONSIBILITIES

The Tenant shall be solely responsible for the cost of all repairs and replacements required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.

In addition to any repairs or replacements required under the preceding paragraph, repairs, maintenance and replacements for which the Tenant shall be responsible, unless such work is required due to normal wear and tear on the Rental Unit, include:

- a) Exterior & Grounds
 - i) Damage to window and door screens.
 - ii) Holes in lawn caused by pets or children.
 - iii) Damage to fencing and garbage stands.
 - iv) Damage to lawns.
 - v) Damage to light fixtures.
 - vi) Damage to landings and stairs (willful or negligent damage).
- b) Interior of Building
 - i) Tile lifting because of excess water and/or because the floor has not been properly maintained.
 - ii) Carpeting that is soiled or torn.
 - iii) Cracked or chipped tile.
 - iv) Damage to drywall or doors.
 - v) Gouges in walls from furniture etc.
 - vi) Water damage to ceilings.
 - vii) Doors and lock sets damaged.
 - viii) Doors and drawers on kitchen cupboard doors.
 - ix) Bent or broken hinges on cupboard doors.
 - x) Broken locks and windows.
 - xi) Damaged or missing window frames.
 - xii) Handrails pulled off the walls.
 - xiii) Stairs chewed or gouged.
 - xiv) Dirty exhaust fans - kitchen and bathroom.
- c) Electrical
 - i) Missing or broken switch and plug plates.
 - ii) Damage to porcelain lamp holders.
 - iii) Damage to interior pull chain light switches.
 - iv) Damage to light fixtures.
- d) Appliances
 - i) Cracked interior walls of fridges.

- ii) Chipped or cracked porcelain on stove and fridge.
- iii) Ice trays missing or damaged.
- iv) Range elements missing.

e) Plumbing

- i) Plugged toilet, sink, or sewer line and filters.
- ii) Stripped water taps, stems and handles.
- iii) Chipped or cracked porcelain on sink, bathtub or toilet.
- iv) Damaged toilet seats.
- v) Broken toilet or sinks (bathroom).
- vi) Damaged trip levers.

f) Heating

- i) Furnace cleaning including chimneys.
- ii) Clean air filter on furnaces.
- iii) Thermostats damaged / damage to oil tanks.
- iv) Clean HRV and filter.

Initials: Landlord Tenant

3. LANDLORD RESPONSIBILITIES

The Landlord is responsible for major repairs and replacements, repairs arising from normal wear and tear, and preventative maintenance necessary to ensure compliance with health and safety standards and/or to extend the useful life of the Rental Unit, unless the repair or replacement is required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.

Repairs for which the Landlord is responsible include:

a) Structure

- viii) Cracks in walls and ceilings due to construction.
- ix) Sticking doors, when reported immediately and no other damages occurs.
- x) Sagging or shifting door frames.
- xi) Siding replacement (10-15 years).
- xii) Load Bearing Walls & Foundation repairs.
- xiii) Roof/Truss Repairs (10-20 years).
- xiv) Flooring repairs required due to normal wear and tear (5-10 years).

b) Systems

- vii) Water leaks – plumbing, roof, and/or walls.
- viii) Dripping taps.
- ix) Broken or rusted out pipes and drains.
- x) Veneer coming off doors when reported immediately.
- xi) Burnt out light switches on stove.
- xii) Major furnace repairs.

Initials: Landlord Tenant

APPENDIX 14

Lot Allocation Agreement for Residential Purposes

THIS AGREEMENT is made the ____ day of _____, 20__.

Between:

COOK'S FERY INDIAN BAND, an Indian Band within the meaning of s. 2 of the *Indian Act*, R.S.C. 1985, c. I-5, as amended,
with an address at

("CFIB")

And:

[Name] _____, [occupation] _____,
of [address] _____.

("Member")

being collectively the parties ("Parties") to this Agreement.

BACKGROUND FACTS

- A. The members of CFIB hold a collective interest in all those lands set apart by Canada for the use and benefit of CFIB now and in the future, including those lands known as CFIB Indian Reserve No. [XXX] ("Reserve").
- B. CFIB has the inherent right to govern itself in relation to matters that are integral to its unique culture, identity, traditions, language and institutions, including the right to administer its lands, and all matters related thereto, in accordance with its current customs, traditions and beliefs;
- C. In accordance with CFIB customs and traditions, CFIB's duly elected Chief and Council exercise control over the use and occupation of CFIB's Reserve, and are responsible for ensuring that those lands are preserved for the benefit of present and future generations;
- D. The Member has applied for the exclusive right to use and occupy that portion of the Reserve known and described as: [insert proper legal description of Lot.]

- E. Subject to the following encumbrances:

("Lot").

- F. On the day on which the member's application was received by the CFIB Land Management Department, the following buildings and improvements were on the Lot:

- G. The Council has authorized the CFIB Land Management Department to allocate portions of CFIB's Reserve to members for residential purposes in accordance with CFIB's applicable policies and by means of allocation agreements.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE SUFFICIENCY OF WHICH IS ACKNOWLEDGED BY BOTH PARTIES, THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 The following terms have the following meanings:

“Allocation” means the right granted to the Member under s. 2.1.1 of this Agreement.

“Alterations” means any substantial alterations, restorations, renovations, relocations, reductions, additions, expansions, reconstructions, removals, replacements, modifications, or improvements to the Premises.

“Artifact” means any burial site, cultural site, or other historical site, human remains, or any CFIB Nations artifact of archaeological, historical or cultural interest.

“Authority” means any one, or any combination of, CFIB, federal, provincial, municipal, local, and other governmental and quasi-governmental authorities, departments, commissions, and boards having jurisdiction, including the Council and any utility company lawfully acting under its statutory power.

“CEAA” means the *Canadian Environmental Assessment Act, 2012*, S.C. 2012, c. 19, s 52.

“Construction Plan” includes Construction Proposals and Renovation Proposals to build Improvements, as described in the CFIB Market Housing Policy.

“Contaminant” includes any contaminant, toxic substance, hazardous substance, hazardous waste, hazardous recyclable, ozone-depleting substance, halocarbon, pesticide, waste, or any similar substance, and any substance defined or referred to as such under any Laws.

“Council” means the Chief and Council of CFIB or any successor elected government of CFIB.

“Environment” means the components of the earth and includes:

- (a) air, land, and water;
- (b) all layers of the atmosphere;
- (c) all organic and inorganic matter and living organisms; and
- (d) the interacting natural systems that include components referred to in paragraphs (a) to (c).

“Environmental Benchmarks” means:

- (a) the level set out in the *Canadian Environmental Quality Guidelines* (or any replacement guidelines) established by the Canadian Council of Ministers of the Environment, or any successor or replacement body or federal standard, for the more stringent of residential or agricultural uses;
- (b) the level set out in any Laws of CFIB for the more stringent of residential or agricultural uses; or
- (c) if no level is set out in any of them, a level that is consistent with the ambient level of the Contaminant in the nearby area.

“Environmental Laws” means any Laws relating, in whole or in part, to the protection and enhancement of the Environment, public health, public safety, and the transportation of dangerous goods.

“Fees” means any of the CFIB’s reasonable expenses, including CFIB’s agents, contractors and subcontractors, arising from a Member’s breach of his or her obligations under the Agreement and referred to as Fees under this Agreement plus an administration fee of % of the expenses..

“Improvements” means improvements as determined according to the common law but for greater certainty, include:

- (a) any buildings, structures, works, facilities, services, and other improvements (including any equipment, machinery, apparatus, and other such fixtures forming part of or attached to them); and
- (b) any alterations,

made by any Person to the Lot before or during the Term of this Agreement.

“Indian Act” means the *Indian Act*, R.S.C. 1985, c. I-5, and any regulations made under it.

“Insurance” means the insurance referred to in Article 7.

“Laws” means all laws, statutes, regulations, by-laws, rules, codes, policies, guidelines, approvals, permits, licenses, or other authorizations, standards, declarations, notices, ordinances, requirements, and directions of any Authority in force from time to time.

“Lot” means the portion of the Reserve described in Recitals D and E of this Agreement and to which the member receives an Allocation under section 2.1.1.

“Member” means the CFIB member who is a party to this Agreement.

“Permitted Uses” means the uses set out in section 3.1.

“Person” includes an individual, corporation, partnership, authority, and any heirs, executors, administrators, successors, or other legal representatives of any of them.

“Premises” means the Lot and any improvements.

“Reserve” means CFIB Indian Reserve No. XXX.

“Responsible Person” includes the member’s directors, officers, servants, employees, agents, contractors and subcontractors, invitees, or any person over whom the member may reasonably be expected to exercise control or for whom the Member is in law responsible.

“CFIB” means the Cook’s Ferry Indian Band, an Indian Band within the meaning of s. 2 of the *Indian Act*, R.S.C. 1985, c. I-5, as amended.

“Spill” includes any means by which the Lot becomes contaminated with a contaminant.

“Start Date” means the first day of the term.

“Substantial Completion” means the date on which the CFIB receives a signed, sealed certificate from an architect or engineer who is registered and licensed in XXXX certifying that:

- (a) Improvements, or a substantial part of the improvements, are ready for occupation for the Permitted Uses in all material respects in accordance with the provisions of this Agreement.

“Term” means the term of this Agreement as set out in section 10.1.1.

- 1.2 A reference to any Laws in this Agreement includes any amendments or replacements of those Laws.

2. THE ALLOCATION

- 2.1.1 CFIB grants to the member, and the member accepts from CFIB, a custom allocation of the exclusive right to use, occupy and enjoy the Premises during the Term of this Agreement, subject to the terms and conditions of this Agreement (**“Allocation”**).
- 2.1.2 Nothing in this Agreement constitutes an allotment under section 20 of the *Indian Act*.
- 2.1.3 The member acknowledges and agrees that the Lot is part of the Reserve and that the Allocation to the member is subject to the terms and conditions of this Agreement and to any applicable Laws including any applicable Environmental Laws, CFIB laws and CFIB land use policies.
- 2.1.4 The member further acknowledges and agrees that the Allocation:
 - (a) does not include any riparian or mineral rights associated with the Lot; and
 - (b) is subject to all existing encumbrances and rights given for or attaching to the Premises, whether or not the member has notice of them.
- 2.1.5 CFIB may grant an easement (common law or statutory) on the Lot to any Authority, as long as the easement has no material adverse effect on the Permitted Uses. On being given written notice of the easement by CFIB, the member will promptly execute and deliver to CFIB any instrument that may be necessary to subordinate the member’s rights under this Agreement to the easement.

3. USE OF THE PREMISES

3.1 Permitted Uses

- 3.1.1 The member may only use and occupy the Premises for the purpose of a single-family residential dwelling.
- 3.1.2 The member is entitled to quiet enjoyment and exclusive use of the Premises without any interruption or disturbance by CFIB, except as otherwise provided in this Agreement or any applicable Laws.

3.2 No Waste or Nuisance

- 3.2.1 Except as required by the construction of any approved Improvements, the member will not cause or allow any waste of the Premises.
- 3.2.2 Except where reasonably required by the Permitted Uses, the member will not cause or allow a nuisance on the Premises.

3.3 Access and Services

- 3.3.1 The member is solely responsible for securing and maintaining legal access (be it by public or private road) to and from the Premises.
- 3.3.2 The member is solely responsible for connecting to and maintaining all services and facilities required from time to time for the Premises, including without limitation, water, gas, telephone, power, sewage, and garbage disposal services and facilities, and for any fees associated with the services and facilities.
- 3.3.3 The interruption of any service or facility provided to the Premises will not:
 - (a) *be a disturbance of the member's enjoyment of the Premises;*
 - (b) *render CFIB liable for any loss, injury or damages to the member; or*
 - (c) *relieve the Parties from their obligations under this Agreement.*

3.4 Abandonment

- 3.4.1 The member will not abandon the Premises at any time during the Term without the prior written consent of CFIB.
- 3.4.2 The Premises will be deemed to be abandoned if they are unoccupied for 30 or more consecutive days without CFIB's prior written consent.

3.5 Artifacts and Survey Monuments

- 3.5.1 The member will immediately notify Council of any Artifact discovered on the Lot. The member must comply with the requirements set out in any applicable CFIB laws or, if none exist, with the *Historical Resources Act*, R.S.A. 2000, c. H-9, to the extent possible, and with the reasonable requirements of Council.
- 3.5.2 If any legal control survey monuments are disturbed, damaged, or destroyed, the member will ensure that they are replaced by a duly qualified surveyor to the satisfaction of the Surveyor General of Canada (or any successor).

3.6 Trees

- 3.6.1 The member will not cut or allow the cutting of any trees on the Lot for the primary purpose of profit.
- 3.6.2 If the CFIB orders in writing the removal of trees, bushes or weeds from the Lot, the member will promptly comply at the member's own expense.

3.7 As-Is, Where-Is

- 3.7.1 The member acknowledges and agrees that the Premises are being granted to the member on an “as is – where is” basis.
- 3.7.2 The member represents and warrants that he or she has:
- (a) **conducted any inspections of the Premises that he or she deems prudent, including any inspection relating to:**
 - (i) **the condition of the Premises;**
 - (ii) **compliance of the Premises with any Laws; and**
 - (iii) **the presence of Contaminants on the Premises; and**
 - (b) **satisfied himself or herself that the Premises are suitable for the Permitted Uses.**

4. TRANSFERS AND MORTGAGES

4.1 Limitations on Transfers

- 4.1.1 The member may only transfer (for example sell, gift or devise) his or her Allocation to a single CFIB member or to two CFIB members who are spouses.
- 4.1.2 A transfer of the Allocation to a CFIB member or member spouses will be invalid unless CFIB provides written consent to the transfer, and the proposed assignee(s) execute(s) an allocation agreement with CFIB, which agreement may include any further covenants that CFIB reasonably considers advisable.
- 4.1.3 CFIB will not unreasonably withhold or delay consent to a proposed transfer.

4.2 Mortgages

- 4.2.1 The member cannot grant a mortgage to the Premises because the Lot is on Reserve and the Allocation is only a possessory right that does not include title. However, the member may apply to CFIB for a loan guarantee in accordance with the CFIB Market Housing Policy, which may be used as security for a loan taken by the member in relation to the Premises.
- 4.2.2 CFIB’s consent to the loan guarantee referenced in section 4.2.1 will be evidenced by a written agreement between CFIB and the member substantially in the form of CFIB’s Security and Indemnity Agreement then in use, and the member’s interests and rights in and to this Agreement will be subject to the terms and conditions of the Security and Indemnity Agreement.
- 4.2.3 The member will ensure that the loan does not conflict with this Agreement or, by the member complying with the terms of the loan, cause the member to breach this Agreement.

5. LAWS, TAXES AND FEES

5.1 Laws

- 5.1.1 The member will comply with all applicable Laws concerning this Agreement, the Premises, and activities on the Premises.
- 5.1.2 The member will promptly deliver to CFIB a copy of any notice received from any Authority lawfully requiring the execution of works or the commencement or cessation of any activity on the

Premises. Upon resolution satisfactory to the Authority, the member will promptly deliver evidence satisfactory to CFIB of the resolution.

5.2 Taxes and Fees

5.2.1 The member will pay, on or before the due date, any applicable taxes or fees imposed by any Authority:

- (a) on the Premises;*
- (b) for sales, transactions, or business relating to the Premises; or*
- (c) for occupation of the Premises by any Person.*

5.2.2 The member will deliver to CFIB official receipts of the Authority or other evidence satisfactory to CFIB confirming payment of any taxes and/or fees.

5.2.3 On notice from CFIB, the member will promptly deliver to CFIB, an Authority, or both, written authorization for CFIB to receive any information from the Authority about the member's compliance with any applicable Laws, including the payment of any applicable taxes and/or fees.

6. IMPROVEMENTS

6.1 No Construction Allowed Before Approvals and Consent

6.1.1 Improvements must not be made without first obtaining CFIB's written consent to the Construction Plan referred to in Section 6.2 and the required approvals referred to in Section 6.3.

6.1.2 In addition to the terms of this Agreement, if the member intends to build, renovate or otherwise modify improvements using a loan guaranteed by CFIB, any such work must comply with the CFIB Market Housing Policy.

6.2 Process for CFIB's Consent to the Construction Plan

6.2.1 The member must give a Construction Plan for any proposed improvements to the CFIB for CFIB's consent.

6.2.2 After the CFIB reviews the Construction Plan, CFIB will notify the member of any changes that CFIB reasonably requires to the Construction Plan. The member must then change the Construction Plan and re-submit it to CFIB for further review under this article. This process may continue until CFIB consents.

6.2.3 CFIB will not consent to any Construction Plan that is not consistent with the Permitted Uses.

6.2.4 As the member is not relying on CFIB's judgment or expertise when CFIB reviews the Construction Plan, the member hereby releases CFIB from any liability for reviewing the Construction Plan. This section survives any termination of this Agreement.

6.3 Approvals Must be Received from Authorities

6.3.1 The member must receive from each appropriate Authority any required approvals necessary to construct any proposed improvements.

6.4 Construction to Comply with Approvals and Consent

- 6.4.1 Upon receipt of CFIB's consent to the Construction Plan and the required approvals, the member must construct the improvements in a timely, proper and workmanlike manner in accordance with the Construction Plan and the applicable approvals.

6.5 Occupation of the Improvements

- 6.5.1 The improvements must not be occupied by any Person until Substantial Completion and the member has received any required occupancy permits. Improvements may be occupied in stages or phases.

6.6 Additional Documents

- 6.6.1 On completion of construction of the improvements and if requested by CFIB, the member will promptly deliver to CFIB:
- (a) *reproducible as-built plans for any completed improvements, certified correct by a licensed and registered architect or engineer; and*
 - (b) *operation and maintenance manuals.*

6.7 Maintenance

- 6.7.1 The member must maintain the Premises in the condition that a prudent owner in occupation would maintain them.

6.8 Ownership of the Improvements During the Term

- 6.8.1 Despite any rule of law about the immediate vesting of fixtures to CFIB, title to any improvements constructed during the Term vests with the member during the Term.
- 6.8.2 Upon any termination of this Agreement, title to the improvements will vest absolutely in CFIB.

6.9 Damage to, or Destruction of, the Improvements

- 6.9.1 If any improvements are damaged or destroyed, then:
- (a) *the member must promptly notify CFIB;*
 - (b) *this Agreement will not be deemed to have ended;*
 - (c) *the member is not allowed to surrender possession except with the prior written consent of CFIB; and*
 - (d) *the member must clean up the Premises.*

7. INSURANCE

7.1 Required Insurance

- 7.1.1 Throughout the Term and any other time the member may be in possession of the Premises, the member will maintain the following insurance:
- (a) *Residential general liability insurance against claims for bodily injury (including death), personal injury, or property damage arising in connection with the use and occupation of the Premises in an amount of at least \$2 million per occurrence;*

- (b) *Residential building form property insurance to cover “all risks” (including the perils of earthquake, flood, lightning, explosion, wind, hail, smoke, and sewer backup) of physical damage to, or loss of, the improvements in an amount at least equal to their full replacement value; and*
- (c) *Any other insurance that CFIB may reasonably require.*

7.2 Insurance Provisions

- 7.2.1 The member must not use, or allow the use of, the Premises in any way that will cause any required insurance to be cancelled or any insurers generally to refuse to provide any required insurance.
- 7.2.2 All insurance required under this Agreement must include the features customarily included in that type of insurance on similar residential properties in British Columbia by prudent owners and any features that CFIB reasonably requires. The insurance must not include any non-standard, special, or unusual exclusions or restrictive endorsements without the prior written consent of CFIB.
- 7.2.3 The member will cause each insurance policy required under this Agreement to:
 - (a) *be primary, non-contributing with, and not in excess of, any other insurance available to CFIB;*
 - (b) *contain a prohibition against cancellation or material change that reduces or restricts the insurance without CFIB giving CFIB at least 30 days prior written notice;*
 - (c) *contain a waiver in respect of the interests of CFIB, where CFIB is an insured, of any provision in any such policy with respect to any breach or violation of any warranties, representations, declarations, or conditions in such policy;*
 - (d) *contain a clause to the effect that any release from liability entered into by the member prior to any claim will not affect the right of CFIB to recover; and*
 - (e) *be in a form and with insurers satisfactory to CFIB.*
- 7.2.4 If any insurance policy contains a co-insurance provision, then:
 - (a) *the member will at all times maintain sufficient Insurance to prevent CFIB and the member from being co-insurers and permit full recovery from the insurer; and*
 - (b) *the policy will contain a waiver of subrogation so that the insurance will protect CFIB and the member as if they were fully insured under separate policies.*

7.3 Cancellation of Insurance

- 7.3.1 The member will not do anything, or fail to do anything, that may cause any insurance to be voided or otherwise cancelled.
- 7.3.2 The member will promptly notify CFIB if any insurance is cancelled or is threatened to be cancelled.
- 7.3.3 The member will promptly rectify any condition giving rise to such cancellation or threat of cancellation and promptly provide evidence satisfactory to CFIB that the insurance will not be cancelled, or has been renewed. If the member fails to rectify such condition promptly, then without limiting any of CFIB’s other rights under this Agreement and without liability to CFIB, CFIB may enter the Premises, if necessary, and rectify the condition so that the insurance is maintained or renewed. CFIB’s expenses under this section are Fees.

7.4 Policies and Certificates

- 7.4.1 The member will deliver to CFIB the certificates of insurance necessary to demonstrate that any required insurance has been obtained, maintained, renewed or replaced, as necessary to comply with this Agreement, along with certified copies of each insurance policy.

7.5 Release from Liability

- 7.5.1 The member releases CFIB from all liability for injury, death, loss (including economic loss), or damage (including any such injury, death, loss or damage that may arise out of the negligence or omission of CFIB or CFIB's Council, officials, employees, servants, agents, contractors and subcontractors) resulting from any of the perils or injury against which the member has covenanted in this Agreement to insure.

7.6 Insurance May be Maintained by CFIB

- 7.6.1 If the member fails to get or keep any required insurance, then CFIB may get and keep such insurance in such amount with such deductibles and for such period as CFIB deems advisable, and CFIB's expenses under this subsection are Fees, and the member's failure to comply with the insurance covenant will nevertheless constitute a breach within the meaning of 11.2.1 this Agreement.

8. ENVIRONMENT

8.1 Contaminants

- 8.1.1 The member will not use, transport or store contaminants on the Premises, except as may be reasonably required for the Permitted Uses and in strict compliance with Environmental Laws.

8.2 Report and Clean up of Spill

- 8.2.1 If a contaminant is spilled on, in or around any part of the Premises, then upon becoming aware of the Spill, the member will promptly:

- (a) *comply with any reporting requirements for the Spill that exist under Environmental Laws, and copy CFIB on all reports provided to other governments under their Environmental Laws;*
- (b) *take the following steps to deal with the Spill:*
 - (i) **stop, contain and minimize the effects of the contaminant;**
 - (ii) **reduce the level of the contaminant on the Premises or anywhere else on the Reserve to a level that is at or below the most stringent of the Environmental Benchmarks; and**
 - (iii) **reduce the level of the contaminant outside the Reserve to a level that is required by the applicable Environmental Laws;**
- (c) *where the Spill was subject to any reporting requirements under (a), give CFIB a report prepared by independent and qualified professionals of the activities under (b) and the condition of the affected areas after those activities compared with, to the extent reasonably possible, the condition of those areas before the Spill; and*
- (d) *do such further activities as CFIB may reasonably require, based on the report referred to (c) to contain and rectify the effects of the Spill.*

8.3 Removal of Contaminants

8.3.1 Without limiting section 8.2.1, if requested by CFIB or any Authority, the member will promptly remove any contaminants that are on the Premises by the actions or omissions of the member or a Responsible Person and, upon the removal, will promptly deliver to CFIB evidence satisfactory to CFIB confirming the removal to the satisfaction of CFIB and any Authority.

8.3.2 On or before the end of the Term, the member will remove any contaminants that are on the Premises by the actions or omissions of the member or a Responsible Person so that any contaminants that remain are at or below the most stringent of the Environmental Benchmarks.

8.4 Title to Contaminants

8.4.1 Despite anything else in this Agreement or any rule of law to the contrary, any contaminants that are on the Premises by the actions or omissions of the member or a Responsible Person remain the sole and exclusive property of the member and will not become the property of CFIB, regardless of any degree of affixation of the contaminants on the Premises.

8.5 Environmental Screening and Remediation

8.5.1 CFIB conducted an environmental screening to assess the environmental condition of the Premises immediately prior to the Start Date, the report from which is attached as Schedule A, and the Parties agree that the information from that screening accurately reflects the environmental condition of the Premises immediately prior to the Start Date.

8.5.2 In the event of termination of this Agreement, the member will promptly remediate the Premises to their environmental condition immediately prior to the Start Date, or the environmental condition acceptable to CFIB.

8.6 Environmental Indemnity

8.6.1 Without limiting Article 15, losses or expenses (including legal fees on a solicitor-client basis) incurred by CFIB, its employees, agents, contractors and subcontractors in any way as a result of contaminants that are on the Premises, or that have migrated to any other areas from the Premises, by the actions or omissions of the member or a Responsible Person are Fees under this Agreement.

8.7 Survival of Article

8.7.1 This article survives the termination of this Agreement.

9. CFIB'S ACCESS TO THE PREMISES

9.1 Inspection

9.1.1 CFIB may, with at least 48 hours prior written notice to the member, access the Premises for the purpose of inspection to ensure compliance with this Agreement and any Laws or to perform any of the member's covenants as provided for in this Agreement.

9.2 Access Without Notice

9.2.1 CFIB may access the Premises at any time and without notice to the member if one or more of the following applies:

- (a) *there is an emergency and the access reasonably appears to be necessary to protect life or property;*

- (b) *the member gives CFIB permission; or*
- (c) *there is evidence that the member has abandoned the Premises for a period of 30 or more consecutive days without written consent of CFIB.*

10. TERM

- 10.1.1 The member's Allocation starts on the ____ day of _____, 20____, and continues for an indefinite term ("**Term**") subject to this Agreement.
- 10.1.2 The member may terminate this Agreement at any time by providing 90 days written notice to CFIB and such notice must specify the date on which the member will vacate the Premises.
- 10.1.3 CFIB may terminate this Agreement at any time for default or breach of this Agreement in accordance with the terms of this Agreement.

11. DEFAULT, BREACH AND TERMINATION

11.1 Default on a Loan

- 11.1.1 If the member has obtained a loan in relation to the Premises with the assistance of a loan guarantee provided by CFIB, and the member defaults on the loan, CFIB may immediately terminate this Agreement with written notice to the member.

11.2 Breach Notice

- 11.2.1 If the member uses the Premises for a use other than its Permitted Uses, or fails to perform or observe any covenant of this Agreement, or is otherwise in breach of this Agreement, then CFIB may deliver a breach notice to the member.
- 11.2.2 If CFIB delivers a breach notice to the member under this section and the breach is reasonably capable of being cured within 30 days after the notice is delivered but is not cured within that time, then CFIB may immediately terminate the Agreement with written notice to the member.
- 11.2.3 If CFIB delivers a breach notice to the member under this section and the breach is not reasonably capable of being cured within 30 days after the notice is delivered, the member must:

- (a) *begin to cure the breach promptly after the notice is delivered; and*
- (b) *proceed to cure the breach with all due diligence to completion,*

failing which CFIB may, by written notice to the member immediately terminate the Agreement.

- 11.2.4 If CFIB delivers a breach notice to the member under this section and the breach is not cured within the time permitted, then, without relieving the Member of its covenants under this Agreement and without limiting any other right of CFIB, CFIB may undertake the performance of any necessary work in order to complete such covenants of the member. CFIB has no obligation to complete such work.
- 11.2.5 CFIB is not liable for any of the member's losses or expenses because of CFIB's curing of, or attempt to cure, the breach.
- 11.2.6 CFIB's expenses under this article are Fees. This article survives any termination of this Agreement.

11.2.7 Any curing of a breach by a Person other than the member will be construed as a curing of that breach by the member.

11.3 Cancellation

11.3.1 If the member commits a fundamental breach of this Agreement or defaults on a loan contemplated in section 11.1 of this Agreement and the CFIB terminates this Agreement in accordance with the terms set out in this article, then:

- (a) *the Allocation is terminated and the member's right to occupy and use the Premises will terminate without right of re-entry or any other act or legal proceedings and CFIB will be considered to have re-entered the Premises without any requirement for CFIB to physically re-enter the Lot, start any legal proceeding, or do anything else;*
- (b) *the member will promptly and peaceably surrender to CFIB the Premises in the condition the Premises were required to be kept under this Agreement without any compensation for so doing; and*
- (c) *without limiting the generality of the foregoing, CFIB will retain all rights, titles and interests in the Premises and may sell, transfer, convey, lease, rent or otherwise dispose of the Premises, free and clear of any claim by the member.*

11.3.2 On written notice from CFIB given within a reasonable time after this Agreement ends, the member will promptly:

- (a) *remove any improvements that CFIB notifies the member to remove;*
- (b) *fix all damage to the Premises caused by the removal of these improvements; and*
- (c) *leave the rest of the Premises in the same condition as it would be maintained by a prudent owner in occupation and free from all waste, debris, and things not owned by CFIB to the reasonable satisfaction of CFIB.*

11.3.3 If the member fails to comply with a notice under section 11.3.2, then CFIB may undertake the work specified in the notice in its sole discretion without liability to the member, or any Person who has an interest in any removed improvements or things. CFIB's expenses under this subsection are Fees.

11.3.4 This article survives after any termination of this Agreement.

12. SURVIVAL OF OBLIGATIONS AND ACCESS TO THE PREMISES

12.1.1 The member is entitled to access the Premises after this Agreement ends only at the reasonable times and on the reasonable conditions set by CFIB and only to perform any of the member's obligations that survive after this Agreement ends. The member is not in possession of the Premises because of any activities conducted for this purpose.

12.1.2 This article survives after any termination of this Agreement.

13. EXPROPRIATION

13.1 CFIB's Expropriation Power

- 13.1.1 Notwithstanding anything else in this Agreement, CFIB may expropriate the Allocation, including all or part of the Premises, for a necessary community purpose that is intended to provide a facility, benefit or support for CFIB members or persons residing on Reserve, including but not limited to: a fire hall, utility or transportation corridors, community centers, public works facilities, schools, daycare facilities, hospitals, health-care facilities, and retirement homes.
- 13.1.2 CFIB may only expropriate the Allocation if, in CFIB's sole determination acting reasonably, no other suitable Reserve land is available for the required purpose.
- 13.1.3 An expropriation decision must be confirmed by duly authorized Band Council Resolution, which must at a minimum identify the community purpose for the expropriation and confirm the lack of other suitable Reserve land for the community purpose.

13.2 Notice of Expropriation

- 13.2.1 CFIB will provide the member with at least 180 days written notice of the expropriation except where the expropriation is required to respond to any emergency and protect human health, human safety, or CFIB property.

13.3 Compensation

- 13.3.1 CFIB will provide fair and reasonable compensation to the member for the expropriation as set out in this section.
- 13.3.2 If there are reasonably available Reserve lands, CFIB will offer the member a replacement lot or a choice of replacement lots as similar in value and desirability to the land being expropriated and the member may choose whether to accept a replacement lot. No compensation for loss of the Lot is payable if there are no replacement lands available or if the member declines the replacement lot(s) offered by CFIB.
- 13.3.3 The member is also entitled to compensation for the value of any improvements made to the Lot during the term of the Agreement. Compensation must take one of three forms, as selected by the member:
 - (a) *a replacement lot containing improvements of comparable value, where CFIB offers such a lot and the member accepts it;*
 - (b) *cash compensation equal to the replacement value of the improvements being expropriated; or*
 - (c) *cash compensation equal to the fair market value of the Premises.*
- 13.3.4 The calculation of the value of the cash compensation in subsection 13.3.3 will be estimated at CFIB's expense by a qualified appraiser, jointly selected by CFIB and the member, who has experience assessing the value of properties on reserve. Fair market value will be equal to the amount that would have been paid for the Premises if they had been sold on the Reserve by a willing seller to a willing buyer.

14. FEES

- 14.1.1 CFIB will deliver written notice of any Fees to the member and the member will pay the Fees within 30 days after the date on which the notice was received.
- 14.1.2 If the member fails to pay the Fees when due, then the member will pay interest on the unpaid amount at the rate of prime plus 1% per month from the date the payment is due until the date the payment is made by the member.
- 14.1.3 CFIB may recover any amount payable by the member under this section as a debt owed to CFIB.
- 14.1.4 This article survives any termination of this Agreement.

15. INDEMNIFICATION

- 15.1.1 The member will indemnify and save harmless CFIB and CFIB's Council, officials, employees, servants, agents, contractors and subcontractors against and from all claims, demands, damages, losses (including economic losses of any diminution in the fair market value of the Premises, based on the highest and best use of the Premises as opposed to the Permitted Uses), expenses (including legal fees on a solicitor-client basis), or payments arising from:
 - (a) *breach of any of the member's covenants under this Agreement;*
 - (b) *injury, death, damage, loss or expense of any Person in any way because of the actions or omissions of the member or a Responsible Person;*
 - (c) *injury, death, damage, loss or expense of any Person in any way because of the use of the Premises, except where it is caused by the willful or negligent acts or omissions of CFIB or its Council, employees, agents, contractors, and subcontractors, unless it involves a peril against which the member is obligated to obtain and maintain insurance, in which case the release set out in Section 7.5.1 absolves CFIB of all liability for those acts or omissions; or*
 - (d) *contaminants on the Premises as a result of the actions or omissions of the member or a Responsible Person.*
- 15.1.2 This article survives after any termination of this Agreement.

16. DISPUTE RESOLUTION

- 16.1.1 The Parties will make all reasonable and best efforts to resolve disputes under this Agreement in accordance with this article.

16.2 Negotiation

- 16.2.1 The Party who wishes a dispute to be resolved will give a dispute notice to the other Party. Each Party will promptly designate a senior representative who will attempt in good faith to resolve the dispute by negotiation.

16.3 Mediation

- 16.3.1 If the Parties are unable to resolve the dispute through negotiation within 30 days of delivery of the dispute notice, then either Party may give a mediation notice to the other Party. The Parties will appoint a qualified, impartial and experienced mediator, the cost of which will be paid equally by both Parties.

- 16.3.2 If the Parties cannot agree on a mediator within 15 business days of delivery of the mediation notice, then the mediator will be appointed by the Appropriate Dispute Resolution Institute of Alberta (or its successor, or a similar body if neither is available).
- 16.3.3 If the Parties cannot resolve a dispute that has been the subject of mediation within 30 days, or such other further period agreed to by the Parties, they will request the mediator to terminate the mediation and to certify that the mediation has failed on the particular issue.

16.4 Arbitration

- 16.4.1 Either Party may, by giving written notice to the other Party within 30 business days after the date of termination of the mediation, refer the dispute to be finally resolved by arbitration under the *Arbitration Act*, RSA 2000, c. A-43.
- 16.4.2 The decision of the arbitrator will be final and binding on the Parties.
- 16.4.3 The cost of the arbitrator will be paid equally by both Parties unless the arbitrator orders a different division.

17. GENERAL PROVISIONS

17.1 Notice

- 17.1.1 The address for delivery of any notice, written communication or other thing required or permitted to be given in accordance with this Agreement, including any notice advising the other Party of any change of address, will be as follows:

<i>To CFIB:</i>	<i>To the Member:</i>

- 17.1.2 Any notice or other written communication will be sufficient if delivered personally, by registered mail, postage prepaid or facsimile transmission, and will be deemed to be effective on the last of the following dates:

- (a) *the date stated in the notice as the effective date of the notice;*
- (b) *if mailed by prepaid registered mail, that date 5 business days after mailing;*
- (c) *if delivered personally, on the date of the delivery; and*
- (d) *if delivered by facsimile transmission, on the date of receipt of the transmission provided that during an actual or anticipated postal disruption or stoppage, neither party will use postal delivery.*

17.2 Entire Agreement

- 17.2.1 This Agreement, the Schedules attached hereto, and any documents expressly contemplated by this Agreement, constitute the entire agreement between the Parties about the subject matter of this Agreement. It supersedes and revokes all previous communications, representations, negotiations and agreements, whether oral or written, between the Parties in relation to the subject matter hereof.

17.2.2 Any amendment to this Agreement will be made in writing, executed by all Parties and attached as an addendum to this Agreement.

17.3 Member's Obligations and Representations

17.3.1 All of the member's obligations are conditions as well as covenants.

17.3.2 All of the member's representations survive after this Agreement ends.

17.4 Time is of the Essence

17.4.1 Time is of the essence in this Agreement.

17.5 Governing Law

17.5.1 This Agreement will be governed by and construed in accordance with the laws of British Columbia and Canada.

17.6 Ambiguity and Severability

17.6.1 No ambiguity in any of the terms of this Agreement will be interpreted in favour of any Party.

17.6.2 If a court of competent jurisdiction determines that any provision of this Agreement is invalid or inapplicable, the provision will be severed from the Agreement and the remainder of the Agreement will continue in effect and be interpreted as if this Agreement had been made without the invalid part.

17.7 Waivers

17.7.1 Any waiver of an obligation must be done in writing. No waiver is to be inferred from anything done or omitted to be done.

17.8 Further Steps

17.8.1 Each of the parties to this Agreement will promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party may reasonably require from time to time, for the purpose of giving effect to the provisions of this Agreement and will use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.

17.9 Cumulative Remedies

17.9.1 All rights and remedies in this Agreement or available in law or equity will be cumulative of each other, and neither the exercise nor the failure to exercise any such right or remedy will preclude the exercise of any other such right or remedy.

17.10 Independent Legal Advice

17.10.1 The member acknowledges that he or she has had the opportunity to obtain independent legal advice prior to signing this Agreement, including, without limitation, legal advice concerning the enforceability and registration of a custom allotment under the *Indian Act*.

17.11 CFIB's Contracting Authority

17.11.1 The Council, on behalf of CFIB, at a duly convened meeting held on _____ 2015 and by a duly executed Band Council Resolution

- (a) *consented to the terms of an allocation agreement substantially in the form of this Agreement; and*
- (b) *authorized its signatory to allocate portions of the Reserve through allocation agreements to members on its behalf.*

IN WITNESS WHEREOF the Parties have executed this Agreement in _____, British Columbia, on _____, 20____.

Witnessed by me at _____

in the Province of British Columbia this _____ day of _____, 20____.

Witness

CFIB Authorized Signatory

Witnessed by me at _____

in the Province of British Columbia this _____ day of _____, 20____.

Witness

Member

Schedule "A"

[insert environmental screening report for the Lot]

APPENDIX 15
Security and Indemnity Agreement

THIS AGREEMENT is made the ____ day of _____, 20__.

Between:

COOK'S FERRY INDIAN BAND

("CFIB")

And:

Borrower #1: _____

Address _____

Borrower #2: _____

Address _____

("Borrower(s)")

being collectively the parties (the "**Parties**") to this Agreement.

BACKGROUND FACTS

- A. The Borrower(s), *[insert names of all Borrowers who are CFIB members]* _____, is a/are member(s) of CFIB.
- B. The Borrower, *[insert name of non-member spouse]* _____, is the non-member spouse of _____ and is the co-applicant on the Loan.
- C. The Borrower has applied for a loan ("**Loan**") through the Market Based Housing Program to *[select one: construct a new home, renovate an existing home, purchase an existing home or refinance an existing home]* that *[select one: is or will be]* the Principal Residence of the Borrower ("**Home**") on the CFIB reserve.
- D. The Home *[select one: is or will be]* located on lands described as:

_____ ("**Lot**") to which the Borrower has a right of possession granted by CFIB through a custom allocation, and the agreement between the Borrower and CFIB regarding the allocation is attached as Schedule "B" to, and forms part of, this Agreement ("**Allocation Agreement**").
- E. In order for the Borrower to receive the Loan, CFIB must provide a loan guarantee ("**Loan Guarantee**").

Therefore, in consideration of the mutual promises set out in this Agreement and other good and valuable considerations the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

LOAN GUARANTEE

1. Upon execution of this Agreement, CFIB will issue the Band Council Resolution for the Loan Guarantee, substantially in the form set out as Schedule “A” to this Agreement.

SECURITY – POWER TO REVOKE THE RIGHT TO POSSESSION OF THE PREMISES

2. The Borrower acknowledges and agrees that the Lot is CFIB reserve land and that the Borrower’s right to possession of the Lot and improvements on the Lot (together the “**Premises**”) is subject to the terms and conditions of this Agreement, the Allocation Agreement and to any applicable laws, rules or policies established by CFIB from time to time.
3. The Borrower agrees that the Home and any other improvements made to the Lot during the Term of this Agreement with funds obtained wholly or in part with the Loan Guarantee (“**Improvements**”) will become fixtures on the Land and will not be removed or destroyed until the Term of this Agreement ends.
4. If the Borrower defaults on the Loan, CFIB may revoke or cancel the Borrower’s right to possession of the Lot in accordance with the terms of this Agreement and the Allocation Agreement, and all rights, title and interests in the Premises will absolutely be vested in CFIB.
5. Upon repayment of the Loan’s principal, interest, and any of CFIB’s reasonable expenses incurred as a result of any breach by the Borrower of this Agreement, CFIB will promptly issue a Band Council Resolution confirming that the debt has been satisfied and release the Borrower from any further obligations under this Agreement.

USE OF LOAN

6. The Borrower will only use the Loan funds for the purpose of [*select one*: constructing the Home, renovating the Home, or purchasing the Home], in accordance with all applicable CFIB policies (“**CFIB Policies**”) and the Lender’s requirements.
7. Where the Loan is for the purpose of constructing or renovating the Home, the Borrower will ensure that the contractor responsible for constructing or renovating the Home (“**Contractor**”), receives Loan funds only upon satisfactory completion of certain stages of [*select one*: construction or renovation] as identified in the Loan documents and the CFIB Market Housing Policy.

APPLICATION OF THE CFIB HOUSING POLICY

8. By signing this Agreement the Borrower agrees that he/she has read and is familiar with the CFIB Market Housing Policy, which forms part of this Agreement, and agrees to follow it, including any amendments to the Market Housing Policy as, and when amendments are approved by CFIB. In the event of any inconsistency between this Agreement and the Market Housing Policy, this Agreement shall prevail.

CONSTRUCTION OR RENOVATION OF THE HOME

9. Where the Loan is for the purpose of constructing or renovating the Home, the Borrower will not select the Contractor without the prior written consent of CFIB.
10. Where the Loan is for the purpose of constructing or renovating the Home, the Borrower will ensure compliance with all applicable CFIB Policies, construction and building laws, standards, codes, and best practices, and the Borrower understands that CFIB assumes no liability for ensuring this compliance.
11. Where the Loan is for the purpose of constructing or renovating the Home, the Borrower will ensure that the work proceeds in a timely and good workmanlike manner.

12. If the Borrower breaches section 10 or 11, CFIB may make any arrangements it deems necessary to ensure compliance. The Borrower shall indemnify CFIB and repay any reasonable costs incurred by CFIB as a result of any actions taken under this clause.

INSURANCE

13. The Borrower will purchase and maintain “all perils” house insurance in an amount not less than full replacement value of the Home and general liability insurance in the amount of \$2,000,000.00 until the Loan’s principal and any interest is repaid in full and this Agreement ends in accordance with clause 35.
14. Where the Home is being [*select one*: constructed or renovated], the Borrower will purchase and maintain general liability insurance and construction insurance in a form and an amount satisfactory to CFIB.
15. The Borrower will purchase and maintain life insurance in an amount sufficient to cover the Loan amount.
16. The Borrower will ensure that all insurance policies required under this Agreement name CFIB as an additional insured, with loss payable to CFIB, and contain a waiver of any subrogation rights that the insurers may have against CFIB.
17. The Borrower will ensure that all insurance policies required under this Agreement provide that CFIB will be notified in the event of arrears, default, cancellation or threat of cancellation.
18. The Borrower will provide insurance policies to CFIB that demonstrate compliance with clauses 13-17 of this Agreement.
19. The Borrower will not do anything, or fail to do anything, that will void the insurance required under this Agreement or otherwise cause it to be cancelled.
20. If the Borrower fails to maintain the insurance required under this Agreement, CFIB may obtain such insurance and charge the Borrower an amount equivalent to the premiums, which charges will be a debt owed by the Borrower and payable to CFIB under this Agreement, and the Borrower’s failure to comply with the insurance covenant will nevertheless constitute a breach within the meaning of clause 30 of this Agreement.

MAINTENANCE

21. The Borrower:
- a. will keep the Premises clean and in good repair and will not allow waste, garbage or other refuse to accumulate;
 - b. is solely responsible for all maintenance and/or repairs that may be required to maintain the Premises;
 - c. will not cause any damage to the Premises, including, but not limited to, causing or permitting environmental contamination; and
 - d. is responsible for the reasonable cost of any repairs or clean up required incurred by CFIB in respect of the Premises due to the intentional or negligent acts or omissions of the Borrower.

INSPECTION

22. Provided that CFIB provides the Borrower with at least 48 hours prior written notice, CFIB may enter and inspect the Premises to determine whether the Borrower is complying with this Agreement and the CFIB Policies.

NON-MEMBER BORROWER / CO-APPLICANT

23. In the event that a Borrower is not a member of CFIB, that non-member Borrower hereby acknowledges that he or she has no present or future possessory interest in the Premises. The non-member Borrower further agrees that any other interest that he or she holds in the Premises ranks second in priority to CFIB's interests in the Premises.
24. Clause 23 survives the termination of this Agreement. **ASSIGNMENT**
25. The Borrower will not assign or transfer any right, obligation, title, or interest the Borrower has or owes under the Loan agreement or this Agreement without the prior written consent of CFIB, and any assignment or transfer made without that consent is void.

SUCCESSORS

26. CFIB may treat the death of the Borrower as a breach of this Agreement unless the Borrower:
 - a. has sufficient life insurance to pay out the Loan and has notified CFIB of his or her beneficiary in advance and in writing, in which case, upon discharge of the Loan, CFIB will assign the rights under the Allocation Agreement to the beneficiary, provided that he or she is a CFIB member and enters into an Allocation Agreement of his or her own with CFIB; or
 - b. has notified CFIB of his or her beneficiary in advance and in writing, in which case CFIB will assign this Agreement and the Loan and the rights under the Allocation Agreement to the beneficiary, provided that the beneficiary is a CFIB member and consents to, and qualifies for assignment of this Agreement and the Loan and enters into an Allocation Agreement of his or her own with CFIB.
27. For the purpose of section 26, the Borrower's beneficiary may be a single CFIB member or two CFIB members who are spouses.

DEFAULT / BREACH /TERMINATION

28. The Borrower will immediately notify CFIB if the Borrower is more than 5 days late on a Loan payment or if the Borrower defaults on the Loan.
29. A default on the Loan by the Borrower constitutes a breach of this Agreement and entitles CFIB to immediately terminate this Agreement with written notice to the Borrower.
30. In the event of any breach of the Agreement other than a default on the Loan, CFIB may, by written notice to the Borrower, inform the Borrower of the breach and the Borrower's duty to rectify the situation, and if the Borrower fails to rectify the breach within 30 days of such notice, CFIB may immediately terminate this Agreement with written notice to the Borrower.
31. If CFIB terminates the Agreement in accordance with clause 29 or 30, then:
 - a. the Allocation Agreement is also deemed terminated and the Borrower's right to occupy the Premises terminates without re-entry or any other act or legal proceedings by CFIB, and CFIB may re-enter the Premises and possess and enjoy them as if this Agreement had not been made;
 - b. the Borrower will peaceably surrender to CFIB the Premises in the condition the Premises are required to be kept, under this Agreement;
 - c. without limiting the generality of the foregoing, CFIB will retain all rights, titles and interests in the Premises and may sell, transfer, convey, lease, rent or otherwise dispose of the Premises, free and clear of any claim by the Borrower; and
 - d. this clause survives the termination of this Agreement.

COST RECOVERY

32. CFIB is entitled to recover from the Borrower all of the expenses that it reasonably incurs as a result of any breach of this Agreement by the Borrower whether or not CFIB terminates the Agreement, including administrative costs and legal expenses.
33. The Borrower agrees that CFIB may recover its costs by all available means, including:
- a. sale or rental of the Premises, where this Agreement and the Allocation Agreement are terminated;
 - b. deductions from any amount owing by CFIB to the Borrower, such as per capita distributions;
 - c. garnishment of the Borrower's wages;
 - d. personal property seizure proceedings in relation to the Borrower's property; and
 - e. any other lawful means available.
- (14) This clause survives the termination of this Agreement.

INDEMNIFICATION

34. The Borrower will indemnify and save harmless CFIB from any and all liabilities, fines, suits, claims, costs or expenses CFIB incurs as guarantor or otherwise in connection with this Agreement, any injury, death, damage or loss of any person arising out of the Borrower's occupation of the Premises, the Borrower's performance or breach of a clause of the Agreement, including, without limitation, any liabilities not covered by the insurance required under this Agreement, or which result from the failure of the Borrower to maintain the insurance required under this Agreement.
35. Clause 34 survives the termination of this Agreement.

TERM

36. This Agreement will remain in full force and effect until either:
- a. the Loan is repaid in full, all other terms of this Agreement have been complied with, and CFIB issues the Band Council Resolution releasing the Borrower from further obligations in accordance with clause 5; or
 - b. CFIB terminates the Agreement under clause 29 or 30.

NOTICE

37. Any written notice required under this Agreement may be given by personal delivery to the undersigned or by mail to the addresses set out on page 1. It is the responsibility of each Party to this Agreement to notify the other Party if their address for delivery changes. A notice will be considered to be received if delivered personally on the date of delivery, and if delivered by mail five business days after mailing.

GENERAL PROVISIONS

38. Time is of the essence in this Agreement.
39. This Agreement will be governed by and construed in accordance with the laws of Alberta and Canada.

40. Any amendment to this Agreement will be made in writing, executed by all Parties and attached as an addendum to this Agreement.
41. This Agreement and the schedules to this Agreement constitute the entire agreement between the Parties pertaining to the subject matter of this Agreement. There are no warranties, representations or agreements between the Parties in connection with the subject matter of this Agreement, except as specifically set out in this Agreement.
42. Words in the singular include the plural form, unless the context otherwise requires.
43. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or inapplicable, the provision will be severed from the Agreement and the remainder of the Agreement will remain in force with any necessary revisions.
44. The effective date of this Agreement is the date this Agreement is signed by all the Parties.

INDEPENDENT LEGAL ADVICE

45. The Borrower(s) acknowledges that he/she/they have each had the opportunity to obtain independent legal advice prior to signing this Agreement, including, without limitation, legal advice concerning on-reserve spousal property matters and the property rights of non-members, if applicable.

IN WITNESS WHEREOF the Parties have executed this Agreement on _____, 20__.

Witnessed by me at _____)
 in the Province of _____ this _____ day of _____)
 _____, 20___.)
 _____)
 _____)
 Witness _____)

 CFIB Authorized Signatory

Witnessed by me at _____)
 in the Province of _____ this _____ day of _____)
 _____, 20___.)
 _____)
 _____)
 Witness _____)

 Borrower #1
 (Print Name: _____)

Witnessed by me at _____)
 in the Province of _____ this _____ day of _____)
 _____, 20___.)
 _____)
 _____)
 Witness _____)

 Borrower #2
 (Print Name: _____)

Schedule “A” –
Band Council Resolution for the Loan Guarantee

WHEREAS:

Chief and Council of CFIB have entered into an agreement with the CFIB Nations Market Housing Fund to address the housing needs of CFIB Membership;

A component of the agreement is to provide access to financing through a lending institution for Band Members who desire to take control of their individual housing needs;

By Motion # (xxx), (Date) Council approved entering into an agreement with the CFIB Nations Market Housing Fund in an effort to provide good quality housing options for our Membership;

Band Member (*Full Name*), Band # (xxx) has qualified for bank financing with the (name of lender);

CFIB has entered into an Allocation Agreement with Band Member (*Full Name*), Band # (xxx) granting use and occupancy rights to the lands and any improvements situated on the (name of reserve), being more particularly described as:

Legal Land Description: *Lot # x Block x*
 Plan # x
 Civic address if one exists;

The proposal submitted by the (*name of lender*) for a Credit Enhancement Certificate was accepted by CFIB and the CFIB Nations Market Housing Fund on (*Date*); and

Band Member (*Full Name*), Band # (xxx) has entered into a Security and Indemnity Agreement in favour of the Band.

Now therefore be it resolved:

That the Council of CFIB approves the request of Member (*Full Name*), Band # (xxx), to guarantee payment of his/her loan in the amount of \$ (xxx) from the (*Name of lender*) and authorizes the signing of all documents required to make that loan guarantee.

APPENDIX 16
Pet Policy
PET OWNERSHIP RULES

GENERAL

1. All tenants who keep a Pet must comply with these rules and no tenant may keep an animal on the residential premises or residential property except as specifically permitted by these rules. These rules, as amended from time to time, form part of the tenancy agreement for the residential premises.
2. In these rules, the defined terms have the same meaning as in the Tenancy Agreement for the residential premises, except that:
 - a) "Pet" means any domesticated animal which is kept or fed;
 - b) "Residential Premises" includes not only the area as defined in the Tenancy Agreement, but also any balcony, porch, patio or fully enclosed outdoor area adjacent to and accessible from such Residential Premises;
 - c) "Rodent" means a domesticated gerbil, hamster, rat, mouse or guinea pig; and
 - d) "Vicious or Dangerous Dog" means any dog with a known tendency or disposition to attack a person or a Pet without provocation.

PETS ALLOWED

3. A tenant may keep one of the following animals as a Pet:
 - a) a bird;
 - b) a rabbit;
 - c) a Rodent;
 - d) a cat, if registered with the Landlord;
 - e) a dog, except a Vicious or Dangerous Dog, if registered with the Landlord; or
 - f) any Pet other than the above if the prior written approval of the Landlord is obtained.
4. A tenant **must not** keep more than one cat or one dog, and must not keep both a cat and a dog without prior written approval of the Landlord.
5. Livestock, and/or any animals intended for human consumption, are prohibited.
6. Exotic animals, such as snakes, lizards, spiders, etc., are prohibited.

REGISTRATION OF PETS

7. Prior to keeping a Pet for which written approval is required, a tenant must apply to the Landlord for registration. This application must include:
 - a) a description sufficient to identify the Pet;
 - b) the name, address and telephone number of the Pet's veterinarian;
 - c) the name, address and telephone number of an emergency contact person who will care for the Pet whenever the tenant is unable to do so;
 - d) if the application is for a cat or dog:
 - i) proof that the pet has been spayed or neutered;
 - ii) a photo of the Pet.

8. The Landlord may refuse an application to register a cat or a dog if:
 - a) keeping the cat or dog will pose a serious threat to the health or safety of other tenants or the Landlord; or
 - b) the tenant fails to provide all information required by these rules.
9. In the event the tenant is hospitalized, the emergency contact person shall be allowed access to the tenant's suite to take away and care for the Pet.
10. Every tenant who keeps a registered Pet will immediately advise the Landlord of any changes in the information provided

RULES GOVERNING PETS

11. A tenant must:
 - a) not leave pets unattended;
 - b) immediately remove all waste deposited by the tenant's Pet;
 - c) ensure that all litter (including waste) from the tenant's Pet is bagged and placed directly in garbage bins and not placed in garbage chutes or toilets; and
 - d) take sufficient and timely action to remove an infestation of fleas, lice, ticks or other external parasites from the tenant's Pet and the residential premises. The Landlord may undertake to have the premises treated by a professional pest control company and charge back all costs to the tenant.
12. When the Landlord is required to enter the residential premises for maintenance work or otherwise (unless in an emergency), the tenant must either remove the cat or dog from the residential premises or remain in the residential premises and keep the dog or cat under control at all times.
13. Subject to the requirements of the *Rental Agreement*, the Landlord is entitled to enter any residential premises where a tenant keeps a Pet to inspect the residential premises and determine whether the tenant is complying with these rules.
14. A tenant keeping a Pet must comply with all applicable municipal and Cook's Ferry Band Laws, policies, and bylaws. Where these rules conflict with any municipal bylaw, the bylaw will govern.

REMOVAL OF PET

15. The Landlord may require a tenant to remove a Pet from the residential premises and residential property or the Landlord may end the tenancy agreement if:
 - a) the tenant breaches these rules or fails to care for the Pet; or
 - b) the Pet:
 - i) causes noises or obnoxious odours which disturb other tenants;
 - ii) causes a health hazard to other tenants;
 - iii) causes any damage to the residence;
 - iv) bites, claws, aggressively pursues or otherwise harms any person or Pet; or
 - c) the tenant fails to rectify an infestation of fleas, lice, ticks or other external parasites.

LIABILITY OF TENANT

16. The tenant is liable for any damage done to the residential premises, the common areas of the residential property or to other residential premises within a building, or harm done to persons caused by the tenant's Pet or a Pet belonging to a guest of the tenant.

PET DAMAGE DEPOSIT

17. The tenant will pay a Pet Damage Deposit of half of one month's rent to be held by the Landlord.

I, _____, hereby acknowledge receipt of a copy of the Pet Ownership Rules and agree to comply with same.

TENANT SIGNATURE

DATE

TENANT SIGNATURE

DATE

Address & Property Reference: _____

Pet damage deposit paid: _____

APPENDIX 17
Transfer Application Form

I am member of the Cook's Ferry Indian Band wish to apply to transfer a rent-to-own home to another Band Member per section 6.12.1 of the CFIB Housing Policy.

1. Date of Application: _____

2. Tenant Information:

Tenant Name: First_____ Middle_____ Surname_____

Mailing Address:_____

Home Ph#(_____)_____ Cell#(_____)_____ Email:_____

Rent to Own Home Address:_____

3. New Tenant Information

Tenant Name: First_____ Middle_____ Surname_____

Mailing Address:_____

Home Ph#(_____)_____ Cell#(_____)_____ Email:_____

Rent to Own Home Address:_____

4. Reason for Transfer (check applicable box) In considering applications for transfers, the Housing Committee may approve a transfer for the following reasons:

_____ health-related - Tenant requires long-term hospitalization;

_____ educational - Tenant has decided to return to school;

_____ employment - Tenant has to move for work. For work, a one-time transfer will be allowed for a maximum of five (5) years.

5. Supporting documentation: Applications to transfer a rent-to-own home must be accompanied by supporting documentation. For health-related transfers, Tenants shall provide a letter from their Physician stating the need for extended out of town treatment and the approximate time-frame. For education transfers, supporting documentation shall include a letter of acceptance from the educational institution the Tenant will attend. In addition, proof of enrollment must be submitted prior to approval. For employment transfers, supporting documentation shall include a letter of confirmation from the Tenants employer, which is to include the location of work and expected term of the job.

6. Type of Transfer (check applicable box)

_____ Temporary Transfer: Temporary transfers are less than one (1) year in duration.

_____ Long-Term Transfer: Long-term transfers are between one (1) and five (5) years. Long-term transfers shall remain in force for a minimum of one (1) year, after which the original Tenant(s) can move back into the Unit. Long-term transfers must be renewed every year, up to a maximum of five (5) consecutive years. The arrangement is subject to cancellation upon the mutual agreement of both parties. For work, a one-time transfer will be allowed for a maximum of five (5) years.

_____ Permanent Transfer: Permanent transfers are transfers on a permanent basis where the Tenant(s) applying for approval of a transfer do not intend to return to the Unit. Permanent transfers are applicable to rent-to-own homes, but not Rental Homes.

Once a Rent-to-Own Unit has been permanently transferred it may not be transferred back to the transferor. Should the Rent-to-Own Unit become available again, it will then be allocated in accordance with this Policy.

7. Transfer – Rent to Own Agreement for Term: Upon receiving approval for a transfer, the Tenant(s) who will take over the Unit (the “transferee”) shall enter into a Rent to Own Agreement with CFIB, which shall apply while the transferee(s) occupies the rent-to-own home. For temporary transfers, upon returning to the rent-to-own home the original Tenant(s) (the “transferor”) shall enter into a new Rent-to-Own Agreement. In situations where a Tenant has made arrangements for another Band Member or individual to reside in a rent-to-own home without approval, he/she will remain responsible for rent, any damage to the home and may be subject to eviction for breaching the terms of this Policy and/or the Rent-to-Own Agreement.

8. Acknowledgement

We, the Tenant and Transferee have read and understand the CFIB Housing Policy as it relates to the transfer of a Rent to Own home and agree to be bound by the terms of the Housing Policy and Rent to Own Agreement during the term of the transfer.

Dated: _____

Signed on behalf of Tenant

Tenant Signature

Witness Signature

Witness – print name

Signed on behalf of Transferee

Transferee Signature

Witness Signature

Witness – print name