

# WEST MOBERLY FIRST NATIONS

## HOUSING POLICY & PROCEDURES

### RENT-TO-OWN



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## INTRODUCTION

This Policy is set by Council and guided by WMFN's customary values, traditions, and cultures.

WMFN works diligently towards achieving the housing objectives of:

- Providing WMFN Members access to quality housing on reserve lands that is appropriate to their needs;
- Fostering pride and personal responsibility among WMFN Members for our housing and for our community;
- Establishing and operating an economically sustainable housing program on WMFN Lands.

To advance these objectives, WMFN, operating in accordance with prudent business practices and remaining fiscally responsible, will:

- Respond to WMFN Members' housing requests and needs on WMFN Lands in an equitable and consistent manner
- Continuously strive to protect and improve the housing inventory, programs and services on WMFN Lands
- Inform WMFN Members of WMFN housing initiatives
- Administer the housing policies in a fair, transparent, and accountable manner and, in so administering the housing policies, to honour the customary traditions and practices of West Moberly First Nations, while maintaining alignment with all respective regulatory and funding agreement requirements.
- Comply with any applicable Court orders or decisions (e.g. Emergency occupancy Orders or Emergency Protection Orders).

The WMFN Rent-to-Own program provides WMFN Members an opportunity to rent a Residential Unit on WMFN Lands. These Residential Units are rentals built by WMFN with financing through a mortgage and are owned by WMFN for the duration of the original mortgage loan period and thereafter unless and until an Option to Purchase is completed. The WMFN Member occupies the unit as a Tenant and pays Rent and Infrastructure Fees to cover the ongoing loan payments and operating costs for that specific Residential Unit.

Tenants have the Option to Purchase the Residential Unit after the original mortgage held by WMFN is discharged, pending qualifications outlined in this policy.

Only those Residential Units originally negotiated as Rent-to-Own shall be eligible for the Option to Purchase.

Development of Residential Units as per this policy will be at the discretion of Council.

**DEFINITIONS**

The following definitions and, to the extent it is relevant, the WMFN Interpretation Policy, apply to this Policy. Any reference to an enactment is a reference to the current version of that enactment, including any amendment or replacement.

- Abandon**                                The Tenant or Homeowner has given Notice of their intention to abandon the Residential Unit or the Residential Unit appears to have been vacant for at least 30 Days after the first of the month without Notice and without prior arrangement for payment of fees due.
  
- Affordable Housing**                        Rental housing where monthly Rent is geared to the Tenant’s financial circumstance.
  
- Amortization Period**                        The length of time that it will take to pay off a debt or loan when making monthly payments (including interest).
  
  
- Capital Projects Department**                        The WMFN administrative department responsible for capital projects.
  
- Certificate of Possession or CP**                        A certificate which acts as documentary evidence issued by the Minister of Indigenous Services of a First Nation member's lawful possession of reserve lands pursuant to the Indian Act.
  
- Certificate of Custom Holding**                        A certificate which acts as documentary evidence issued by WMFN of a WMFN Member’s customary ownership of a Residential Unit on WMFN Lands. This certificate does not confer any ownership interest in WMFN Lands (for example, there is no ownership interest in the Lot or Premises on which the Residential Unit is located).
  
- Common Area**                                Any part of a residential property, including the Lot or Premises, the use of which is shared by multiple Tenants and/or Homeowners.
  
- Days**    Calendar days.
  
- Dependent Child**                                1. A child, stepchild, adopted child, or legal ward under age nineteen (19);  
2. A child aged nineteen (19) to twenty-four (24) who has provided documents that show attendance at school full time;  
3. A child aged nineteen(19) or older who is unable to support themselves due to a medical condition  
and is not a Spouse.

<b>Deposit</b>	An amount held by WMFN on a non-trustee, non-interest-bearing basis as continuing security for the performance by the Tenant of all of their responsibilities set out in the relevant Policy and Tenancy Agreement.
<b>Emergency Repair</b>	An accident, unexpected break, defect, or change in condition in the exterior or building envelope, interior framing, plumbing, heating, or electrical system, or any safety feature in any part of the home, that results in an immediate threat to health and safety requiring urgent repairs or replacement (e.g. fire outbreak, leaking roof, electrical malfunction, flooding, no water supply).
<b>Family Unit</b>	A household with a minimum of two (2) persons and must include at least one (1) Dependent Child at the time of occupancy.
<b>Guarantor</b>	A third-party who guarantees to pay a borrower's debt if the borrower defaults on a loan obligation.  For the purposes of a Mortgage with a Ministerial Loan Guarantee, this means ISC and WMFN. As guarantor, WMFN is responsible for reimbursement to ISC if the borrower defaults on their Mortgage with a financial institution according to the ISC Ministerial Loan Guarantee policy.
<b>Guests</b>	An individual who stays with a Tenant or Homeowner for less than 29 consecutive nights.
<b>Homeowner</b>	The owner of a Residential Unit on WMFN Lands, which may be subject to a Nation Secured Mortgage, a Nation Secured Mortgage, or another financing arrangement and who must be a WMFN Member.
<b>Homeowner Agreement</b>	The agreement between WMFN and the Homeowner giving permission for the use of WMFN Lands for a Residential Unit, and setting out certain infrastructure and other services provided by WMFN in exchange for the Homeowner's payment of fees
<b>Homeowner Fees</b>	Funds paid by Homeowners in exchange for the ongoing infrastructure and service provided or arranged by WMFN (which may include sewer, water, garbage pickup & disposal, and driveway snow removal).
<b>Housing Department</b>	The WMFN administrative department responsible for housing and the administration of this Policy, unless otherwise indicated.

<b>Housing Manager</b>	The person employed by WMFN to carry out management responsibilities of the Housing Department.
<b>Housing Wait List</b>	The list of completed applications kept on file by WMFN and reviewed when a Residential Unit becomes available.
<b>Illegal Activities</b>	Any serious violation of WMFN, federal, provincial, or municipal law, whether or not it is an offence under Canada’s Criminal Code or Controlled Drugs and Substances Act. It includes an act prohibited by any enactment which is serious enough to have a harmful impact on WMFN, WMFN Lands, a Residential Unit, the neighbours, or the community.
<b>Infrastructure Fees</b>	Funds paid by Tenants in exchange for the ongoing infrastructure and service provided or arranged by WMFN (which may include sewer, water, garbage pickup & disposal, and driveway snow removal). Infrastructure fees will be included in total payment collected for rental units.
<b>Improvements</b>	Modifications, alteration, remodeling, and renovations to the originally built Residential Unit or Lot/Premises, including building or adding to the Residential Unit or Lot/Premises, removing any fixtures, sinks, bathtubs, or appliances, altering, making additions to, or permanently affixing any item, fixture, or thing to the floors, exterior or interior walls, roof, or ceiling of the Residential Unit, modifying the heating, plumbing, air-conditioning, ventilating, lighting and water heating equipment or adding structures or fences to the Lot/Premises.
<b>ISC</b>	Indigenous Services Canada
<b>Leave of Absence Sublet</b>	A Sublet which has been approved in accordance with the Rent-to-Own policy.
<b>Lot</b>	The WMFN Lands upon which a Residential Unit is located or affixed, which is designated for the use of the Homeowner of that Residential Unit, but to which no ownership interest in the WMFN Lands may be granted.
<b>Major Repair</b>	A repair to a major building or system component of a Residential Unit (e.g. furnace replacement, roof replacement, bathroom retrofit)
<b>Ministerial Loan Guarantee or MLG</b>	A tool to assist First Nations in accessing traditional loans for housing on reserve where ISC issues an MLG to the lender to secure on-reserve housing loans. MLGs can be used to secure loans for

construction, acquisition, or renovation of on-reserve housing projects. Section 89(1) of the *Indian Act* protects property on reserves so it cannot be Mortgaged and used as collateral by a non-First Nation person, such as a traditional financial institution. ISC issues loan guarantees to lenders to secure on-reserve housing loans and minimize risk in the case of a loan default. MLGs may be issued to WMFN acting on its own behalf or on behalf of a WMFN Member provided eligibility criteria are met.

<b>MLG Agreement</b>	The written agreement between Homeowner and WMFN that establishes the terms and conditions regarding the WMFN Mortgage guarantee through the Ministerial Loan Guarantee.
<b>Mortgage Agreement or Mortgage</b>	A loan agreement for a Residential Unit that is secured by the Residential Unit itself. If the borrower fails to make payments, the lender can repossess the Residential Unit. Once the borrower repays the entirety of the loan with interest, the Mortgage is discharged.
<b>Mortgage Payment</b>	A regularly scheduled payment that includes principal and interest paid by the borrower to the lender of a Mortgage. The principal portion is used to pay off the original loan amount; the interest is paid to the lender.
<b>Nation</b>	West Moberly First Nations
<b>Notice</b>	A written notice about a Residential Unit sent by one party to another.
<b>Occupancy Permit</b>	A document issued by a qualified/certified inspector to attest that a building or construction project complies with requirements set out by the BC Building Code and WMFN Building Standards.
<b>Occupant</b>	An individual that lives in a Residential Unit for more than 29 consecutive nights.
<b>Option to Purchase</b>	The Option to Purchase the Residential Unit provided in the Rent-to-Own housing program
<b>Over-housed</b>	Having too many bedrooms for the size of the household.
<b>Premises</b>	The WMFN Lands upon which a Residential Unit is located or affixed, which is designated for the use of the Tenant of that Residential Unit, but to which no ownership interest in the WMFN Lands may be granted.

<b>Primary Residence</b>	The Residential Unit where the individual lives permanently (for at least six months per year) and is the residential address used on documentation including identification, vehicle registration and tax returns.
<b>Rapid Housing Initiative or RHI</b>	A CMHC program to encourage the rapid construction of new housing and/or acquisition of existing buildings for rehabilitation or conversion to permanent Affordable Housing.
<b>Rent</b>	The amount paid by Tenant to WMFN for the right to occupy a Residential Unit.
<b>Repossession</b>	The action of taking possession of a Residential Unit which has been used as collateral for a loan, when the WMFN Member [borrower] fails to make the payments on the Mortgage, or otherwise defaults on a Mortgage.
<b>Residential Unit</b>	A structure or the part of a structure that is used as a home or residence where a person or family eat, live, and sleep.
<b>RV</b>	A recreational vehicle or trailer that includes living quarters designed for accommodation.
<b>Safe and Habitable</b>	A Residential Unit that meets the standards described in the BC Building Code and the WMFN Building Standards.
<b>Social Assistance or SA</b>	The ISC on-reserve income assistance program which is administered by WMFN through its Health Department.
<b>Spouse</b>	An individual who is: <ol style="list-style-type: none"> <li>1. married to another individual; or</li> <li>2. living with another individual in a marriage-like relationship for a continuous period of at least 1 year; or</li> <li>3. living with another individual and has a child or children with them.</li> </ol>
<b>Sublet</b>	When a Tenant leases or rents all or part of a Residential Unit to another person.

<b>Subtenant</b>	An individual subletting a Residential Unit.
<b>Tenancy Agreement</b>	The rental agreement that establishes the terms and conditions concerning the use and occupancy by a Tenant of a Residential Unit and its Premises.
<b>Tenant</b>	The person who enters into a Tenancy Agreement with WMFN to pay Rent in return for the right to occupy the Residential Unit.
<b>Tenant Damage</b>	<p>Damage to the Residential Unit beyond ordinary wear and tear, including damage caused by the wilful or negligent conduct of the Tenant or their Occupants or Guests, pets, emergency first responders (including RCMP forced entries), or vandals/trespassers.</p> <p>Ordinary wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the Tenant has used the Residential Unit and Premises in a reasonable and responsible fashion.</p>
<b>Under-housed</b>	Having too few bedrooms for the size of the household.
<b>Vulnerable Populations</b>	<p>Those who have multiple barriers to achieving or maintaining housing due to challenges such as poverty, health and mental health issues, trauma, family violence, age, and disability, amongst others.</p> <p>Vulnerability is not necessarily a descriptor of the individuals themselves as many are strong and resilient. Rather, vulnerability tends to be a characteristic of their complicated lives, meaning that these individuals may be more vulnerable to certain circumstances such as eviction.</p>
<b>WMFN Building Standards</b>	<p>The standards for building adopted or developed and approved by WMFN and includes:</p> <ol style="list-style-type: none"> <li>1. BC Building code including Step Code</li> <li>2. BC Electrical Code;</li> <li>3. BC Fire Code;</li> <li>4. FireSmart Guidelines;</li> <li>5. Relevant federal and/or provincial legislation; and</li> <li>6. Any other applicable WMFN laws or codes that may exist or be developed.</li> </ol>

**WMFN Lands**

The geographic area of the West Moberly Lake Reserve #168A and other such lands that become lands for the use and benefit of WMFN from time to time.

## **1 ADMINISTRATION OF THIS POLICY**

- 1.1 The Housing Department is responsible for administering this Policy and making the decisions of WMFN required by it unless this Policy states otherwise.
- 1.2 Decisions made according to this Policy may be appealed according to the WMFN Appeals Policy.
- 1.3 Complaints regarding allegations of disrespectful conduct in the delivery of housing-related services may be made according to the WMFN Member Services Policy.
- 1.4 The Housing Department is responsible to:
  - a) Apply and enforce this Policy and associated Agreements.
  - b) Maintain an up-to-date list of applications for housing.
  - c) Manage the selection process for Residential Units.
  - d) Carry out or oversee maintenance and repairs in a cost-effective manner, in compliance with applicable regulatory requirements and funding agreements.
  - e) Coordinate any inspections required by this Policy and applicable codes (e.g. BC Building Code and Electrical Code, WMFN Building Standards).
  - f) Provide information for those who require assistance in understanding and assuming their housing responsibilities.
  - g) Ensure timely response to written queries, requests for service, and complaints.
  - h) Act as a liaison between Tenants, Homeowners, WMFN Administration, and Council.
  - i) Monitor the effectiveness of all housing policies and recommend policy changes as required.
  - j) Develop sustainable housing programs and projects and annually review housing goals and priorities.
  - k) Research, develop, and implement housing best practices.
  - l) Act as a liaison with government and/or funding agencies and programs as applicable.
  - m) Provide regular reports to WMFN Administration on financial status of all WMFN housing, including current projects, future funding applications regarding housing, and planned capital projects.

- n) Develop and implement approved annual housing and capital projects budgets and workplans.
- o) Source, develop, and submit funding applications for new construction and/or renovation capital projects as identified by housing priorities or as special funding from various agencies allow.

## **2 APPOINTING AN AUTHORIZED REPRESENTATIVE**

- 2.1 A Tenant may authorize a representative to act for them for housing related matters, by giving a Notice to WMFN. Costs associated with the representative (if any) shall be the sole responsibility of the Tenant.
- 2.2 A representative is a person that the Tenant authorizes in writing to deal with WMFN on their behalf, such as:
  - a) A friend;
  - b) A spouse;
  - c) Another family member;
  - d) A lawyer;
  - e) An executor; or
  - f) A power of attorney.
- 2.3 If a Tenant authorizes a representative, the Tenant is giving permission to the representative to speak and communicate for them for housing-related matters. It is important to understand that in making such an authorization, the representative may gain access to sensitive personal information about the Tenant.
- 2.4 Representative access remains until the Tenant, or the Representative cancel the access, or it expires (if an expiry was included in the authorization request).
- 2.5 Despite an authorization, the Tenant remains solely responsible for any obligations under this Policy and their Tenancy Agreement.

### 3. ELIGIBILITY

3.1 To qualify for a Residential Unit in this program, applicants must:

- a) Be a WMFN Member or a non-WMFN Member with at least one (1) Dependent Child who is a WMFN Member and resides with the applicant at least 60% of the time.
  - i) Documented proof of Dependent Child's residency must be provided upon request by WMFN
- b) Be in good financial standing with WMFN
  - i) Provided however that if an applicant is in Good Financial Standing because there is a Repayment Agreement in place that relates to damage to a WMFN Residential Unit, the amount owing must be repaid in full to WMFN before the applicant will be eligible.
- c) Complete and submit a WMFN Housing Application with required supporting documents including:
  - i) Budget Analysis indicating ability to afford anticipated housing costs (including Rent, Infrastructure Fees, utilities, Repayment Agreement(s), etc.).
  - ii) Verification of household income
- d) Provide written confirmation of their agreement to participate in a basic home maintenance workshop, to be offered by WMFN, and to complete within one year of move in.
- e) Applicants with a history of poor tenancy with WMFN, including where an applicant was cited for violations, where Notice to correct or vacate was issued, where Tenant Damage was documented, or where there was non-payment on amounts owing, shall not be considered eligible unless the applicant provides a reference:
  - i) from their most recent landlord or financial institution that confirms compliance with a Tenancy or Mortgage Agreement for a consecutive period of at least 1 year; or
  - ii) through which WMFN can confirm the applicant's ability to effectively manage the financial and physical responsibilities of occupying a Residential Unit.
- f) Residential Units that have been developed or identified for specific populations, groups, or purposes (e.g. supported / transition housing) may use different criteria for unit eligibility.

## **4 APPLICATION PROCEDURES**

- 4.1 Application forms are available at the WMFN Administration Office or directly from the Housing Department.
- 4.2 Applicants shall complete the relevant forms in writing and submit to the Housing Department with all required and requested supporting documents (including budget analysis and verification of household income).
- 4.3 WMFN shall review applications for completeness and to determine eligibility. WMFN may request additional information and documentations, as needed.
- 4.4 Incomplete applications (such as those that lack all required supporting documents) and ineligible applicants (such as those who are not in Good Financial Standing with WMFN) will not be considered. WMFN will contact the applicant to arrange an appointment to review the application.
- 4.5 Complete applications from eligible applicants will be added to the Housing Wait List, except that:
  - a) If there is a history of poor tenancy with WMFN (such as damage, Abandonment, or eviction), WMFN will schedule a meeting with the applicant to review and discuss before the application is added to the Housing Wait List, to confirm the applicant's ability to effectively manage the responsibilities of the program. Additional terms and conditions may apply if the individual is subsequently allocated a Residential Unit.
- 4.6 All applications will be kept on file for one year. WMFN Members are required to renew their application annually after January 1<sup>st</sup> to keep applications current.
- 4.7 All applications for housing received by WMFN shall be forwarded to the applicant's respective Family Councillor for information purposes.

## **5 ALLOCATION OF RESIDENTIAL UNITS**

- 5.1 Development of new Residential Units is subject to funding availability and at the discretion of Council, taking into account WMFN's customary values, traditions, and cultures.

- 5.2 When a Residential Unit becomes available, WMFN will confirm the size of the Residential Unit, and then review the Housing Wait List, alongside the allocation criteria in this section.
- 5.3 When allocating Residential Units to applicants, WMFN shall consider the location and size of the Residential Unit, applicant household size and composition, applicable occupancy standards, any eligibility requirements specific to the Residential Unit, and the following order of priorities:
  - a) currently residing in a Residential Unit which is not Safe and Habitable, and which cannot be repaired or for which repair costs would exceed the cost of replacing the unit
  - b) elders who have not previously accessed WMFN housing programs
  - c) disabled persons who have not previously accessed WMFN housing programs
  - d) elders, disabled persons who have previously accessed WMFN housing programs and require a different Residential Unit due to mobility, access, or safety
  - e) Vulnerable Populations
  - f) experiencing Under-housed or Over-housed conditions
  - g) Family Units where the applicant is a WMFN Member
  - h) singles and couples
  - i) WMFN Members who have already purchased a Residential Unit on WMFN Lands through WMFN housing programs (Elders that sell or gift their Residential Unit to another WMFN Member due to changed mobility, access, or safety needs will be considered under Section 5.3 d)
  - j) Family Units where the applicant is a non-WMFN Member with at least one (1) Dependent Child who is a WMFN Member and resides with the applicant at least 60% of the time (Note: non-WMFN Member Tenants will NOT have the Option to Purchase.
- 5.4 Residential Units that have been developed or identified for specific populations, groups, or purposes (e.g. supported / transition housing, Vulnerable Populations, or as required by funding agreements) may use different priorities for unit allocation.
- 5.5 Applicants who have the same priority level will qualify based on the order in which their application was added to the Housing Wait List, as long as the Residential Unit is appropriate to their household size.

- 5.6 Applicants shall only be allocated one Residential Unit at a time, and the Residential Unit must be used as a Primary Residence unless Tenant is on an authorized Leave of Absence Sublet (see Subletting).
- 5.7 WMFN will make all reasonable efforts to transfer individuals to an appropriately sized Residential Unit when changes to their household composition occurs.
- 5.8 Allocation of Residential Units following the end of a tenancy will comply with eligibility criteria and these priorities and will also be subject to Section 18.12 regarding re-allocation of the unit.

## 6 SPOUSAL BREAKDOWN OR DEATH OF A TENANT

### Spousal Breakdown

In keeping with WMFN's customary values, traditions, and cultures, where a Tenant resides in a Residential Unit with their Spouse, and the Spouses separate before exercising the Option to Purchase, the following will apply:

- 6.1 *Two WMFN Members:* where both former Spouses are members of WMFN, the Tenant has the first right to remain in the Residential Unit, however, the former Spouses may decide in writing or in practice that the non-Tenant WMFN Member shall remain instead. If the non-Tenant WMFN Member takes over the Residential Unit, they must give Notice to WMFN about the change in occupancy and enter a new Tenancy Agreement with WMFN that identifies them as the Tenant. The Option to Purchase remains in place.
- 6.2 *One WMFN Member and One Non-WMFN Member:* where one of the former Spouses is the Tenant, and the other is a non-WMFN Member and Occupant, the Tenant has the first right to remain in the Residential Unit. In that case, the Tenancy Agreement continues to apply, however, the Occupants shall be updated to reflect the change in household composition. The Option to Purchase remains in place. If the former Spouses decide in writing or in practice that the non-Tenant, non-WMFN Member shall remain in the Residential Unit, this may occur only under limited circumstances further described below. The Option to Purchase is no longer available to the former Tenant and not available to the non-WMFN Member:
  - a) *Transitional Period – Non-WMFN Member Former Spouse:* A non-WMFN Member former Spouse who remains in a Residential Unit may do so only for a period of up to six (6) months, as long as there are no arrears owing (or there is a Repayment Agreement in place

and being honoured) and the non-WMFN Member has given Notice to WMFN of the date that the WMFN Member Tenant will stop residing at the Residential Unit. The non-WMFN Member shall be deemed the “Tenant” for the purposes of the existing Tenancy Agreement but may not exercise the Option to Purchase. The non-WMFN Member is expected to provide vacant possession of the Residential Unit at the end of the transition period. WMFN shall issue a Notice to End Tenancy at least three (3) months prior to the end of the six-month period as a reminder to vacate.

- b) *Transitional Period - Non-WMFN Member Former Spouse with WMFN Member custodial Dependent Child(ren):* A non-WMFN Member former Spouse with WMFN Member custodial Dependent Child(ren) may remain in the Residential Unit for a period lasting no longer than when their WMFN Member child(ren) who reside with them at least 60% of the time no longer meet the definition of Dependent Child. The non-WMFN Member must give Notice to WMFN of the date that the WMFN Member Tenant will stop residing at the Residential Unit and the non-WMFN Member must enter into a new Tenancy Agreement identifying them as the Tenant of the Residential Unit. The non-WMFN Member may not exercise the Option to Purchase. The non-WMFN Member is expected to provide vacant possession of the Residential Unit once their WMFN Member child(ren) no longer meet the definition of Dependent Child, unless an Adult WMFN Member child agrees to become the Tenant for the Residential Unit (subject to a new Tenancy Agreement). The Option to Purchase is available for the Adult WMFN Member child. Otherwise, WMFN shall issue a Notice to end tenancy on three (3) months’ notice at any time after becoming aware that WMFN Member child(ren) no longer meet the definition of Dependent Child. Prior to issuing a Notice to end tenancy, WMFN may request information from the Tenant about their WMFN Member child(ren) in terms of their status as Dependent Child(ren).
- c) After the transitional period concludes, unless an Adult WMFN Member child becomes the new Tenant or exercises the Option to Purchase, the Residential Unit shall be reallocated according to Section 18.12 of this policy (Family has 60-day reallocation opportunity and then Residential Unit reverts to the Nation Owned Rental program).

- 6.3 For clarity, the provisional federal rules set out in the *Family Homes on Reserves and Matrimonial Interests or Rights Act* apply to this program to the extent they are relevant to a Residential Unit being occupied as the

“family home”. This program may create a customary “interest or right” to the Residential Unit (as that term is defined in the *Family Homes on Reserves and Matrimonial Interests or Rights Act*), which results in a Certificate of Custom Holding, only where the requirements and procedure for the “Option to Purchase” are completed by a WMFN Member.

### Death of a Tenant

In keeping with WMFN’s customary values, traditions, and cultures, where a Tenant resides in a Residential Unit with their Spouse, and the Tenant dies before exercising the Option to Purchase, the following will apply.

6.4 *Surviving Spouse is a WMFN Member:* A WMFN Member Spouse may remain in the Residential Unit as long as they enter a new Tenancy Agreement with WMFN. The Option to Purchase remains in place for the WMFN Member Spouse.

6.5 *Surviving Spouse is not a WMFN Member:*

- a) *Tenancy Agreement – Longtime Resident, Elder, In Good Standing:* A non-WMFN Member surviving Spouse (if any) may be offered a tenancy agreement if they meet the following minimum criteria:
- i) The Non-Member is an Elder;
  - ii) The Non-Member has lived on WMFN Lands for at least 10 years; and
  - iii) The Non-Member has a history of good tenancy/residency on WMFN Lands.

For clarity, the tenancy with the Non-WMFN Member shall be deemed a Nation Owned Rental, and the non-WMFN Member is not eligible for any Option to Purchase. Upon eviction, vacating the Residential Unit, or death of the non-WMFN Member surviving Spouse, the Residential Unit shall be reallocated according to Section 18.13 of this policy (Family has 60-day reallocation opportunity and then Residential Unit reverts to the Nation Owned Rental program).

- b) *Transitional Period – Non-WMFN Member Surviving Spouse:* Unless section 6.5a applies, a non-WMFN Member Spouse may remain in the Residential Unit for a period of six (6) months from the date of death of the WMFN Member Tenant. WMFN shall issue a Notice to end tenancy at least three (3) months prior to the end of the six-month period.
- c) *Transitional Period - Non-WMFN Member Surviving Spouse with WMFN Member custodial Dependent Child(ren):* A Non-WMFN Member Spouse with WMFN Member custodial Dependent

Child(ren) may remain in the Residential Unit for a period lasting no longer than when their WMFN Member child(ren) who reside with them at least 60% of the time no longer meet the definition of Dependent Child. The non-WMFN Member must enter into a new Tenancy Agreement identifying them as the Tenant of the Residential Unit. The non-WMFN Member may not exercise the Option to Purchase. The non-WMFN Member is expected to provide vacant possession of the unit once their WMFN Member child(ren) no longer meet the definition of Dependent Child, unless an Adult WMFN Member child agrees to become the Tenant for the Residential Unit (subject to a new Tenancy Agreement). The Option to Purchase is available for the Adult WMFN Member child. WMFN shall issue a Notice to end tenancy on three (3) months' notice at any time after becoming aware that WMFN Member child(ren) no longer meet the definition of Dependent Child. Prior to issuing a Notice to end tenancy, WMFN may request information from the Tenant about their WMFN Member child(ren) in terms of their status as custodial Dependent Child(ren).

- d) After the transitional period outlined in b) and c) above concludes, unless an Adult WMFN Member child becomes the new Tenant or exercises the Option to Purchase, the Residential Unit shall be reallocated according to Section 18.12 of this policy (Family has 60-day reallocation opportunity and then Residential Unit reverts to the Nation Owned Rental program).

- 6.6 For clarity, the provisional federal rules set out in the *Family Homes on Reserves and Matrimonial Interests or Rights Act* apply to this program to the extent they are relevant to a Residential Unit being occupied as the "family home". This program may create a customary "interest or right" to the Residential Unit (as that term is defined in the *Family Homes on Reserves and Matrimonial Interests or Rights Act*), which results in a Certificate of Custom Holding, only where the requirements and procedure for the "Option to Purchase" are completed by a WMFN Member.

## 7 CONSTRUCTION

- 7.1 Construction of additional Residential Units for this program will be at the discretion of Council.
- 7.2 Where Council directs that new Residential Units shall be constructed for this Program, construction shall occur under the direction of the Capital Projects Department, working with the Housing Department in consultation with the identified Tenant regarding design and features. Construction will be managed by a certified project manager (as necessary), and a certified building contractor.
- 7.3 Prior to occupancy, new Residential Units must:
  - a) comply with all applicable regulatory and funding requirements and WMFN Building Standards,
  - b) pass all required inspections,
  - c) obtain Occupancy Permits, and
  - d) be insured.
- 7.4 If a Tenant is not identified at the beginning of the project's planning and development, WMFN shall make all recommendations as to the unit location, design, and build. Initial scope of work and any change orders must be authorized in writing by WMFN.
- 7.5 The Lot location shall be determined by WMFN, in accordance with the following restrictions:
  - a) New Residential Units will be constructed only in areas designated for residential use within existing subdivision plans, the Community Development Plan, or any exceptions approved by a BCR. Allocations will be subject to Section 4 (Housing Allocation), except in those instances where an existing historical Lot allocation is already in place and supported by a BCR.
  - b) To the extent possible, Residential Units will be located to take maximum advantage of existing infrastructure such as sewer and water, access roads, and electrical service.
  - c) Selection of a location will take into consideration soil conditions and impacts, water management needs (surface and subsurface), site elevation, impacts on existing infrastructure, future WMFN housing development, and any other relevant factors.
- 7.6 Residential Unit type and plans shall be determined by WMFN prior to construction, based on the needs analysis and the following considerations:

- a) any additional requirements (e.g. accessibility), the extra cost of which will be added to the total cost of construction and must be preapproved in the budget for the specific Residential Unit.
  - b) inclusion of a fridge, stove, washer, and dryer. Dishwashers are not included.
  - c) whether to include a wood heating system (if and only if installed to Code and deemed appropriate by WMFN).
- 7.7 Prior to construction, a Specification Sheet must be completed and signed by WMFN and contractor, and Tenant, if any is identified, and must include:
- a) Engineered house plans that comply with all applicable regulatory and funding requirements and the WMFN Building Standards
  - b) Lot plan for the Lot location.
- 7.8 Construction must occur in accordance with WMFN Building Standards.
- a) The Residential Unit development may qualify for an ISC subsidy, noting that:
    - i) ISC subsidy amounts are subject to change and the subsidy is allocated to WMFN not to any WMFN Member;
    - ii) WMFN will use an ISC subsidy for Lot development as required;
    - iii) Subsidy amounts remaining after Lot development requirements are completed, may be applied to the cost of the Residential Unit.
- 7.9 Building and electrical inspections must be completed for newly constructed Residential Units, with reports submitted to WMFN prior to occupancy. Inspections must be completed by qualified building inspectors.
- 7.10 Newly constructed Residential Units must not be occupied until the WMFN receives an Occupancy Permit issued by a qualified building inspector confirming that the house is complete as per the specification sheet, meets all relevant regulatory requirements, and is ready for occupancy.

## **8 TENANCY AGREEMENT**

- 8.1 Residential Units within this program are rentals managed by WMFN. All Tenants are considered rental Tenants and are responsible to adhere to this Policy.
- 8.2 The rental status of the Residential Units in this program does not change until the Mortgage is paid in full, and all other criteria outlined in this Policy and the Tenancy Agreement regarding the Option to Purchase have been fulfilled and exercised.
- 8.3 WMFN will enter a Tenancy Agreement with each Tenant. The Tenancy Agreement constitutes a contract between the Tenant and WMFN.
- 8.4 New Tenants must sign a Tenancy Agreement prior to occupancy of a Residential Unit.
- 8.5 Tenancy Agreements will include:
  - a) Tenant information
  - b) Residential Unit information
  - c) Use as Primary Residence
  - d) Length and type of tenancy
  - e) Rent, and what is included with Rent
  - f) Deposit
  - g) Occupants and Guests
  - h) Pets
  - i) Inspections, Maintenance and Repairs
  - j) Locks
  - k) Conduct
  - l) Alterations of Residential Unit and Premises
  - m) Rules and regulations
  - n) Assignment and Sublet
  - o) Tenant Damage
  - p) Ending the tenancy
  - q) Notice, including Tenant Notice in advance of absences from the Residential Unit
  - r) Insurance
  - s) Liability waiver
  - t) Applicability of this Policy
  - u) Option to Purchase, if relevant
  - v) Other terms and conditions, as may be appropriate in the circumstance and/or required by third party funder

## **9 OCCUPANTS**

- 9.1 Tenants must inform WMFN of all Occupants at the Residential Unit by providing their name, age, and gender. This information is for safety reasons in the event that the Residential Unit or the community needs to be evacuated.
- 9.2 Tenants must notify and update WMFN in advance when the Occupants at the Residential Unit change, and upon request of WMFN.
- 9.3 Tenants are solely responsible for their Occupants, including paying for repairs where damages are caused by their Occupants.

## **10 GUESTS**

- 10.1 Tenants must ensure that their Guests do not become Occupants of their Residential Unit unless they have complied with Section 9.2
- 10.2 Tenants are solely responsible for their Guests, including paying for repairs where damages are caused by their Guests.

## **11 PETS**

- 11.1 Tenants may keep domestic pet(s) at a Residential Unit with prior written consent of WMFN. Pets are limited to no more than three (3) domestic animals, which may include a combination of the following:
  - a) Fish or other small aquarium animals
  - b) Up to two (2) small caged mammals
  - c) Up to two (2) caged birds
  - d) One (1) cat
  - e) One (1) dog
- 11.2 Tenants are solely responsible for their pet(s), including ensuring no damage results to the Residential Unit or Premises, paying to fix any damage, not interfering with the quiet enjoyment of the neighbours and community, and keeping the pet(s) under the Tenant's control at all times. For example, Tenants must:
  - a) Not allow their pet to be at large on WMFN Lands;
  - b) Keep the pet inside the Residential Unit, confined to the Premises, or on a leash on WMFN Lands;
  - c) Prevent the spread of parasites including fleas, ticks, and lice;

- d) Ensure the pet does not present a hazard or safety concern to any other individual or pet on WMFN Lands; and
  - e) Ensure that the pet is cared for while the Tenant is away from the Residential Unit.
- 11.3 Tenants shall not modify the Residential Unit or Premises to accommodate pet(s) without prior written approval from WMFN. See Section 21 regarding Improvements.
- 11.4 Please refer to WMFN bylaw regarding control of animals on WMFN Lands. Per the bylaw, an animal control officer may become involved in the event of at-large or otherwise dangerous pet on WMFN Lands.

## **12 QUIET ENJOYMENT**

- 12.1 In keeping with WMFN's customary values, traditions, and cultures, Tenants have a right to peaceful enjoyment in their Residential Unit, including:
- a) Reasonable privacy;
  - b) Freedom from unreasonable disturbance;
  - c) Exclusive possession of the Residential Unit, subject only to WMFN right to enter the Residential Unit in accordance with this Policy;
  - d) Exclusive use of the Premises where the Residential Unit is located (provided it is not a Common Area), subject to WMFN's right to enter the Premises in accordance with this Policy and the Tenancy Agreement; and
  - e) Use of Common Areas (if any) for reasonable and lawful purposes, free from significant interference.
- 12.2 Tenants must ensure that they, their Guests, their pets, and their Occupants don't unreasonably disturb neighbours and/or the community including (but not limited to) with unreasonable noise, odour, excessive second-hand smoke, or harassment of a neighbouring Tenant or Homeowner.
- 12.3 Disturbance complaints should be submitted to WMFN. If a complaint is received verbally, WMFN will work with the complainant to record the information in written form for WMFN's housing files. Tenants are also encouraged to file a complaint with the appropriate authority, where relevant (e.g. RCMP).
- 12.4 After getting a disturbance complaint from a Tenant, WMFN will take steps to address the problem. This may include actions up to and including intervention by the RCMP as required. For example, WMFN may need to

Speak to a Tenant about noise if it bothers neighbouring Tenants or Homeowners by:

- a) Talking to the disruptive Tenant(s) or Homeowner(s) about the problem;
- b) Letting the Tenant who complained know what's being done to address the issue;
- c) Following up with the disruptive Tenant(s) or Homeowner(s) in writing to explain:
  - i) The details of the problem;
  - ii) The reasonable amount of time allotted to resolve the problem; and
  - iii) What may happen if the Tenant or Homeowner doesn't fix the problem (e.g. serve Notice to end the tenancy).

12.5 Please refer to WMFN bylaw regarding Disorderly Conduct on WMFN Lands. Per the bylaw, an officer (peace officer or by-law officer) may become involved in response to disorderly conduct or nuisance at WMFN.

### **13 LOCKS**

- 13.1 WMFN must not change locks or other means of access to a Residential Unit during the Tenancy unless WMFN provides the Tenant with new keys or other means of access to the Residential Unit.
- 13.2 Tenants must not change locks or other means of access to the Residential Unit or Premises, unless WMFN provides advance written consent, and the Tenant provides WMFN with the new keys or other means of access to the Residential Unit and Premises.

## 14 GIVING NOTICE

14.1 WMFN and Tenants may serve each other Notices about the tenancy. Notices need to be in writing and all parties should keep copies for their records.

14.2 The following table sets out acceptable methods for delivery of Notices from WMFN to a Tenant, and when a Notice is considered received:

<b>Method by WMFN:</b>	<b>It's considered received by Tenant...</b>
Give a copy directly to the Tenant	Same day
Attach a copy to the door or other noticeable place at the address where the Tenant lives (the Housing Department should take a photo of the Notice attached to the Residential Unit)	3 Days later when the Tenant does not say or show that they received it on an earlier date
Leave a copy with an Adult who appears to live with the Tenant (the Housing Department should note the name of the person)	Same day
Email a copy to the email address provided by the Tenant	3 Days later when the Tenant does not say or show that they received it on an earlier date
Slide a copy under the Tenant's door	Not delivered – this is NOT an acceptable method
Using text messaging	Not delivered – this is NOT an acceptable method

14.3 The following table sets out acceptable methods of Notice from the Tenant to WMFN, and when a Notice is considered received:

<b>Method by Tenant</b>	<b>It's considered received by WMFN...</b>
Give a copy directly to Housing Manager during WMFN Hours of Work	Same day

Leave a copy with reception at the WMFN Administration Office during WMFN Hours of Work	Same day
Email a copy to the email address provided by the Housing Department	3 Days later when the Housing Department does not say or show that they received it on an earlier date
Using text messaging	Not delivered – this is NOT an acceptable method

## 15 WMFN RIGHT TO ENTER

### 15.1 WMFN may enter:

- a) any Common Areas, without Notice;
- b) the Residential Unit, to inspect the condition of the Residential Unit, with Notice;
- c) the Residential Unit to complete repairs and maintenance, with Notice;
- d) the Premises as necessary to inspect its condition, or complete works or maintenance on behalf of WMFN, with Notice;
- e) the Residential Unit or Premises if there is an emergency and entry is necessary to protect life or property, without Notice.

15.2 The Tenant does not need to be present for WMFN to enter, as long as proper Notice was provided. The Tenant must not prevent WMFN's access.

15.3 The Tenant, or a representative of the Tenant, may be present at the time the Residential Unit is entered by WMFN, if the Tenant makes arrangements to do so.

15.4 WMFN may enter a Tenant's Residential Unit in one of the following circumstances:

- a) the Tenant is home and agrees to let WMFN in;
- b) the Tenant agreed in advance to let WMFN enter;
- c) the Tenant was given Notice outlining the date, time and purpose of entry, and the Notice was considered received at least 24 hours before, and not more than 30 Days before the entry;

- d) the Tenant has Abandoned the Residential Unit; or
- e) in the event of an emergency.

## **16 PAYMENT STRUCTURES AND RESPONSIBILITY**

16.1 Residential Units within this program are rentals managed by WMFN and individuals in this program are considered Tenants unless and until the Option to Purchase is exercised and completed.

### Rent

16.2 Rent must be paid in full and on-time by the day its due.

16.3 The Tenancy Agreement must state what is included in the Rent.

16.4 The Tenant is responsible for anything not included in the Rent (such as internet, cable, or other amenities). If alterations to the Residential Unit are required for installation or removal of amenities, these are considered Improvements and must comply with Section 21 of this Policy. Any damage caused by installation or removal of Tenant amenities will be considered Tenant Damage in accordance with this Policy.

16.5 Rent will be determined by considering the size of the Residential Unit, the household size of the Tenant, the gross household income, and the operating costs associated with the Residential Unit. The objective is that Rent will cover WMFN's operational costs related to the Residential Unit. The operational costs include financing costs, maintenance, replacement reserve, and infrastructure fees.

### Rent Increases

16.6 WMFN may give a Rent increase once every fiscal year.

16.7 WMFN may increase Rent only up to the amount:

- a) calculated in accordance with this Policy; or
- b) set by BCR in accordance with this Policy.

16.8 WMFN must give the Tenant a Notice of Rent increase at least three months before the effective date of the Rent increase.

16.9 Unless otherwise set by Section 16.10 , the percentage for the maximum annual Rent increase is the inflation rate. The inflation rate is the annual average percent change in the all-items Consumer Price Index for British Columbia that is most recently available.

- 16.10 Council may set an annual Rent increase limit by BCR that is different from Section 16.9. Council may do so no more than once per fiscal year, and it will have effect for the rest of that fiscal year. If Council decides to make such a determination, before making the decision, Council will review both the inflation rate and the annual Rent increase limit for rentals not on WMFN Lands that are subject to the provincial Residential Tenancy Act.
- 16.11 The Housing Department may submit a request to Council for an additional Rent increase if WMFN completes significant repairs or renovations or capital expenditures related to a Residential Unit, if the expected benefit of the repair, renovation or capital expenditure can reasonably be expected to extend for at least one year, and the repair, renovation or capital expenditure is notable, or particularly large. Council may issue an order by BCR approving the extraordinary Rent increase for the impacted Residential Unit(s).
- 16.12 WMFN must not apply a Rent increase retroactively.

#### Absence from the Residential Unit

- 16.13 If a Tenant is to be absent for more than thirty (30) Days Notice to WMFN is required and arrangements must be made for payment of Rent, and continued supply of power and heat within the Residential Unit prior to the absence. In emergency situations, notification must be made as soon as practicable after the absence has begun.
- 16.14 Tenants are responsible to ensure continued electrical power to the Residential Unit and to ensure that the water is turned off and lines and vessels drained during planned absences to protect the Residential Unit from deterioration or damages. WMFN Operations & Maintenance personnel will assist in turning water off at curb stop with submission of a Maintenance and Repair Request Form by the Tenant in advance of a planned absence. WMFN is not responsible for the Residential Unit during the absence.

## **17 UNPAID RENT**

- 17.1 If payment of Rent is late, WMFN shall issue a Notice of rent default to the Tenant within 7 Days of payment due date
- 17.2 The Tenant must either pay all of the amount owing or enter into a Repayment Agreement with WMFN. If the Tenant does not pay all Rent owing and does not enter a Repayment Agreement within 2 business days of receiving the Notice of Rent default, WMFN shall issue a Notice of

meeting in keeping with WMFN's customary values, traditions, and cultures to discuss and better understand what's going on and any barriers or challenges to paying Rent, and to negotiate and sign a Repayment Agreement. Meetings may be rescheduled to accommodate the Tenant and WMFN Administration, however, must take place within 14 Days of receipt of the Notice of meeting.

- 17.3 At the request of the Tenant, their Family Counsellor may attend the meeting referred to in Section 17.2 to assist in solution development, in a role of advocate for the Tenant. The Tenant is responsible for giving their Family Counsellor Notice of the meeting and confirming their attendance. Final decisions arising from the meeting remain the responsibility of the Director of Operations. If a matter arising from the meeting is appealed, in accordance with the WMFN Appeals Policy, to Council following a meeting where a Family Counsellor played an advocacy role, that Family Counsellor may continue to serve in their advocacy role, and after hearing from the Tenant, Family Counsellor-advocate, and relevant staff, a decision will be made by a quorum of Council excluding the Family Counsellor-advocate.
- 17.4 If the Tenant does not attend the meeting, does not pay all Rent owing, and does not enter a Repayment Agreement, WMFN shall issue a 14-day Notice to end tenancy.
- 17.5 After receiving a Notice to end tenancy, the Tenant must do one of the following:
- a) pay all Rent owing;
  - b) schedule a meeting with the Director of Operations and Housing Department to negotiate and sign a Repayment Agreement;
  - c) sign a Repayment Agreement; or
  - d) vacate the Residential Unit by 1PM on the date set out in the Notice.

If the Tenant does not do one of these four options, WMFN may notify the RCMP of the eviction to ensure WMFN can secure vacant possession of the Residential Unit.

- 17.6 Where a Tenant misses a Rent payment, those amounts are considered "arrears", even if there is a Repayment Agreement in place. The amount in arrears (including arrears subject to a Repayment Agreement) in relation to the Residential Unit must never exceed the value of one (1) months' worth of Rent for that Residential Unit.
- 17.7 If a Tenant defaults on a Repayment Agreement related to their Tenancy Agreement or arrears exceed the value of one (1) month's worth of Rent

payments, WMFN shall deliver a 14-day Notice to end tenancy. The Notice shall be cancelled automatically if the Tenant:

- a) pays all of what's owing;
- b) pays enough of what's owing that the amount in arrears is equal to or less than one (1) months' worth of Rent; or
- c) vacates the Residential Unit by 1PM on the date set out in the Notice

If the Tenant does not do one of these four options, WMFN may notify the RCMP of the eviction to ensure WMFN can secure vacant possession of the Residential Unit as soon as reasonably possible.

- 17.8 A copy of any Repayment Agreement signed by WMFN and the Tenant in relation to the Residential Unit, must be forwarded to the Finance Department for WMFN's records.
- 17.9 Any Tenant that is employed by WMFN and is not in Good Financial Standing due to arrears related to a Residential Unit, will be subject to WMFN automatically deducting up to 30% from their pay cheques and honorariums each pay period until the arrears are paid off in full. This is subject to the terms of a Repayment Agreement.
- 17.10 Where a Tenant is late paying Rent for 3 consecutive months, without written preauthorization from WMFN, WMFN may issue a Notice to end tenancy. The Notice to end tenancy shall be cancelled automatically if the Tenant provides post-dated cheques for the next 6-months of the tenancy or makes other arrangements to demonstrate Rent will be paid on time moving forward. If the Tenant does not make such arrangements, WMFN may notify the RCMP of the eviction to ensure WMFN can secure vacant possession of the Residential Unit as soon as reasonably possible.

## **18 ENDING TENANCY**

- 18.1 WMFN and a Tenant may jointly agree at any time to end a tenancy.
- 18.2 If a Residential Unit is so damaged by fire, flood, or from any other cause that makes it not Safe and Habitable, then the tenancy shall end automatically. The Rent for the month when damage occurred shall be prorated and any prepaid Rent shall be refunded to the Tenant, unless the damage or destruction was the result of conduct or negligence by the Tenant or their Guests or Occupants. The Tenant may re-apply to WMFN for housing and shall be encouraged to contact WMFN for supports.

- 18.3 WMFN may end a month-to-month tenancy at any time by issuing a Notice to end tenancy on four (4) months' Notice.
- 18.4 WMFN may end a tenancy for unpaid Rent or failure to honour a Repayment Agreement for arrears in accordance with Section 17.
- 18.5 Where a Tenant resides in a Residential Unit with their Spouse, and the Spouses separate, please see Section 6.
- 18.6 Where a Tenant resides in a Residential Unit with their Spouse, and the Tenant dies, please see Section 6.
- 18.7 WMFN may end a tenancy for cause by issuing a Notice to end tenancy on one (1) months' Notice where:
  - a) the Tenant:
    - i) has not paid a Deposit within 30 Days of entering into a Tenancy Agreement, if applicable;
    - ii) is late paying Rent at least 3 consecutive months (See section 17.10);
    - iii) has broken a material term of the Tenancy Agreement, including by failing to report Tenant Damage or failing to repair Tenant Damage;
    - iv) makes Improvements without WMFN written authorization;
    - v) assigned or Sublet the Residential Unit without written approval for a limited leave of absence (See section 25); or
    - vi) has an unreasonable number of Occupants living in the Residential Unit which is causing a nuisance to neighbours and community or damage to the Residential Unit;
  - b) the Tenant or their Guests or Occupants have
    - i) caused extraordinary damage or put the Residential Unit or Premises at significant risk;
    - ii) damaged the Residential Unit or Premises beyond reasonable wear and tear;
    - iii) seriously risked the health, safety, or rights of WMFN, the community or neighbours;
    - iv) significantly interfered with or unreasonably disturbed WMFN, the community or neighbours;
    - v) engaged in illegal activity that has adversely affected the quiet enjoyment, security, safety, or physical well-being of WMFN, the community, or neighbours;

- vi) engaged in illegal activity that has caused or is likely to cause damage to the Residential Unit or Premises beyond reasonable wear and tear; or
  - vii) engaged in illegal activity that has risked a lawful right or interest of WMFN, the community or neighbours.
- 18.8 If an appeal is filed in relation to a Notice to end tenancy in accordance with WMFN Appeals Policy, the end of the tenancy shall be placed on hold until the appeal is resolved, however, Rent will continue to apply during that appeal period. If necessary, WMFN will remove possessions from an Abandoned or repossessed Residential Unit and store possessions for a maximum of 3 months. Costs associated with removal and storage will be accrued to Tenant. WMFN shall not be responsible for any lost, stolen, or damaged items.

#### Vacating the Unit

- 18.9 The Tenant shall vacate the Residential Unit and Premises by 1PM of the date included in their Notice to end tenancy
- 18.10 The Tenant is responsible for leaving the Residential Unit and Premises in a clean and rentable condition. (See Move Out Guide)
- 18.11 Where a Tenant fails to meet provisions of Section 18.9 as required and confirmed during the move out inspection described in this Policy, WMFN shall arrange for cleaning and repairs necessary to return the Residential Unit and Premises to a rentable condition. The cost of the cleaning will be charged to the former Tenant. Repair costs to correct Tenant Damage (i.e. beyond normal wear and tear) will also be charged to the former Tenant.
- 18.12 The Tenant shall return all keys to the Residential Unit to WMFN upon vacating. Where keys are not returned, the cost of rekeying the Residential Unit will be charged to the former Tenant.
- 18.13 Where a tenancy has ended, WMFN shall seek to re-allocate the Residential Unit to a WMFN Member of the same Family. Notice will be given to the relevant Family Councillor to encourage eligible WMFN Members within that Family to apply. The Eligibility and Allocation criteria (Sections 3&5) continue to apply. If the Residential Unit cannot be reallocated to an eligible WMFN Member from that Family within sixty (60) Days of becoming vacant, the Residential Unit will become a Nation Owned Rental and subject to that housing policy.
- 18.14 Units that are re-allocated or become Nation Owned Rentals shall receive an initial post-occupancy inspection and any required repairs/maintenance to ensure compliance with health and safety requirements and prepare the unit for future occupancy. WMFN shall ensure that a new Tenancy Agreement is signed and conduct an initial move-in inspection with the new Tenant.

## **19 REPAIRS, MAINTENANCE, AND RENOVATIONS – WMFN**

### Repairs

- 19.1 WMFN is responsible for eligible housing repairs, including building structure, envelope, and systems, heating, plumbing and electrical.
- 19.2 Eligible housing repairs are those resulting from normal wear and tear where:
- a) The repair is required on a component that is original to the Residential Unit at the time of occupancy and that has not been altered (see Improvements); or
  - b) The component has reached the end of its serviceable life; or
  - c) The maintenance or repair is confirmed to be related to normal wear and tear.

If not deemed normal wear and tear, the Tenant is responsible for repairs or replacement (see Tenant Damage).

- 19.3 Repair costs resulting from Tenant misconduct, misuse or neglect are the responsibility of the Tenant (See Tenant Damage).
- 19.4 All repairs will be based on needs assessment by WMFN and are subject to funding and eligibility and staff availability.
- 19.5 Repairs will be scheduled according to maintenance priorities:
- a) Emergency Response
  - b) Priority 1: Health & Safety
  - c) Priority 2: Building Code Compliance
  - d) Priority 3: Asset Life Extension/Protection
  - e) Priority 4: Cosmetic/Comfort
- 19.6 Proposed work will be discussed with the Tenant prior to being authorized and scheduled by WMFN. WMFN will determine the final scope of work, based on funding and maintenance priorities.
- 19.7 Where relevant, building/electrical code inspections are required for completed work, the Tenant shall be notified and invited to all inspections, and the Tenant or a representative of the Tenant may attend if interested and available to do so.
- 19.8 For security and transparency, at least two Housing Department staff shall be present during all inspections and maintenance/repairs except for emergencies and emergency after-hours calls.

### Major Repairs

- 19.9 Funds for Major Repairs will not be allocated if WMFN determines that the cost of Major Repairs exceeds the cost of building a new Residential Unit of comparable size.
- 19.10 Where Major Repairs are required and the cost is justified, WMFN shall provide 30 Days' Notice for the Tenant to vacate the Residential Unit for the purposes of the Major Repairs, except in emergency situations where Major Repairs are necessary to protect life or property.
- 19.11 The Tenant shall re-occupy the Residential Unit only after the final inspection is completed.
- 19.12 The Tenant shall continue to be responsible for Rent for the Residential Unit while the Residential Unit is vacant for Major Repairs. WMFN will provide funding for reasonable costs associated with alternate housing for the Tenant during the Major Repairs. Once the Major Repairs are completed, and the Residential Unit has been inspected and cleared for re-occupancy, WMFN will provide no additional funding for alternate housing and it is expected that the Tenant will move back into the Residential Unit.

#### Repair Standards

- 19.13 Repairs will meet appropriate building and trade standards. Construction work will meet WMFN Building Standards.

#### Repair Procedure:

- 19.14 The Tenant must complete and submit a Maintenance and Repair Request Form to WMFN outlining the issue requiring repair.
- 19.15 Upon receipt of the form, WMFN will determine:
- a) What is required to remedy issue, including:
    - i The priority of issue:
      - Emergency
      - High priority (Health & Safety)
      - Medium Priority (Code Compliance and Asset Life Extension/Protection)
      - Low priority (Cosmetic/Comfort)
    - ii Need for repair or replacement
    - iii Cost estimate, including goods, materials, and labour, and any applicable permits and/or inspections;
    - iv Scheduling of work to remedy issue, based on:
      - Priority in work schedule;
      - Procurement of 3<sup>rd</sup> party contractors, if required;
      - Procurement of permits, goods, and materials;
      - Funding availability for normal wear and tear; and

- in case of Tenant Damage, Tenant's acceptance of responsibility and ability to pay costs.
- v Responsibility for costs (normal wear and tear (WMFN cost) vs Tenant Damage (Tenant cost))

Maintenance:

19.16 Residential Units in this program are eligible for the following maintenance (based on funding availability and eligibility):

- a) Roof snow removal, as necessary during extreme snowfall events and/or excessive build-up of snow and ice on roofs; and
- b) Driveway snow removal after snowfall events in excess of 3 inches.

Renovations

19.17 Residential Units in this program may be eligible for renovations when and where funding is made available through special programs, provided eligibility is confirmed.

**20 MAINTENANCE – TENANT**

20.1 With respect to the Residential Unit, the Tenant is responsible for:

- a) Replacing light bulbs, changing furnace filters, cleaning ash from woodstoves, changing batteries in smoke/carbon monoxide detectors
- b) Repairing any damage caused by abuse or misuse by the Tenant, or their Occupants, Guests, or pets
- c) Repairing holes in drywall
- d) Fixing marks or minor damages to walls, ceilings, floors, doors, and windows
- e) Cleaning appliances as required (e.g. furnace filters, fridge drip trays, washer and dryer lint screens, etc.)
- f) Cleaning furnace vents, covers and grills, exhaust fan vents, fresh air intakes, dryer exhaust vents and lines, kitchen range exhaust fan screens
- g) Cleaning carpet
- h) Any maintenance associated with Improvements (Section 21) or upgraded appliances.

20.2 With respect to the Premises, the Tenant is responsible for:

- a) not allowing the Premises to become a repository for refuse, non-functional motor vehicles or other offensive materials
    - i) Should this occur, the Tenant shall be responsible for the clean-up or for all costs incurred by WMFN to cleanup.
  - b) Normal yard and lawn maintenance
  - c) Snow and ice removal from roofs, doorways, steps, decks, and walks; excepting what is covered by Section 19.16.
- 20.3 Each Residential Unit will have a garbage and recycling stand supplied and maintained by WMFN Operations & Maintenance Department.
- 20.4 Tenants are responsible for maintaining health, cleanliness, and sanitary standards of the Residential Unit and Premises.
- 20.5 Tenants are required to inform WMFN of any accident, break, or defect in the water, heating, electrical or sewer systems in any part of the Residential Unit or Premises, and damages to the Residential Unit or Premises.
- 20.6 All queries, requests for service or maintenance, damage reports and complaints shall be made in writing to WMFN.
- 20.7 The Tenant will comply with all applicable regulatory requirements, including: building, electrical, fire, health and safety, and environmental codes, standards, and guidelines, for the Residential Unit, any other approved buildings or structures, and the Premises.
- 20.8 The Tenant shall maintain all safety devices installed in the Residential Unit (e.g. smoke/carbon monoxide detectors, etc.) in good working order and shall be responsible for periodically cleaning and testing such devices and replacing the batteries as required. Removal or disconnection of any safety device will be deemed a material breach of the tenancy and cause for ending the tenancy.

## **21 IMPROVEMENTS**

- 21.1 Tenants must seek prior written approval of WMFN for any Improvements to the Residential Unit or Premises. This is to ensure the value of the Residential Unit and WMFN Lands are maintained for future generations, in keeping with WMFN's customary values, traditions and cultures.
- 21.2 Under no circumstance shall WMFN provide consent for a Tenant Improvement which would alter the land or vegetation surrounding the Premises.
- 21.3 Any Improvements must either be returned to the original condition at the end of the tenancy, or such Improvements shall become the property of

WMFN without compensation to the Tenant. Improvements will be included as part of the Residential Unit if the Tenant exercises the Option to Purchase (see Section 26).

- 21.4 All proposed Improvements to the Residential Unit or Premises must be submitted in writing to WMFN for review.
- 21.5 Prior to making a decision about a Tenant Improvement proposal, WMFN must consider and may request further information from the Tenant regarding the following:
  - a) Potential damage to the existing Residential Unit or Premises;
  - b) Insurability and potential impacts to insurance;
  - c) Any planned and/or potential Emergency Repairs or renovations that may be required to the Residential Unit or the Premises;
  - d) Access and/or impact to the Premises infrastructure components (i.e. water and sewer lines, electrical lines and connections from the distribution system to the home or outbuildings, ditches, culverts, water and/or wastewater systems Right-of-Ways, etc.);
  - e) The vision and considerations of WMFN Comprehensive Community Plan, Subdivision Plan, and other applicable and similar documents; and
  - f) Any established requirements, including WMFN Building Standards.
- 21.6 WMFN will approve or reject an Improvement proposal in writing. Where WMFN rejects a proposal, they will provide reasons for that decision to the Tenant.
- 21.7 All Improvements which have been approved in writing and implemented by the Tenant must be inspected by WMFN once complete, and where relevant, may require building code or electrical inspections to be completed by a licensed inspector. If an inspection is required, it shall be at the expense of the Tenant.
- 21.8 WMFN may issue a stop work order in the event that a Tenant fails to obtain prior approval of WMFN or fails to comply with WMFN Building Standard or a relevant agreement. The Tenant must not resume unless and until they outline for WMFN in writing the steps they plan to take to rectify the failure(s) to comply, and receive approval from WMFN in writing to resume construction.
- 21.9 Any unauthorized Improvements may be removed at the discretion of WMFN, taking into account any of WMFN's customary values, traditions, and cultures, and any and all associated costs will be the responsibility of the Tenant.

## 22 TENANT DAMAGE

- 22.1 Tenants are responsible for the repair of any Tenant Damage (see Definitions).
- 22.2 Where WMFN determines that a Tenant has failed to comply with the obligations of this Policy and the Tenancy Agreement with respect to maintenance and Tenant Damage, the WMFN may:
- a) require the Tenant to comply with their obligations;
  - b) prohibit the Tenant from doing any further Tenant Damage (including legal action or RCMP involvement as required)
  - c) require the Tenant to compensate WMFN for the loss suffered as a direct or indirect result of the Tenant's non-compliance;
  - d) require the Tenant to cover the insurance deductible for any claims as a direct result of the Tenant's non-compliance.
  - e) authorize any repair or other action to be taken to remedy the effects of the Tenant's breach;
  - f) require the Tenant to pay any reasonable expenses directly associated with the repair or action; or
  - g) end the tenancy in accordance with Section 18.
- 22.3 Tenant Damage must be reported in writing to WMFN.
- 22.4 Tenants that are unwilling to pay for repairs to address Tenant Damage, or to work with WMFN to ensure repairs occur, remain responsible for the costs associated with repairs. The costs will be charged to the Tenant and counted towards arrears for the Residential Unit, if unpaid. This may result in a Notice to end tenancy, as a breach of this policy and the Tenancy Agreement.
- 22.5 Where repairs are required to the Residential Unit as a result of Tenant Damage, the following procedures shall apply:
- a) WMFN shall complete an inspection and obtain an estimate of costs to repair the Tenant Damage.
  - b) Within fourteen (14) Days of receipt of the inspection report and estimates for repairs, WMFN shall issue a Notice to correct Tenant Damage to the Tenant to confirm the required repairs and offer options to correct the damage including (where appropriate) Tenant repairing the Tenant Damage themselves.
  - c) WMFN shall schedule a meeting with the Tenant to confirm the preferred option to correct the Tenant Damage.
  - d) The Tenant and WMFN shall sign a written agreement outlining the agreed approach to correct the Tenant Damage, including:

- i) Itemized repairs required
  - ii) Persons or contractor(s) responsible for effecting repair(s)
  - iii) Standards for repair
  - iv) Timeline for completion and any required inspections
  - v) Costs assumed by Tenant
  - vi) Costs assumed by WMFN (if any)
- e) Where the Tenant elects to have WMFN complete the repairs for Tenant Damage, the Tenant shall be required to pay the cost of repairs (labour and materials) plus an administration fee of 10% of the total repair costs or \$100.00, whichever is higher. If the Tenant is unable to pay the entire cost of repairs at once, WMFN and the Tenant shall discuss and finalize a Repayment Agreement with at least a 25% on the total cost required up front. Until repaid, this represents a debt owing to WMFN and impacts the Tenant's financial standing and eligibility for housing or other programs.
- f) Once repairs are complete, WMFN shall arrange for an inspection to ensure the repair work meets WMFN Building Standards. Any costs associated with inspections will be the responsibility of the Tenant.
- 22.6 All instances of Tenant Damage shall be recorded in the Tenant's file and remain on file indefinitely. Tenant history and Tenant Damage is considered in housing eligibility decisions.
- 22.7 A former Tenant may be charged for the cost of repairs after a move-out inspection, where repairs are required to address their Tenant Damage. The former Tenant is responsible for repaying the amounts owing for the repairs, and until they do so this represents a debt owing to WMFN and impacts their financial standing and eligibility for housing or other programs.

## 23 RESPONSIBILITIES WHEN LIVING ON WMFN LANDS

- 23.1 Tenants are responsible for their own actions on WMFN Lands, as well as the actions of their pets, Occupants, and Guests. This section outlines certain conditions for ensuring that WMFN Lands remain safe and hazard free in keeping with WMFN's customary values, traditions, and cultures. They are not exhaustive.
- 23.2 Illegal Activities: A Residential Unit must not be used for Illegal Activities. If WMFN determines, acting reasonably, that the Tenant (or their Guest or Occupant) is using the Residential Unit and/or premises for Illegal Activities, WMFN may report such activities to the RCMP, or take such other steps it considers appropriate in accordance with its customary governance practices (including seeking vacant possession of the Residential Unit and/or the Premises). Determinations regarding Illegal Activities shall be based on reports /complaints from WMFN Members and Community Members and/or outside authorities (e.g. RCMP, MCFD, etc.). Such reports / complaints will be investigated as required prior to Council decision on the basis of such reports / complaints.
- 23.3 Groundwater and Infrastructure: Tenants must ensure they do not contaminate or jeopardize groundwater or infrastructure services. For example, the following is not permitted on WMFN Lands:
- a) unauthorized ground disturbance;
  - b) unauthorized alterations to the Premises and/or surrounding lands and vegetation;
  - c) unauthorized installation or erection of buildings and structures on the Premises and/or surrounding lands
  - d) spillage of contaminants;
  - e) unauthorized driving on infrastructure right of ways with any type of vehicle or equipment;
  - f) storage of personal vehicles or machinery;
  - g) use and storage of any hazardous/toxic materials; and/or
  - h) unauthorized dumping of any garbage, refuse or hazardous/toxic materials.
  - i) If groundwater or infrastructure services are contaminated or jeopardized, the Tenant will be responsible for paying any costs associated with the damage, including the cost to remedy. If WMFN incurs costs to remedy, WMFN is authorized to and shall charge the responsible Tenant an additional penalty of 10% of the cost incurred, or \$100, whichever is greater.

- 23.4 Dangerous Goods: Tenants must ensure the proper storage of dangerous goods in, at, and near their Residential Unit, including for all combustibles, explosives, gases, flammable and combustible liquids, flammable solids, oxidizing substances, poisonous and infectious substances, corrosives and any other products, substances or organisms considered to be dangerous to life, health, property, or the environment when handled in accordance with the applicable laws. Tenants and Homeowners must ensure that the storage of fuel is in accordance with applicable laws.
- 23.5 Vehicles: Tenants may park, keep, or store vehicles (including recreational vehicles, campers, or holiday trailers) at the Residential Unit providing that:
- a) All vehicles, including any guest vehicles, must be parked within the boundaries of the Premises, on the supplied parking pad or driveway associated with the Residential Unit, unless the Tenant has obtained pre-authorization from WMFN in writing.
  - b) Where a vehicle is not parked on the pad or driveway and there has been no pre-authorization, WMFN shall remove the vehicle(s) from the Premises and shall invoice the Tenant for any related costs.
  - c) Tenants must not allow an RV to be used as overnight accommodation for an Occupant without prior written consent from Housing.  
 Tenants must not allow an RV to be used as overnight accommodation for more than three (3) consecutive months.  
 Tenants must not allow an RV to be connected to infrastructure or services provided by WMFN, except where WMFN has provided prior written approval. WMFN may only give approval for reasonable connection requests lasting for three (3) months or less.  
 Any RV must be parked entirely on the Premises' allocated parking space or driveway and cannot cause damage or impede access to infrastructure and other services.  
 An RV parked on the Premises must be insured and must not be customized or modified to such an extent that it is no longer insured. The Tenant is solely responsible for insuring, or confirming insurance, for any RV parked on the Premises.
  - d) Upon request, Tenants must supply to WMFN information about vehicle type, make and model, insurance, and registration status for any vehicle parked at their Residential Unit. Failure to respond to a request for vehicle information, may result in WMFN towing

unknown vehicles. WMFN shall remove unknown vehicles from the Premises and shall invoice the Tenant for any related costs.

- 23.6 Firearms: Tenants must ensure that firearms are stored in a safe and secure manner in accordance with applicable laws.

## **24 INSPECTIONS**

- 24.1 WMFN may enter a Residential Unit to complete an inspection on proper Notice.
- a) Notice is not required in an emergency situation where entry is necessary to protect life or property.
- 24.2 WMFN shall produce a condition report for each inspection, which shall be placed on the Tenant or former Tenant's file and include:
- a) Name of Tenant and Residential Unit address
  - b) condition of the Residential Unit and Premises, including any deficiencies (interior and exterior)
  - c) Date of the inspection
  - d) Signature of the inspector and Tenant, where applicable.
- 24.3 WMFN shall conduct a move-in inspection before the start of the tenancy to confirm the condition of the Residential Unit before the Tenant assumes occupancy.
- a) A move-in inspection shall be completed jointly by the Tenant and the Housing Department on the day the Tenant is entitled to occupy the Residential Unit or another mutually agreed day before the Tenant assumes occupancy.
  - b) During the move-in inspection, the Housing Department shall complete a condition report which shall be reviewed and signed by both the Tenant and the Housing Department.
- 24.4 WMFN shall conduct an annual inspection for all occupied Residential Units in this program.
- a) The purpose of annual inspections is to determine the need for any preventative maintenance or funding proposals for renovations, repairs, or retrofits to the Residential Unit, as may be required and/or eligible for, as well as to identify any Tenant Damage.
  - b) Whenever possible, annual inspections will be scheduled so that the Tenant can be in attendance during the inspection. However, if the Tenant is unable to attend, the Tenant must ensure that the Housing Department has access to complete the inspection in a timely manner.

- c) If the annual inspection is scheduled so that the Tenant can attend, and the Tenant misses the appointment, the Housing Department will seek to reschedule with the Tenant. If the Tenant misses the second appointment, the Housing Department shall deliver Notice at least 24-hours in advance of a third appointment and shall enter the Residential Unit to complete the inspection during that third appointment slot and sign the condition report, whether or not the Tenant is in attendance.

24.5 WMFN shall conduct an inspection at the end of each tenancy.

- a) The purpose of the move-out inspection is to evaluate the condition of the Residential Unit and determine:
  - i) Any repairs required to return the unit to rentable condition; and
  - ii) Any repairs required as a result of Tenant Damage.
- b) A move-out inspection shall be completed jointly by the Housing Department and Tenant on the day the Tenant vacates the Residential Unit, or on a mutually agreed date within 7 Days after the Tenant has vacated the Residential Unit. The Tenant is responsible for the condition of the Residential Unit until the move-out inspection is completed.
- c) To assist with scheduling, the Housing Department shall offer the Tenant two (2) dates for a possible move-out inspection. Every effort shall be made to accommodate the Tenant's preferred inspection date; however, If the move-out inspection is scheduled so that the Tenant can attend, and the Tenant misses the appointment, the Housing Department may proceed and complete the inspection and sign the condition report without the Tenant.
- d) Tenants are encouraged to attend move-out inspections in case of dispute over alleged Tenant Damage. The Housing Department shall remind vacating Tenants of the need to be present during the inspection for this reason. Failure to participate in the move-out inspection, may reduce the Tenant's ability to dispute repair charges and/or deduction from any Deposit for Tenant Damage.

24.6 WMFN shall conduct an inspection in accordance with Section 23 where a Residential Unit has been deemed Abandoned.

- a) The purpose of the post-occupancy inspection is to evaluate the condition of the Residential Unit and determine:
  - i) Any repairs required to return the unit to rentable condition; and
  - ii) Any repairs required as a result of Tenant Damage.

- b) The Housing Department may proceed with the inspection without Notice at their earliest convenience.
- 24.7 WMFN may, with Notice enter the Residential Unit once per calendar month to examine the Residential Unit as deemed necessary, for repair, maintenance, and inspection (including if Tenant Damage or Abandonment is suspected).
- 24.8 For security and transparency, at least two Housing Department staff shall be present during inspections and maintenance/repairs.

## **25 PROVISIONS FOR SUBLETTING**

- 25.1 Tenants in this program shall not lease or Sublet the Residential Unit except as per the subsection below (Leave of Absence Sublet)
- 25.2 A Tenant that sublets a Residential Unit without an approved Leave of Absence Sublet is in material breach of the tenancy and cause for ending the tenancy.

### Leave of Absence Sublet:

- 25.3 A Tenant may apply for a limited Leave of Absence Sublet if they are required to relocate due to work, education, illness, or care of a family member (other relocation reasons may be approved at the discretion of the WMFN).
- 25.4 A Leave of Absence Sublet must be authorized in writing by WMFN prior to subletting the unit. Tenants that do not receive written authorization in advance are in contravention of their Tenancy Agreement and this Policy.
- 25.5 Tenants must have been in the Residential Unit for a minimum of 12 consecutive months to qualify for a Leave of Absence Sublet.
- 25.6 Leave of Absence Sublets may be negotiated for up to a 2-year term, renewable to a maximum of 6 years. Renewals must be agreed in writing between the Tenant, Subtenant and WMFN.
- 25.7 At the end of the Leave of Absence Sublet, the Tenants may return to the Residential Unit provided that they are in Good Financial Standing.
- 25.8 If a Tenant opts to not return to the Residential Unit at the end of the term of the Leave of Absence Sublet, the Subtenant is expected to vacate the Residential Unit at the end of their term, subject to any renewals agreed in writing, and then the Residential Unit will be reallocated following this Policy.
- 25.9 Subtenants must be WMFN Members and must meet all eligibility requirements for this program. The Tenant is solely responsible for identifying a Subtenant, but where possible, should consider the Allocation

priorities (see Section 5) whenever possible. WMFN reserves the right to request information to conduct credit or reference checks on a prospective Subtenant and to withhold consent for the Leave of Absence Sublet if it appears the proposed Subtenant will not be able to comply with the terms of the Tenancy Agreement.

- 25.10 The Tenant may request assistance from the WMFN to find a Subtenant. WMFN will attempt to provide a recommended Subtenant who will qualify according to this Policy's eligibility requirements. The Tenant must approve the Subtenant before a Sublet Tenancy Agreement is executed.
- 25.11 A Sublet Tenancy Agreement must be signed by the Tenant, Subtenant, and WMFN before occupancy. WMFN will conduct a pre- and post-move inspection with the Tenant and Subtenant.
- 25.12 The Subtenant shall pay rent for the Residential Unit directly to WMFN. The Rent to be paid by the Subtenant must not exceed the Rent typically charged to the Tenant. If the Subtenant fails to pay Rent for the Residential Unit, the Tenant shall be responsible for making the payment directly to WMFN. Any arrears statements for the Residential Unit will be sent to the Tenant and copied to the Subtenant. The Tenant may submit a written request to WMFN for a monthly confirmation of payment by the Subtenant. If the Subtenant leaves or their tenancy is ended, Rent will continue to be due from the Tenant even if the Residential Unit is empty.
- 25.13 The Tenant is responsible to ensure that Rent is paid for the Residential Unit, and all requirements of the Sublet Tenancy Agreement are followed by the Subtenant.
- 25.14 Subtenants are subject to this Policy. Subtenants that breach this Policy or their Sublet Tenancy Agreement will have their tenancy ended and will not be approved for any subsequent Sublet terms.
- 25.15 If the tenancy of a Subtenant is ended, it is the responsibility of the Tenant to find a new Subtenant or to request assistance from WMFN. Rent for the Residential Unit shall continue to accrue during this process.
- 25.16 Damage to the Unit from Subtenants (or children, pets, or Guests of the Subtenant) beyond ordinary wear and tear will be the responsibility of the Tenant as Tenant Damage.

## **26 EXERCISING THE OPTION TO PURCHASE**

- 26.1 Upon final discharge of the Mortgage for the Residential Unit and provided there have been cumulative payments of Rent for the Residential Unit roughly equivalent to the amount of WMFN's mortgage and any additional fees and maintenance costs, WMFN shall send the Tenant a Notice that

the Tenant shall have the Option to Purchase the unit within 12 months of the date of Notice, provided that:

- a) the Tenant is a WMFN Member (Tenants that are non-WMFN Members with a Dependent WMFN Member child are not eligible for the Option to Purchase)
- b) the Tenant has met all the terms and conditions of the Tenancy Agreement
- c) All Rent and other charges have been paid in full, and
- d) the Tenant is in Good Financial Standing.

26.2 Tenants in this program build no equity in their Residential Unit unless and until they exercise the Option to Purchase. Tenants in this program that have their tenancy ended for any reason prior to qualifying for the Option to Purchase will not be reimbursed for Rent paid to WMFN.

Option to Purchase process:

26.3 WMFN shall deliver a Notice of Option to Purchase upon confirmation of Mortgage discharge and receipt of full payment of outstanding financing balance for the Residential Unit.

- a) The Notice shall include a request for the Tenant to meet with WMFN to review the terms and conditions to exercise the Option to Purchase and discuss the financial and physical responsibilities of the Tenant if the Option to Purchase is exercised (i.e. Homeowner Agreement, insurance, maintenance and repairs).

26.4 At the meeting referenced in Section 26.3(a), WMFN shall provide the Tenant with:

- a) Approximate annual operating costs associated with the Residential Unit for the previous two-years and review of major works completed on the Unit;
- b) A statement of required fees for Homeowner Fees (including sewer, water, and garbage pickup, etc.);
- c) An estimated value of the home for the purpose of Tenant obtaining contents and liability insurance coverage.
  - i) Insurance coverage will be required as a condition of exercising the Option to Purchase.
- d) The terms of exercising the Option to Purchase which includes:
  - Payment to WMFN of One (1) Dollar to purchase the Residential Unit;

- Payment of WMFN Administration fees and any additional costs.
- 26.5 Rent will continue unless and until the Option to Purchase has been exercised and completed.
- 26.6 If the Option to Purchase is exercised and completed, the Tenant shall be considered a Homeowner and subject to applicable WMFN Policies upon:
- a) Payment of all associated costs
  - b) Signing a Homeowner's Agreement
  - c) Providing proof of insurance coverage
  - d) Confirming that they are willing to assume all responsibilities of the unit by becoming a Homeowner.
- 26.7 If the Option to Purchase is exercised and completed, the Homeowner is eligible to receive a Certificate of Custom Holding for the Residential Unit in accordance with applicable WMFN Policies and the Homeowner Agreement.
- 26.8 No Certificates of Possession (C.P.'s) will be given by Council and, for clarity, a Certificate of Custom Holding is not a CP.
- 26.9 Tenants who do not exercise the Option to Purchase within 12 months of receiving the Notice identified in Section 26.3, will become subject to the Nation Owned Rental Policy. The Residential Unit will no longer be available for purchase and the existing Tenancy Agreement will continue to apply, except that any reference to the Option to Purchase will be deemed to have been struck from the Tenancy Agreement.

This WMFN Rent-to-Own Housing Policy has been reviewed and approved by a quorum of Council on June 14, 2017, coming into force on June 14, 2017:

Councillor: Patricia Brown

Councillor: Dean Dokkie

Councillor: Robyn Fuller

Councillor: Clarence Willson

This policy has been reviewed and amended by a quorum of Council:

April 25, 2018

March 19, 2024 (General Review and Amendments)

August 20, 2024 (Parking)

November 12, 2024 (RV Parking)

August 5, 2025 (Annual review and amendments; Authorized Representative; Illegal Activities; Stop Work Order; Pest Prevention and Mitigation)

March 24, 2026 (Death of a Tenant; Introduction)