



COUCHICHING FIRST NATION
HOUSING POLICY
November 1, 2022

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PART I – GENERAL

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

1.0 Introduction

1.1 Purpose

CFN (CFN) has developed this Policy for the betterment of their community. A structured housing policy provides the Housing Department, Housing Committee/Authority, 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 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. to ensure that the housing needs of the membership of CFN are met with the best of the FN's ability;
- iv. extend the useful life of the Band's existing Housing Stock; and
- v. promote homeownership by providing eligible members with access to affordable and competitive opportunities to own their own home.

2.0 Definitions and Interpretation

2.1 Definitions

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

"Arrears" means Rent or other housing-related payments that are owed by a Tenant and have come due to CFN or a financial institution and have not been received by the payment due date.

"Arrears Recovery Agreement" means an agreement entered into between a Tenant and CFN for repaying rental and other Arrears [see Appendix 11 for a template agreement].

"Authorized Occupant" means a person who is permitted to reside in a Rental Unit or Rent-to-Own Unit under the terms of a Tenancy Agreement, but who is not a Tenant.

"Band" means the CFN..

"Band-Administered Home" means a dwelling unit located on a Reserve that is administered by the Housing Department and includes Rental Units and Rent-to-Own Units.

"Band Council Resolution" means a written resolution or authorizing document of Council adopted at a duly convened meeting of the elected council for the First Nation.

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

“Borrower” means a Band Member who has applied for a loan that requires Council’s guarantee under Part V of this Policy.

“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 FN.

“CMHC” means the Canada Mortgage and Housing Corporation.

“Co-Tenant” means either of two Band Members who have entered into a Tenancy Agreement together for the same Unit and who are jointly responsible for all the obligations of the Tenant under that Tenancy Agreement.

“CFN” means CFN.

“Council” means the duly elected Council of the CFN.

“Custom Allocation” means a grant made by Council that entitles a Band Member to the exclusive right to use, occupy and enjoy a parcel of Reserve land and that is subject to the terms of a Custom Allocation Agreement.

“Custom Allocation Agreement” means an agreement entered into by Council and a Band Member setting out the terms of a Custom Allocation [see Appendix 16 for a template agreement].

“Homeowner” means a Band Member to whom a legal right of ownership of a Privately-Owned Home (excluding the land) has been granted by Council, including a home that is subject to a loan or mortgage.

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

“Housing Committee” means the committee established in accordance with section 4.2.1.

“Housing Department” means the Band Manager and any other staff employed by CFN to assist in implementing the Housing Policy and overseeing the CFN housing program.

“Housing Manager” oversees all matters related to the administration of Band-Administered Homes.

“Housing Stock” means all Band-Administered Homes.

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

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

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

“Policy” means this Housing Policy.

“Privately-Owned Home” means a home that is owned by a Nation Member where the FN 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.

“Rent” means an amount of money paid, or required to be paid, by a Tenant to the CFN as described in a Rental Agreement or Rent-to-Own Agreement in return for the right to occupy a Band-Administered Home, but does not include a security deposit, Arrears, or other debts owed by the Tenant to the CFN in connection with the tenancy.

“Rent-to-Own Agreement” means a written agreement between CFN and a Tenant made in the form set out in Appendix 5 that confers on the Tenant a right to occupy a Rent-to-Own Unit and the option to purchase the home upon discharge of the mortgage and describes the rights and obligations of each party.

“Rent-to-Own Unit” means a Band-Administered Home that is occupied, or is available to be occupied, by a Tenant in accordance with a Rent-to-Own Agreement.

“Rental Agreement” means a written agreement between CFN and a Tenant made in the form set out in Appendix 4 that confers on the Tenant a right to occupy a Rental Unit and describes the rights and obligations of each party.

“Rental Unit” means a Band-Administered Home that is that is occupied, or is available to be occupied, in accordance to a Rental Agreement.

“Reserve” means a Couchiching First Nation reserve.

“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.

“Tenant” means an individual who has entered into a Tenancy Agreement with CFN.

“Unit” means a Band-Administered Home.

“Waiting List” means all active applications on file.

2.2 Interpretation

A reference to “days” means calendar days unless otherwise provided.

Any reference in this Policy to a section or paragraph will mean a section or paragraph, as applicable, of this Policy unless otherwise expressly provided.

The phrase “with the necessary terminology changes to reflect a Rental Unit” or “to reflect a Rent-to-Own Agreement” is used to minimize duplication of the Policy content by cross-referencing applicable sections, but that the reader must substitute applicable terminology to ensure an accurate reading. For example, the reader is instructed to substitute “Rent-to-Own

Unit" in the place of "Rental Unit" and "Rent-to-Own Agreement" in the place of "Rental Agreement".

3.0 Authority and Application

This Policy is made under Council's authority and applies to:

- All existing and future Band-Administered Homes;
- All individuals who apply for a Rental Unit or Rent-to-Own Unit;
- All individuals who occupy a Rental Unit or Rent-to-Own Unit including Tenants, Authorized Occupants and guests;
- All Homeowners.

4.0 Governance

4.1 Housing Department

The Housing Manager oversees all matters related to the administration of Band-Administered Homes.

Through this Policy, Council delegates the referenced responsibilities over housing to the Housing Department as supervised by the Housing Manager. Council authorizes the Housing Manager to sign a Rental Agreement, a Rent-to-Own Agreement, an Arrears Recovery Agreement and any other agreement that this Policy specifies may be signed by the Housing Manager/Housing Department.

Housing Department Roles and Responsibilities

The Housing Manager is responsible for the following:

- i. prepare agendas and ensure minutes are taken for all Housing Committee meetings;
- ii. prepare and present annual budgets to Council;
- iii. ensure necessary reports are prepared and presented to Council;
- iv. advise the Housing Committee and 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 the Housing Committee for Tenant selection;
- ix. keep the Housing Committee and the Council up-to-date on workshops, training, funding opportunities, and on any relevant correspondence;
- x. ensure Rent is collected and receipts are issued;
- xi. ensure monthly payments from Ontario Works recipients are being made;
- xii. update the Housing Committee and Council on Arrears;

- xiii. adhere to all applicable codes and guidelines, including building codes.
- xiv. prepare all notices, including Arrears letters and notices of breach; ;
- xv. recommend evictions to the Housing Committee;
- xvi. maintain and update Tenant files, the housing list and renovation requests;
- xvii. provide construction and renovation updates to the Housing Committee and Council on an as-needed basis;
- xviii. deliver a Basic Home Maintenance information for all new Occupants before they get keys to a Unit (Move in Inspection);
- xix. promote and manage the housing programs; and
- xx. communicate decisions of the Housing Committee to the appropriate individuals.

The Housing Manager may delegate to Housing Department staff tasks related to the any of the noted responsibilities if the Housing Manager supervises the applicable staff in carrying out the task.

4.2 Housing Committee

The Housing Committee represents CFN in matters related to housing. The Committee acts in cooperation with the Housing Department but remains independent from the Housing Department in carrying out their roles and responsibilities and has no authority to make decisions only recommendations. The Housing Committee is not responsible for day-to-day operations and program management; those matters fall to the Housing Department.

4.2.1 Establishment and Selection of Housing Committee

Through this Policy, Council delegates the referenced responsibilities over housing to the Housing Committee.

The Housing Committee will consist of 5 (five) voting members (or any greater odd number of voting members) and a Council representative, who will be a non-voting member of the Housing Committee. Band Members will be invited to apply to be selected as a Housing Committee member for the voting positions. Based on the applications received, the Housing Manager will recommend Committee members to Council for approval. The one Council representative, will serve as the Housing Committee chairperson when the Council representative is in attendance at Committee meetings. Quorum is three voting members of the Housing Committee if there are five voting members (quorum is five if there are seven voting members, etc).

All Housing Committee members are bound by the Housing Policy. If a Committee member is not in compliance with the Housing Policy at the time of appointment they must agree to become in compliance once appointed.

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 Band Member;
- iii. not have been convicted of an indictable criminal offence;
- iv. not be on the Waiting List;
- v. 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

- vi. 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 implement and 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 and must declare conflict;
- iii. sign an Oath of Confidentiality and code of Conduct and Ethics (Appendix 1); and
- iv. if he or she is a Tenant, be in compliance with this Housing Policy once appointed.

A Band Member who occupies a 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 will remove a voting member of the Housing Committee for the following reasons:

- i. breaching confidentiality;
- ii. falling into rental Arrears if more than two Arrears letters are issued in one 12-month period;
- iii. failing to attend three (3) consecutive meetings without a valid reason (i.e. work related or medical);
- iv. being a bully or engaging in lateral violence towards staff, other committee members and/or community members (at the recommendation of the Housing Manager);
- v. if convicted of an indictable criminal offense; or
- vi. at the recommendation of the Housing 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 a replacement.

Once appointed, voting members of the Housing Committee can serve a term of three or five years – with two voting members serving five years and three voting members serving three years. This ensures continuity of knowledge and business continues uninterrupted at end of each term.

After this initial appointment process, the term of each Housing Committee member will be three years. The term of the non-voting Council representative on the Committee will be for the duration of the Council term unless Council appoints a different Council representative, in its discretion.

The Housing Committee will meet monthly, with emergency meetings scheduled as required. If the Housing Matter considers a matter requiring the Housing Committee's involvement to be urgent, the chair of the Housing Committee must call an emergency meeting.

The Housing Committee will strive to make decisions by consensus (unanimous agreement) of the voting members; failing consensus, a matter is decided by a majority of the voting members of the Committee.

4.2.2 Housing Committee Roles and Responsibilities

Housing Committee shall carry out the following functions:

- i. Assist in overseeing the Housing Department;
- ii. Select Tenants based on applicable scoring criteria;
- iii. On the recommendation of the Housing Manager, make decisions on evictions.
- iv. Review and make recommendations to Council for changes to this Policy on an annual or as needed basis; and

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 CFN Housing Program;
- iii. prepare for meetings by reading relevant reports and letters;
- iv. keep up to date with relevant CFN 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 Housing Committee member;
- iii. developing the agenda for Housing Committee meetings;
- iv. ensuring that quorum is present before business is conducted;
- v. following up on old business;
- vi. reading the minutes of the last meeting;
- vii. amending the minutes if amendments are approved;
- viii. introducing new business;
- ix. setting a date for the next meeting;
- x. maintaining order: ensuring that the business of the meeting proceeds smoothly and that the meeting stays on topic according to the agenda;
- xi. acting as an impartial mediator in the workings of the Housing Committee;
- xii. calling for recommendations and ensuring that everybody has had an opportunity to debate and discuss recommendations;
- xiii. 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.

4.3 Council

In order to allow the efficient and comprehensive administration of housing, Council has delegated certain of its administrative responsibilities to the Housing Committee; however, Council has the ultimate responsibility over housing on Reserve.

4.3.1 Council Roles and Responsibilities

Council is responsible for the following functions:

- (a) setting Rent for Rental Units based on rental scales from the CHMHC operating agreement;
- (b) setting Rent for Rent-to-Own Units based on the Housing Department's recommendation;
- (c) transferring Rent-to-Own Units to eligible Tenants at the end of the term of Rent-to-Own Agreements;
- (d) approving sales of Privately-Owned Homes;
- (e) approving mortgage or loan guarantees;
- (f) considering applications to appeal a decision of the Housing Committee;
- (g) approving amendments to this Policy.

PART II –BAND-ADMINISTERED HOMES

Band Administered Homes are homes that fall under the CFN Housing Department and includes Rental Units, and Rent-to-Own Units.

5.0 Rental Units

5.1 Rental Housing Application Requirements

The following requirements must be met by applicants who wish to be considered for a Rental Unit. If any of these requirements are not met, the Housing Department will not forward the application to the Housing Committee for consideration. Existing Tenants will not be eligible for a new allocation unless there is evidence of overcrowding in the Rental Unit.

Housing Application Form

A Housing Application form (Appendix 2) must be completed in full and submitted to the Housing Department. An application is only valid for the fiscal year it was submitted (April 1 – March 31st); failing to update a housing application within the first week of the new fiscal year (first week of April) will result in the application being removed from the Waiting List.

The Housing Manager will provide updates to the Housing Committee. An application that is not signed or deemed incomplete will be removed from the Waiting List.

Applicant Eligibility Requirement.

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.

Arrears

Applicants who are in Arrears with CFN will not be considered for housing until the Arrears are paid in full. Applicants in Arrears who are consistently paying Arrears maybe considered. Ontario Works applicants must demonstrate 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 list of family members.

If at any time after allocations have been awarded, and situations have changed within the family make-up, CFN reserves the right to terminate the Rental 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, he or she will not be eligible to apply for another Rental Unit until at least sixty (60) months – 5 years 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 Housing Department can apply the point-rating guide and assign an application 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 Housing Department 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 their approval. The names of the applicants will not be revealed until applicants are selected.

If two applications received the same score, the application that was received by the Housing Department first will be selected. If both applications with the same score were provided at the same time, the Housing Committee will pick the successful application in a blind draw.

Since the Housing Department 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 Waiting List

As provided above, a housing application is only valid for the fiscal year it was submitted (April 1 – March 31st); failing to meet with the Housing Department to update a housing application within the first week of the new fiscal year (first week of April) will result in the application being removed from the Waiting List.

5.4 Rental Agreement

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

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

One copy of the Rental Agreement will be signed by the Housing Department and the Tenant(s) prior to occupying the Rental Unit. Original will be kept by the Housing Department, and another copy will be provided to the Tenant(s). The Rental Agreement will be renewed on an annual basis.

At the time a Tenant meets with the Housing Department to renew their Rental Agreement, the Tenant's household income will be reviewed to determine if the Rent should be adjusted. The Housing Department will only consider a "permanent" change to household income to inform a change of Rent, e.g. a new permanent job.

Only Tenants who are NOT in Arrears at the end of their Rental Agreement will be provided with an option to renew. The exception to this rule is if the Tenant is in compliance with a valid Arrears Recovery Agreement

5.5 Security Deposit

Tenants are required to pay a security deposit at the time the Rental Agreement is signed. The security deposit is equal to 50% of the first month's Rent.

The Housing Department will hold the security deposit in trust for the Tenant during the term of the Rental Agreement.

Within 30 days of the Tenant vacating the Rental Unit at the termination or expiry of the Rental Agreement, the Housing Department will reimburse the security deposit, plus accrued interest, to the Tenant, unless:

- (a) the Tenant does not leave the Rental Unit in the condition as required in the Rental Agreement (i.e. rentable condition);
- (b) the Tenant has Arrears; or
- (c) the Tenant agrees in writing to allow the Housing Department to keep an amount as payment for unpaid rental or other Arrears, or damage.

The Tenant has the right to appeal a Housing Department decision to keep the Tenant's security deposit in accordance with the appeal provisions at section 12.0.

Tenants who are in existing Rental Agreements who have not provided the Housing Department with a security deposit at the time this Policy comes into force are required to pay a security deposit upon the renewal of their Tenancy or upon 30 days' notice provided by the Housing Department.

5.6 Authorized Occupants

Any person who resides in a Rental Unit for a period of more than 21 days, whether or not consecutive, in any 12-month period and who is not a Tenant must be approved by the Housing Department and listed on the signed Rental Agreement as an Authorized Occupant, except if CFN has granted a short-term extension for a guest pursuant to the last paragraph of this section 5.6.

A Tenant must notify the Housing Department if an Authorized Occupant under the age of 18 years no longer permanently resides in the Rental Unit.

No changes to the list of Authorized Occupants in a Rental Agreement may be made unless the change is authorized by the Housing Department.

The Housing Department may refuse any request to approve additional Authorized Occupants if such approval would result in overcrowding or the failure to comply with the National Occupancy Standards. Non-dependent adults may not be added to a Rental Agreement as Authorized Occupants unless the Housing Department first receives two references relating to that person's character or prior conduct as a tenant. The Housing Department may refuse to approve a non-dependent adult as an additional Authorized

Occupant if the individual's references fail to satisfy the Housing Department that the individual will abide by the provisions of the Rental Agreement and this Policy.

A Tenant who allows any person who is not an Authorized Occupant to reside in the Rental Unit in violation of this section is in default of the Rental Agreement and may be evicted for cause in accordance with section 5.19.1 of this Housing Policy.

In carrying out its discretion under this section 5.6, CFN will not unreasonably prevent the Tenant from having guests in the Rental Unit.

CFN may grant written authorization for a short-term extension to the 21-day limit for guests. In making this decision to grant a short-term extension, CFN may require the Tenant to provide proof that the guest maintains a primary residence elsewhere.

5.7 Rental Rates

Rent for Rental Units that are not mandated in CMHC operating agreements will be set at 25% of the Tenant's household income. For Rent set on this sliding scale, the Housing Manager may adjust a Tenant's Rent if the Tenant's "permanent" household income has increased or decreased (e.g. income change from a new job). In such a case, the new Rent will take effect upon the Housing Manager providing written notice of the new Rent to the Tenant.

In addition, it is within Council's discretion to increase the Rent for a Rental Unit with 90 days' notice to the Tenant:

- (a) in accordance with CMHC operating budget; or
- (b) after the first anniversary of a tenancy once a year by the "inflation rate" plus up to 2%. "Inflation rate" means the 12-month average percent change in the all-items Consumer Price Index for Ontario ending in the July that is the most recently available for the calendar year for which a Rent increase takes effect.

5.8 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 the month. All Tenants occupying a Rental Unit have agreed to pay rent, as stated in their Tenancy Agreement.

Tenants are required to pay rent at Band Finance office by cheque, cash, money order, direct deposit, or e-transfer.

CFN may accept late rent payments in extenuating circumstances. Before the first day of the month, the Tenant must phone, email or write a letter to the Housing Manager detailing the circumstances and a decision by the Housing Manager will be made as to the validity of the circumstances.

Tenants who are CFN employees can have their rent deducted from their income and forwarded to the Housing Department. Tenants in receipt of Ontario Works can have their rent paid through shelter portion on their behalf by the Ontario Works Department. Ontario Works recipients must make arrangements with the Ontario Works to ensure that rent payments are made on their behalf. Any rent portion not covered by Ontario Works shelter portion is the tenants' responsibility.

Tenants in receipt of Social Assistance will have their Rent paid through shelter portion on their behalf by the Band's Social Development Department. Social Assistance recipients must make arrangements with the Social Development Department to ensure that Rent payments are made on their behalf. Any Rent portion not covered by the Social Development shelter portion is the Tenants responsibility.

The Finance Department will issue receipts to Tenants each month for rent paid.

5.9 Rent Arrears

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

- i. A first notice (Appendix 7) will be sent to the Tenant(s) ten (10) days after Rent is due. The Tenant must immediately pay the Arrears in full or if agreed by the Housing Manager, an Arrears Recovery Agreement will be created and entered into.
- ii. If after the 20 days of the Rent due date, no payment has been received, a second written notice (Appendix 8) will be delivered along with a scheduled time for a meeting between the Tenant and the Housing Department 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 9) will be delivered to the Tenant advising the Tenant(s) that they have 10 business days to make full payment of the Arrears plus the current month's Rent. Both the Tenant(s) and the Housing Department must agree to all repayment terms in The Arrears Recovery 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 has failed to enter into and/or comply with the terms of an Arrears Recovery Agreement, an Eviction Notice (Appendix 10) will be delivered to the Tenant and the Tenant will have 48 hours to vacate the Rental Unit.
- v. The issuance of three second notices of missed Rent in one 12-month period is cause for immediate eviction in accordance with an Eviction Notice (Appendix 10).

5.10 General Duties and Responsibilities of Occupants/Tenants

All individuals who live in a Rental Unit have certain responsibilities which must be adhered to in order for them to continue occupying the Rental Unit. In general, all individuals must comply with CFN Laws, bylaws and policies, including the terms of this policy. In addition, all individuals who have signed an agreement with the CFN, including a Rental Agreement, must comply with the terms of that agreement. It is the responsibility of all Band Members living in a Band-Administered Home to become familiar with all of their responsibilities and obligations.

Occupants who have not signed a Rental Agreement must enter into and sign a Rental Agreement to indicate that they have read, understood and agree to be bound by this Policy. Occupants who refuse to enter into a Rental Agreement will face eviction. Upon execution of this Policy, all existing rental agreements must be updated to reflect the terms of the Rental Agreement set out as an appendix to this Policy.

The following is a list of some of the key responsibilities of Tenants with respect to Rental Units:

- i. attend the Basic Home Maintenance Workshop prior to moving into a Rental Unit, if the workshop is provided within a relevant time period;
- ii. keep the Rental Unit in good, clean and sanitary condition, including yards. Tenants are responsible for damage to Rental Units including if caused by a guest;
- iii. keep the Rental Unit and surrounding areas clean and free of garbage, junk cars and scrap. Tenants who do not meet this responsibility will be issued a "Notice of Breach" (Appendix 11) to remove any garbage, junk cars and scrap, after which the Housing Department will remove the items at the Tenant's expense;
- iv. immediately report to the Housing Department any accident, break or defect in water, heating or electrical systems, or in any part of the Rental Unit which requires repair, regardless of who is responsible for repairs;
- v. perform general upkeep of the Rental Unit and prevent damage from occurring;
- vi. respect the rights and privacy of neighbours;
- vii. not do any major repairs, renovations or improvements;
- viii. notify the Housing Department 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 a 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 Rental Unit. Should disaster strike, CFN, including the CFN Housing Department, will not be responsible for the loss of any personal property;
- xi. indemnify and save harmless CFN from all liabilities, fines, suits and claims of any kind or which the Housing Department may be liable or suffer by reason of the Tenant's occupancy of the premises;
 - i. do not make any improvements or alterations to a Unit, which may render void or voidable any policy of insurance held by CFN generally and/or the CFN Housing Department specifically;
 - ii. sign a new Rental Agreement before March 31st of each year. Only Tenants **not** in Arrears are permitted to continue their tenancy and sign a new Rental Agreement. Except if a Tenant has entered into and is complying with an Arrears Recovery Agreement, if a Tenant has not paid off Arrears by March 31st, they will be evicted;
 - iii. pay Rent regularly and on time, as per the terms of the Rental Agreement and this Policy;

- iv. ensure that visitors and Occupants comply with all terms of the Rental Agreement and this Policy; and
- xii. immediately notify the Housing Department when planning to vacate or leave a Rental Unit for more than 10 days.

Tenants must not:

- i. switch or transfer Rental Units;
- ii. assign or sub-let a Rental Unit;
- iii. produce or grow cannabis in a Rental Unit (due to the following policy reasons: growing cannabis requires considerable hydration which leads to mould);
- iv. produce or grow any type of plant that requires a hydroponic growing system;
- v. sell, transfer or otherwise dispose of any appliances, or other equipment without the direct approval by the Housing Department, unless appliances are owned by the Tenant;
- vi. use the Rental Unit or allow the Rental Unit to be used for any purpose other than a residential dwelling for the authorized Tenant(s) of the Rental Unit unless other arrangements have been made through the Housing Department in writing.

5.11 Maintenance

The Housing Department 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) or guest),
- vii. repairing driveways,
- viii. repairing floors, exterior doors, interior door and cabinet hardware and cupboards as needed if not deemed to be tenant damage,
- ix. HVAC

Tenants are responsible for reporting all required repairs to the Housing Department in writing. The Housing Department 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 Rental Unit including the reason for the repairs, a list of repaired items and the costs of the repairs will be kept with the Housing Department.

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

If the Housing Department 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 Tenant fails make the area accessible, maintenance will be deferred, unless deferral would cause a health and safety hazard.

5.12 Renovation of Rental Units

Tenants must have permission from the Housing Department to make any alterations or improvements to a Rental Unit. A qualified inspector must review any such plans, alterations 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 Housing Department. 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 "D". See Part V – "Renovation Programs" of this Policy for more information on these programs.

5.13 Insurance

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

CFN will pay all insurance premiums and deductibles for the insurance coverage for Band-Administered Housing.

As provided above, it is the Tenant's responsibility to obtain personal contents insurance. It is also the Tenant's responsibility to obtain any level of coverage over that secured by the Band. The cost of any additional insurance is the Tenant's responsibility.

5.14 Fires

After a fire has been reported, the Housing Department will ensure that there is a full investigation.

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

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

5.15 Inspections

5.15.1 Regular Inspections

Rental Units will be inspected at least once annually. The inspection will be carried out to record the condition of the Rental 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 6 for a copy of the Home Inspection form.

Rental Units are also subject to inspection by the Housing Department in the event that the Housing Department has reasonable grounds for believing that the Tenant(s)/Occupant(s) are in breach of a term of an Agreement with CFN, including a Rental Agreement, or this Policy. In such cases, the Housing Department will provide reasonable notice (24 Hours) that the inspection will take place. The Housing Department representative(s) and the Tenant, or someone appointed by the Tenant 18 years of age or older, are required to be present for the inspection. If the Tenant is not available, Housing Department representative(s) will conduct inspection and will provide photographs and sign the report. A copy of the report will be provided to the Tenant.

5.15.2 Move-In Inspection

- i. A move-in inspection will be completed on the day the Tenant is entitled to take possession of the Rental Unit or on another mutually agreed upon day before the Tenant moves in.
- ii. The move-in inspection will be completed jointly by the Tenant and a representative of the Housing Department. The Tenant(s) **MUST** be present during the inspection.
- iii. The Housing Department representatives will complete a Home Inspection Form that confirms the condition of the property. The report must be reviewed and signed off by both the Housing Department representative and the Tenant(s). Photos to be included. A copy of the report will be provided to the Tenant.

5.15.3 Move-Out Inspection

- i. A move-out inspection will be completed by the Housing Department 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 Housing Department representative must complete a Home Inspection Form. Both the Housing Department and Tenant or witness must sign the Home Inspection Form and the Housing Department must give the Tenant a copy of the report.
- iii. The Housing Department representative will may make the inspection and complete and sign the Home Inspection Form without the Tenant if the Housing Department 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 Housing Department must be accompanied by a witness, who must be another CFN employee or Housing Committee member.
- iv. Any repairs required to the Rental 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 Housing Department. **Tenants will not be billed for regular wear and tear.** Photos to be included. A copy of the Home Inspection Form will be provided to the Tenant.

5.16 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 is responsible for any Arrears, including the 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 will be no residual obligation.

In the event of a Rental Unit Tenant's death, the Housing Department\Housing Committee may recommend the reassignment of the Rental Agreement to the deceased's next of kin, if the next of kin is eligible to enter into a Rental Agreement for the Rental Unit. The next of kin must enter into a Rental Agreement prior to occupying the Rental Unit.

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

- (a) Surviving Spouse that is a Band Member;
- (b) Surviving Spouse that is a non-Band Member:
 - i. Who lives with a minor child that is a Band Member – the Spouse may continue to occupy the Rental Unit with the approval of and on the terms agreed to by the Housing Committee and on condition that the Spouse complies with the Rental Agreement and this Housing Policy;
 - ii. who does not live with a Band Member child, the Spouse will be permitted to stay in the Rental up to six months and on condition that the Spouse complies with the Rental Agreement and this Housing Policy;
- (c) children of the deceased Tenant who are over eighteen (18) years of age and have dependents;
- (d) children of the deceased Tenant who are over eighteen (18) years of age and have no dependents;
- (e) legal guardians of children under the age of eighteen (18) who are band members;
- (f) parents of the deceased Tenant; and
- (g) siblings of the deceased Tenant.

If the deceased Tenant has no eligible next of kin, as set out in the priority list above, the Housing Department 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(rix) 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 will be re-allocated in accordance with this Policy.

5.17 Martial Breakdown

If Spouses who are both Band Members have co-signed a Rental Agreement for the same Rental Unit, those Spouses are referred to as Co-Tenants and they have equal rights to use and

occupy the Rental Unit. If one Spouse is a non- Band Member, only the Band Member Spouse is the Tenant.

Spouses must notify CFN in writing that they have formerly separated and that they no longer wish to live together.

In all cases, CFN will defer to any agreement Co-Tenants may make as to which of them will retain possession of the Rental Unit if such agreement is consistent with this Policy. The Co-Tenants must submit their written agreement to the Housing Committee, through the Housing Department, to confirm the agreement does not conflict with this Policy (e.g. an agreement conflicts with this Policy if it provides that, in the event of marital breakdown, the Rental Unit will be retained by a non-Member Spouse of the Tenant if the non-Member Spouse does not have custody of Member children).

If CFN enacts a matrimonial property law that applies to rental housing, the provisions in that law will prevail. A court order issued under the *Family Homes on Reserves and Matrimonial Interests or Rights Act (2013)* that conflicts with the operation of these policies will prevail.

If Co-Tenants have not entered into a written agreement regarding which of them will retain possession of the Rental Unit, the rules in this section 5.17 apply.

In instances where Co-Tenants are required to submit a new Housing Application, The Housing Manager must advise each Co-Tenant that they must submit their Housing Application by a specific date to be considered; if both Housing Applications are received by the specified date, then they will be deemed to have been received at the same time.

The Housing Manager will review and score the applications in accordance with section 5.2 and forward the applications to the Housing Committee.

The Housing Committee will review the scores and assign the Unit to the Co-Tenant with the highest score provided that Co-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.

If both Housing Applications have the same score and otherwise meet the eligibility criteria and can meet the rental obligations on their own, the Housing Committee will assign the Unit to the Co-Tenant that is picked in a blind draw (this is because Housing Applications that are received from Co-Tenants under this section within the deadline specified by the Housing Manager are deemed to be received at the same time).

5.17.1 Marital Breakdown: Co-Tenants with no children

If Co-Tenants separate and are unable to agree within 30 days of the separation as to which Co-Tenant will retain possession of the Rental Unit, each individual Co-Tenant must submit a new Housing Application (Appendix 2) to the Housing Department by the deadline specified,

which will be scored and the Unit assigned in accordance with the opening paragraph under section 5.17.

5.17.2 Marital Breakdown: Co-Tenants with children

If the Co-Tenants (both Band Members) have children, the Co-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 Co-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 Co-Tenant must submit a new Housing Application (Appendix 2) to the Housing Department by the deadline specified, which will be scored and the Unit assigned in accordance with the opening paragraph under section 5.17.

If there are children of the relationship who are Band Members, and custody is in dispute, the Housing Department 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.

5.17.3 Marital Breakdown: non-Band Member Spouse with children

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

- If the Tenant (the Band Member) 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-Band Member Spouse has primary care of the children, but the children are not Band Members, the Tenant (the Band Member) will retain occupancy of the Rental Unit.
- If the non-Band Member Spouse has primary care of the children, and the children are Band Members, the non-Band Member Spouse will retain occupancy of the Rental Unit on behalf of the children until they reach the age of 18, or until the non-Band Member Spouse no longer has primary care of the children and on condition that the Spouse remains in compliance with the Rental Agreement and this Policy. The non-Band Member Spouse will enter into a Rental Agreement with CFN as legal guardian on behalf of the children.

5.18 Termination of Tenancy by Tenant

A Tenant may end a tenancy at any time by delivering notice to the Housing Department at least 30 days before the intended termination date. The notice must be in writing and include the address of the Rental Unit and the termination date.

If a Tenant gives less than 30 days' notice of termination, the Tenant will be responsible for paying Rent for the month immediately following the month in which the notice was given.

The Tenant must vacate the Unit on or before the termination date and will be responsible for all costs associated with moving out (i.e. moving costs, additional month's Rent, cleaning, etc.).

5.19 Eviction

5.19.1 Termination of Tenancy by CFN for Breach other than Non-Payment of Rent/Arrears or for Severe Breaches

See section 5.9 for the procedure to terminate a tenancy for non-payment of rent/Arrears. Also note that, for a Rental Unit, if the Band and a Tenant fail to renew a Rental Agreement before the end of the agreement's term, then the tenancy will be terminated, and the Tenant must vacate the Rental Unit at the end of the agreement term.

A Tenant of a Rental Unit may face eviction for breaching a term of this Policy and/or a term of a Rental Agreement. For certainty, a Tenant will be held responsible for the actions of any Authorized Occupants and guests. In most situations involving breaches that are not classified as a "severe breach" which are discussed at section 5.19.2, Tenants will receive a Notice of Breach (Appendix 12 or 13) and be provided with the opportunity to correct the breach. Before evicting a Tenant, the Housing Department may provide the Tenant 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.

With the exception of the breach described below at paragraph (b), if a breach is not resolved within the time specified in the Notice of Breach, or if a Tenant receives three (3) or more Notices of Breach within one 12-month period, the Housing Department will prepare an Eviction Notice with supporting reasons for the Housing Committee's review and decision on whether to issue the Eviction Notice and terminate the tenancy (Appendix 10); see section 5.19.3).

The following is conduct for which the Housing Department may issue a Notice of Breach for a breach that is **not** classified as a "severe breach" (see section 5.19.2 for an explanation of "severe breaches"):

- (a) unreported or unresolved damage to the Rental Unit;
- (b) disturbing the peace or quiet use and enjoyment of other Tenants or Homeowners, including excessive noise between 11:00 p.m. and 7:00 a.m.; for this breach, Tenants must receive two Notices of Breach before being subject to an Eviction Notice; Occupants will return to good standing on this ground if they do not receive additional warnings for at least one (1) year;
- (c) failure to maintain or repair the Rental Unit as required;
- (d) interference with the Band's efforts to perform its maintenance/repair responsibilities in respect of the Rental Unit;

- (e) unsanitary conditions at or around the Rental Unit;
- (f) leaving garbage, junk cars and scrap material at or around the Rental Unit;
- (g) refusal to participate in a validly scheduled unit condition inspection;
- (h) failure to comply with any applicable CFN Law, bylaws or policies;
- (i) failure to notify the Band if the Tenant plans to be away from the Rental Unit for ten or more consecutive days;
- (j) people other than the Authorized Occupants residing in the Rental Unit for more than 21 days in any 12-month period, whether consecutive or not, unless the Housing Department has authorized a short-term extension in writing; and
- (k) a transfer or sublease of the Rental Unit.

5.19.2 Termination of Tenancy for Severe Breach

On recommendation of the Housing Department, the Housing Committee may terminate a Rental Agreement and direct the Housing Department to deliver to the Tenant an Eviction Notice (Appendix 10) without first delivering a prior Notice of Breach if:

- (a) a person occupies a Rental Unit without permission from the Housing Department in the form of a valid and subsisting Rental Agreement;
- (b) the Tenant makes false declarations on a Housing Application that results in a housing allocation;
- (c) the Tenant fails to comply with the terms of his or her Arrears Recovery Agreement as set out in section 5.9;
- (d) the Tenant receives three second notices (20 days after missed rent) for Rent Arrears in a 12-month period, as set out in section 5.9.v;
- (e) the Tenant, Authorized Occupant or guest engages in or allows illegal activity in a Rental Unit or the common areas and land included as part of the rental property in the Rental Agreement;
- (f) the Tenant is convicted of trafficking narcotics;
- (g) a Tenant or Authorized Occupant or guest willfully causes significant damage to a Unit (over \$3,000) including the common areas and land included as part of the rental property in the Tenancy Agreement;
- (h) the Tenant has abandoned the Rental Unit as defined in section 5.20;
- (i) the Tenant, Authorized Occupant or guest engages in conduct that endangers the health, safety or well-being of others residing on Reserve or endangers the safety and integrity of property on the Reserve;

- (j) the Tenant, Authorized Occupant, or guest tampers with or removes smoke or carbon monoxide detectors or alarms, fire extinguishers or sprinkler systems;
- (k) the Tenant ceases to be a Band Member or there are no Authorized Occupants who are Band Members.

5.19.3 Eviction Notice

If the Housing Committee directs the Housing Department to evict a Tenant, as allowed under the terms of a Rental Agreement or this Policy,

- (a) the Housing Department will deliver to the Tenant an Eviction Notice (Appendix 10);
- (b) the Rental Agreement will be terminated;
- (c) the Tenant is required to vacate the Rental Unit 48 hours from the service of that Notice.

A Tenant is liable to pay Rent until the date that the Rental Agreement is terminated and the Tenant has given up vacant possession of the Rental Unit.

A Tenant who is evicted pursuant to an Eviction Notice is not entitled to apply to CFN for housing for five years.

5.20 Abandoned Rental Unit

A 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 Housing Department's prior written consent and the Rent or utility payments are unpaid for 30 days or more and the Tenant has not communicated with the Housing Department regarding the rental Arrears.

If a Rental Unit is thought to be abandoned, the Housing Department will provide the Tenant with a written notice asking them to confirm their residency, and the Tenant will have 10 days to respond to the notice. In such cases where no response has been received, the Rental Unit will be re-allocated by the Housing Committee based on the selection criteria. Any Arrears and damages are 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 Rental Unit without informing the Housing Department, the Rental Unit will be deemed abandoned and re-allocated.

A Tenant is responsible for notifying the Housing Department if they plan to be away from their Rental Unit for ten or more consecutive days to ensure the Housing Department can keep an eye on the Rental Unit.

5.21 Vacating the Rental Unit

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

A Tenant is required to leave their Rental Unit in a re-rentable condition, which is explained in detail in the Rental Agreement.

If Tenant(s)/Occupant(s) leave belongings after the Rental Unit has been secured, they will be required to contact the Housing Department in order to enter the Rental Unit to remove them. Tenant(s)/Occupant(s) will have seven (7) days after the Rental Unit has been secured up to remove all belongings, after which the Housing Department 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 Band Members who have signed a Rent-to-Own Agreement for the Rent-to-Own Unit with the CFN. The rent to own option is intended to assist eligible Band 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.

The CFN constructs these houses through Canada Mortgage & Housing Corporation's (CMHC) section 95 housing program where the Band and CMHC partner to secure a mortgage for the construction of the home. Indigenous Services Canada (ISC) provides a ministerial loan guarantee for loan security. The Band enters into an operating agreement with CMHC where 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, CFN may build rent to own homes from alternative financing sources.

A Band Member occupies a Rent-to-Own Unit as a Tenant and pays the Rent, which represents the mortgage payment plus interest and may account for the Rent-to-Own Unit's services and operating costs.

A Tenant will be provided with maintenance and replacement cost insurance coverage at no additional cost for the duration of the Rent-to-Own Agreement.

A Tenant does not build any equity in the Rent-to-Own Unit while under mortgage. The equity is only realized at the end of the mortgage if the Rent-to-Own Unit is transferred to the Band Member/Tenant.

In all cases, CFN retains ownership of all Rent-to-Own Units and the lands on which they are located. If the Tenant exercises the option to purchase set out in the Rent-to-Own Agreement, the ownership of the house may be transferred to the Tenant in accordance with the terms of the Rent-to-Own Agreement and this Housing Policy (the Band retains ownership of the land). Council will grant to the new Homeowner a Custom Allocation for the lands upon which the house is located; a Custom Allocation Agreement will specify the new Homeowner's rights and obligations regarding the applicable land.

For greater clarity, a Tenant will not be eligible to exercise the option to purchase their Rent-to-Own Unit if there is any outstanding loan obligations, Arrears, or other debt owing to the Band attached to the Rent-to-Own Unit.

6.1 Rent-to-Own Agreement (Appendix 14)

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 CFN. The Rent-to-Own Agreement sets out the obligations and rights of the Tenant and of CFN as landlord.

If a Tenant has made all the Rent payments, the applicable 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 Rent-to-Own Unit for a nominal fee in accordance with the procedures in this Policy and the Rent-to-Own Agreement. A breach of a 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 Housing Department 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 Housing Department will sign the Rent-to-Own Agreement prior to the Tenant occupying the Rent-to-Own Unit. 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.

If the Tenant is in compliance with the terms and conditions of this Policy and the Rent-to-Own Agreement at the end of the agreement's one year term, the Agreement will automatically be renewed for a period of up to one year (the "Subsequent Term"), and at the end of each Subsequent Term thereafter. It is the Tenant's responsibility to notify the Housing Department of any changes to their circumstances, including the list of Authorized Occupants, contact information, etc.

6.2 Rent-to-Own Housing Application Requirements (Appendix 5)

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 Housing Department will not forward the application to the Housing Committee for consideration. Given the amount of Band Members eligible for rental housing, existing Tenants will not be eligible for a new allocation unless there is evidence of overcrowding in the Rent-to-Own Unit and zero Arrears.

Housing Application Form (Appendix 2)

A first step is for members to complete a Housing Application form and to submit the completed form to Housing Department. Applicants are responsible for updating the application on file with the Housing Department. The Housing Manager will provide updates to the Housing Committee. An application is only valid for the fiscal year it was submitted (April 1 – March 31st); failing to update a housing application within the first week of the new fiscal year (first week of April) will result in the application being removed from the 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 be eligible to rent 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 and Arrears

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 CFN will not be considered for housing until the Arrears are paid in full or they are actively and consistently paying Arrears. Ontario Works applicants are not eligible for the Rent-to-Own program.

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 list of family members

If at any time after allocations have been awarded, and situations have changed within the family make-up, CFN 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 Unit, he or she will not be eligible to apply for a Rent-to-Own Unit for a period of five (5) years from the date of the eviction.

6.3 Selection Criteria for Rent-to-Own Units

The criteria and procedure explained at section 5.2 will apply to Housing Applications for Rent-to-Own Units. However, applicants who receive social assistance are not eligible to apply for a Rent-to-Own Unit. This is because social assistance amounts will not cover the full cost of home ownership, including maintenance and insurance obligations.

6.4 Security Deposit

A Rent-to-Own Tenant is responsible for providing a security deposit in accordance with section 5.5 with the necessary terminology changes to reflect a Rent-to-Own Unit and a Rent-to-Own Agreement.

6.5 Authorized Occupants

The policy at section 5.6 applies to Rent-to-Own Units with the necessary terminology changes to reflect a Rent-to-Own Unit and a Rent-to-Own Agreement.

6.6 Rental Rates

Council sets the Rent for Rent-to-Own Units based on recommendations of the Housing Department accounting for CFN's mortgage, maintenance and servicing obligations.

Rent for a Rent-to-Own Unit may increase to reflect updated mortgage terms following mortgage renewal. The Housing Department must provide at least 90 days written notice before increasing the Rent.

6.7 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. Rent payments will be used to protect the community's investment in its Housing Stock and to maximize housing resources.

Tenants are required to pay rent at Band Finance office by cheque, cash, money order, direct deposit, or e-transfer.

Tenants who are CFN employees may have their Rent deducted from their income and forwarded to the Housing Department.

6.8 Rent Arrears

The policy at section 5.9 applies if a Rent payment is missed with the necessary terminology changes to reflect a Rent-to-Own Unit and a Rent-to-Own Agreement.. 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. If a Tenant has 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 Housing Manager to discuss their options before a potential breach of the agreement occurs.

6.9 General Duties and Responsibilities of Occupants/Tenants

Tenants of Rent-to-Own Units must comply with the duties and responsibilities set out at section 5.10 with the necessary terminology changes to reflect a Rent-to-Own Unit and a Rent-to-Own Agreement.

6.10 Maintenance

The maintenance obligations for Rent-to-Own Units are described at section 5.11 with the necessary terminology changes to reflect a Rent-to-Own Unit and a Rent-to-Own Agreement.

Once the terms of the Rent-to-Own Agreement have been satisfied by the Tenant and the Rent-to-Own Unit has been transferred to the Tenant as described in section 6.16 of this Policy, the Housing Department will no longer be responsible for any major or minor repairs and insurance to the Rent-to-Own Unit. All repairs, major and minor, will become the sole responsibility of the Homeowner.

6.11 Renovation of Rent-to-Own Units

The policy at section 5.12 of the Policy applies to Rent-to-Own Units with the necessary terminology changes made to reflect a Rent-to-Own Unit.

6.12 Insurance

The policy at section 5.13 of the Policy applies to Rent-to-Own Units.

6.13 Fires

The policy at section 5.14 of the Policy applies to Rent-to-Own Units.

6.14 Subletting a Rent-to-Own Unit

A Tenant of a Rent-to-Own Unit is not entitled to sublet their unit.

6.15 Inspections

6.15.1 Regular Inspections

Rent-to-Own Units will be inspected in accordance with policy provided at section 5.15.1 of the Policy with the necessary terminology changes to reflect a Rent-to-Own Unit and a Rent-to-Own Agreement.

6.15.2 Move-In Inspection

A Tenant of a Rent-to-Own Unit must participate in a move-in inspection of the Rent-to-Own Unit in accordance with policy explained at section 5.15.2 with the necessary terminology changes to reflect a Rent-to-Own Unit and a Rent-to-Own Agreement.

6.15.3 Move-Out Inspection

A move-out inspection of a Rent-to-Own Unit will be completed in accordance with the policy at section 5.15.3 with the necessary terminology changes to reflect a Rent-to-Own Unit and a Rent-to-Own Agreement.

6.16 Transfer of Ownership of Rent-to-Own Unit

In this section, "Purchase Price" means the total purchase price for the Rent-to-Own Unit being equivalent to the total CMHC mortgage held by CFN plus interest and services minus the CMHC subsidy.

CFN retains title to all Rent-to-Own Units until the terms of a Rent-to-Own Agreement have been satisfied for the unit. If the Tenant has met all obligations in the Rent-to-Own Agreement without assistance from the CFN, 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 Rent-to-Own Unit into his/her name if the Tenant:

- (a) is a Band Member;
- (b) has no Arrears;
- (c) is not in breach of their Rent-to-Own Agreement and/or this Policy;
- (d) agrees to sign a Residential House Purchase Agreement (Appendix 15) once the term of the Rent-to-Own Agreement have been met;
- (e) agrees to enter into a Custom Allocation Agreement (Appendix 16); and
- (f) understands and agrees to assume all the rights and responsibilities of homeownership including maintenance, repairs and insurance (fire).

The Housing Department 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 Council for a transfer of the Rent-to-Own Unit. The application must include a copy of the Tenant's statement from the Finance Department showing a zero balance and one (1) dollar payment. Council will:

- (a) transfer ownership of the Rent-to-Own Unit to the Tenant for residential purposes upon the Tenant signing a Residential House Purchase Agreement; the Tenant's ownership of the home will be evidenced by Council's issuance of a Certificate of Home Ownership (Appendix 17) to the Tenant; and
- (b) grant the tenant a Custom Allocation in the parcel of land upon which the home is situated upon the Tenant signing a Custom Allocation Agreement.

Once ownership of the Rent-to-Own Unit is transferred to a Tenant, the Homeowner will assume all the rights and responsibilities of homeownership, including maintenance, repairs, and fire insurance. See Part III regarding the responsibilities of Homeowners.

The Homeowner will also assume certain rights and responsibilities over the land pursuant to the Custom Allocation Agreement.

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

CFN retains the ownership to all Rent-to-Own Units until the mortgage for the unit is discharged in accordance with the terms of the Rent-to-Own Agreement and all payments obligations in the agreement are met.

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

To be eligible to be assigned a Rent-to-Own, 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 CFN 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 – 15 Years	25 – 10 Years
15 + Years	10 ears

If a Rent-to-Own Unit is transferred to the former Tenant's child, the child will receive credit for the years that their parent paid into the Rent-to-Own Agreement.

6.18 Death of Tenant

If a Tenant of a Rent-to-Own Unit 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 Unit to a named beneficiary, the beneficiary may apply to the Housing Department to acquire the Rent-to-Own Unit in accordance with this Policy.

If the deceased Tenant maintained a life insurance policy naming CFN as the beneficiary of the policy, the Housing Department 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 Unit, and any proceeds remaining after all the debts are satisfied will be distributed to the Tenant's estate. Council will then transfer the ownership for the Rent-to-Own Unit 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 Unit in accordance with this Policy. If the deceased Tenant had not purchased life insurance, or the life insurance lapsed, is insufficient to pay off the outstanding debts associated with the Rent-to-Own Unit, 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 Arrears or other debt related to the Rent-to-Own Unit, the Tenant's heir may still acquire the Rent-to-Own Unit by Housing Department 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 Unit.

If Tenant of a Rent-to-Own Home dies intestate (without a will), ISC 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 if 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 will be re-allocated in accordance with this Policy.

If a Tenant of a Rent-to-Own Unit 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 Unit, or the Tenant's estate is sufficient upon liquidation to satisfy such debts, Council will transfer the ownership of the Rent-to-Own Unit to the beneficiary named in the deceased Tenant's Will, or if there is no Will, ISC will appoint an executor who may assign Rent-to-Own Unit 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.

6.19 Marital Breakdown

If there is a marital breakdown in the context of a Rent-to-Own Unit before the Tenant has been transferred ownership of the unit, the determination of which party will retain possession of the Rent-to-Own Unit will be made in accordance with the policy set out at section 5.17 with the necessary terminology changes to reflect a Rent-to-Own Unit and a Rent-to-Own Agreement.

The preceding paragraph is subject to the Housing Department's determination that the Spouse who qualifies to retain the Rent-to-Own Unit by operation of section 5.17 is financially capable of making the Rent payments.

6.20 Termination of Tenancy by Tenant

A Tenant of a Rent-to-Own Unit may terminate their tenancy in accordance with the policy set out at section 5.18 with the necessary terminology changes to reflect a Rent-to-Own Unit and a Rent-to-Own Agreement.

6.21 Eviction

6.21.1 Termination of Tenancy by CFN for Breach other than Non-Payment of Rent/Arrears or for Severe Breaches

See section 6.8 for the procedure to terminate a tenancy for non-payment of rent/Arrears.

For a breach of a Rent-to-Own Agreement or this Policy that does not relate to Arrears or "severe breaches" (severe breaches explained in the next section), the Band may terminate the tenancy of a Rent-to-Own Tenant in accordance with the policy set out at section 5.19.1 with the necessary terminology changes to reflect a Rent-to-Own Unit and a Rent-to-Own Agreement.

6.21.2 Termination of Tenancy for Severe Breach

For "severe" breaches listed at section 5.19.2, the Band may terminate the tenancy of a Rent-to-Own Tenant in accordance with the policy set out at section 5.19.2 with the necessary terminology changes to reflect a Rent-to-Own Unit and a Rent-to-Own Agreement.

6.21.3 Eviction Notice

The Housing Committee's decision to evict a Tenant will be set out in an eviction notice as described at section 5.19.3 with the necessary terminology changes to reflect a Rent-to-Own Unit and a Rent-to-Own Agreement.

6.22 Abandoned Rent-to-Own Unit

The policy at section 5.20 applies to determine that a Rent-to-Own Unit is abandoned with the necessary terminology changes to reflect a Rent-to-Own Unit.

6.23 Vacating the Rent-to-Own Unit

The policy at section 5.21 applies to Rent-to-Own Units with the necessary terminology changes to reflect a Rent-to-Own Unit.

PART III – PRIVATELY-OWNED HOMES

7.0 Privately-Owned Homes

Privately-Owned Homes consist of the following:

- (a) a home that has been built by, or at the direction of, a Band Member on land that is subject to a certificate of possession or a Custom Allocation, the construction of which may be financed by a mortgage;
- (b) a home transferred to a Band Member by the Band pursuant to the terms of a Rent-to-Own Agreement;
- (c) a home purchased by a Band Member from another Band Member; or
- (d) a home inherited from a Band Member's estate on land that is subject to a certificate of possession or, if the Band has agreed to enter into a Custom Allocation Agreement with the Homeowner, land that is subject to a Custom Allocation.

In these cases, the Homeowner assumes all responsibilities for the Privately-Owned Home. The care, maintenance and upkeep of a Privately-Owned Home rests entirely on the Homeowner. With a Privately-Owned Home acquired through a Rent to Own Agreement, the Homeowner only acquires title to the home, and not the land.

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 CFN Laws, Bylaws and Policies, including the terms of this Policy. In addition, all individuals who have signed an agreement with CFN, must comply with the terms of that agreement, e.g. a Custom Allocation 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 (i.e. not complete) list of some of the key responsibilities of Homeowners:

- i. keep lot and surrounding areas clean and free of garbage, junk cars and scrap;
- ii. respect the rights and privacy of neighbours;
- iii. notify the Housing Department 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 a 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;
- v. carry insurance to
 - o include fire coverage and in relation to personal property,

- to comply with the insurance requirements specified in a Custom Allocation Agreement granted for the lot, or to comply with the requirements of another form of authorization that grants the Homeowner to use the lot;
- to obtain a broader or greater level of coverage than is provided under the policy in place with the Band.

7.2 Maintenance & Renovations

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 Housing Department 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, for complying with the insurance requirements specified in a Custom Allocation Agreement granted for the lot or to comply with the requirements of another form of authorization for the use of the lot. It is also open to a Homeowner to obtain additional insurance coverage.

CFN is not responsible for any uninsured Privately-Owned Homes.

7.4 Transferring

Members who own a Privately-Owned Home on land that is held under a certificate of possession must comply with the applicable terms of the Indian Act.

Purchasers of a Privately-Owned Home who require a mortgage should consult Part V of this Policy.

In certain circumstances, a Homeowner may be eligible to apply to transfer a Home to another Band Member. Transfers of a Privately-Owned Home acquired through a Rent-to-Own Agreement requires Council's consent, including, if the applicable lot is held under a Custom Allocation, Council's consent to enter into a Custom Allocation with the purchaser.

A Homeowner wishing to transfer a Privately-Owned 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 Privately-Owned Home.

Application & Procedure

To apply for a transfer or sale of a Privately-Owned Home, the Homeowner must submit a written request to Council stating their wish to transfer or sell and the persons who the home will be transferred.

Upon receiving a transfer or sale notice, Council will review the notice for approval. Council will use the following criteria to determine if the home can be transferred or sold.

Criteria

- (a) the Privately-Owned Home is being transferred to a Band Member;

- (b) If there is a mortgage on the home that is guaranteed by Council, the sale proceeds must be used to pay out the mortgage;
- (c) The buyer/transferee 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 a Residential House Purchase Agreement 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 insurance.

7.5 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)*.

7.6 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 Band Member's Estate and the *Family Homes on Reserves and Matrimonial Interests or Rights Act (2013)*.

7.7 Rental of Privately-Owned Homes

A Homeowner may rent out a portion or all of their Privately-Owned Home to a private tenant through a private landlord / tenant arrangement if the tenancy complies with all applicable CFN policies, bylaws and laws.

If the Homeowner wishes to rent to Band 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 Housing Department and the CFN Social Development Department. In addition, the rent charged is subject to the rental table established by ISC.

A Homeowner wishing to rent their Privately-Owned Home may consult the sample private rental agreement provided by the Province of Ontario:
<https://www.forms.ssb.gov.on.ca/mbs/ssb/forms/ssbforms.nsf/FormDetail?OpenForm&ACT=RDR&TAB=PROFILE&SRCH=&ENV=WWE&TIT=2229E&NO=047-2229E>. **Please note: This agreement is meant to be compliant with Ontario's residential tenancy laws – these laws do not apply on the Reserve. It is the responsibility of the Homeowner to seek independent legal advice over the use of this sample private rental agreement.** It is also open to a Homeowner to use the Band's Rental Agreement (Appendix 4) and have it revised to reflect the Homeowner as the landlord and to make any other necessary changes as advised by a lawyer.

The Band is not liable for any actions/ liabilities as a result of implementing this sample private rental agreement or the Band's Rental Agreement. The Band is not responsible for upkeep, repairs, maintenance, and services to the Privately-Owned Home, except as otherwise provided in this Policy. All insurance is the sole responsibility of the Homeowner and the tenant.

PART IV – RENOVATION PROGRAMS

8.0 RENOVATION PROGRAMS

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

8.1 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 Housing Department 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 repairs in one or more of the following categories:

- i. Structural
- ii. Electrical
- iii. Plumbing
- iv. Heating or
- 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 years old.

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

Loans

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

Housing Arrangements

The Housing Department 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.

8.2 Home Adaptations for Seniors Independence (HASI)

Canada Mortgage & Housing Corporation (CMHC) offers funding under the HASI program for Band Members over 65 who:

- 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;
- iii. lever handles on doors;
- iv. 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 Homeowner agrees to continue to occupy the unit for the loan forgiveness period, which is six (6) months.

To qualify, Homeowners must submit a request to the Housing Department and complete the HASI application, which will be forwarded to CMHC for approval.

PART V – HOMEOWNERSHIP

9.0 ISC SECTION 10 MINISTERIAL LOAN GUARANTEE PROGRAM

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

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

The ISC 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 CFN 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 ISC.

All applicants will be required to sign a Security & Indemnity Agreement with CFN which sets out the security the Band Member must provide in consideration of the Band guaranteeing their loan and stipulates the actions that will be taken by the Band in the event of mortgage default.

If repayment of a loan is not made, ISC will pay out the outstanding balance and then require repayment from CFN. If the mortgage is paid in full and all other requirements of the loan have been fulfilled, title to the home will be transferred to the Band Member.

9.1 Eligibility Criteria

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

- (a) be a Band Member in good financial standing with CFN, having no Arrears or outstanding historical debt owing to CFN ;
- (b) be at least eighteen (18) years of age,
- (c) have a been granted use of the land by CFN, e.g. a certificate of possession or a Custom Allocation in accordance with an applicable Allotment Policy;
- (d) contribute a minimum of 5% cash equity as down payment;
- (e) 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 ration not exceeding 40% of gross monthly income);
- (f) be able to support repayment of the loan;
- (g) understand that the home may not be transferred in the future to a non-Band Member; and
- (h) if the loan is for a renovation, agree to submit all receipts for expenditures to the Housing Department.

9.2 Pre-Approval

The Borrower is required to send a written expression of interest to the Housing Department.

Once the Housing Department has verified that the Borrower, has access to land on CFN Land, CFN will conduct 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, CFN must be satisfied that those debts have been settled or that the Borrower has negotiated a repayment plan with the CFN before the Housing Department 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, CFN may at its discretion defer the application for six months to ensure that the Borrower abides by the repayment plan.

If the Borrower is in good standing, the Housing Department will issue a Conditional Letter of Support to the financial institute stating that the CFN is prepared to guarantee the Borrower's mortgage provided they meet the lending requirements.

Only after the Borrower has received conditional support from CFN 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 CFN as the irrevocable beneficiary. If the Borrower is not eligible for life insurance, the application is declined.

Only the Band Member Borrower's name is used in the loan application, non-Band Members are not allowed on the loan application as the Band Member must qualify on their own.

9.3 Approval and Construction/Purchase/Renovation

Some of the following steps will not be applicable for a purchase of an existing home or a renovation of an existing home.

1. Identification of serviced lot and confirmation that the Borrower has authority to use the lot (e.g. a certificate of possession or Custom Allocation).
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 CFN.
3. Ministerial Loan Guarantee application submitted to ISC for approval.
4. It is recommended Borrower get a legally enforceable Will confirming his/her wish to dispose of his/her property upon his/her death. (Heir must be another CFN Band Member).
5. Borrower to provide financial institute and Housing Department 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 WSIB, and must be capable of bridge financing construction. Loan advances prior to construction beginning are prohibited
6. Borrower provides to CFN the site plan identifying the proposed location for infrastructure .
 - a. Plans from local hardware stores may also be acceptable, provided they are engineered stamped.
7. If ISC approves Ministerial Loan Guarantee application, Borrower will be advised they may proceed with finalizing the bank loan.
8. The Borrower must sign a Security & Indemnity Agreement as follows (see appendices "20" and "20"):
 - (a) if the applicant will obtain a certificate of possession associated with a home being purchased with the loan funds, the applicant must agree to transfer the certificate of possession to the Band as security immediately following the closing of the home purchase;
 - (b) if the applicant holds a certificate of possession associated with a home that will be built or renovated with the loan funds, the applicant must transfer the certificate of possession to the Band as security and enter into a Custom Allocation Agreement to govern the applicant's use and occupation of the applicable land;
 - (c) if the applicant will obtain a Certificate of Home Ownership associated with a home being purchased with the loan funds, the applicant must agree to transfer

the Certificate of Home Ownership to the Band as security immediately following the closing of the home purchase;

- (d) if the applicant holds a Certificate of Home Ownership for a home that will be renovated with the loan funds, the applicant must transfer the Certificate of Home Ownership to the Band as security;
- (e) if the applicant holds a Custom Allocation for land on which they will build a home with the loan funds, the applicant must agree that following the completion of the home, the Band will prepare and hold a Certificate of Home Ownership for the home as continued security;
- (f) the applicant acknowledge that, in the event of default on the loan, the Band may revoke the Borrower's right of use and occupation for the lot, which may include revoking an applicable Custom Allocation, and, if applicable, retaining the certificate of possession, and any improvements existing or made on the lot that are not already held by CFN will immediately vest in CFN.
- (g) upon the mortgage being discharged and all applicable fees being paid, CFN will release the Borrower from their obligations under the Security & Indemnity Agreement and will transfer the Certificate of Possession or Certificate of Home Ownership to the Borrower/ Member, as applicable; and
- (h) among other obligations, comply with various home and lot maintenance and insurance obligations.

- 9. Necessary loan documents forwarded to Council for final approval. Council issue BCR for Ministerial loan guarantee.
- 10. Contractor to provide proof of liability and/or construction insurance to CFN and financial institution.
- 11. Copy of builder's contract forwarded to CFN and financial institution and any related correspondence must be forwarded to Housing Department.
- 12. Construction begins.

For certainty, a Member who is seeking Council's loan guarantee and provides security to CFN in the form of a certificate of possession or a Certificate of Home Ownership is required to enter into a Custom Allocation Agreement to govern their use and occupation of the land that is subject to the Security & Indemnity Agreement.

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

Final inspections for building, from Health Canada and ESA (Hydro Declaration) must be provided to the Housing Department

Proof of fire insurance provided by Borrower to financial institution prior to move in date and final inspection.

10.0 MARKET BASED HOUSING PROGRAM

10.1 Orientation & APPLICANT CHECKLIST

The CFN market based housing program has been developed in conjunction with the First Nations Market Housing Fund and approved lenders. The objective of the program is to provide Band Members access to affordable and competitive mortgages and loans in order to build, purchase, renovate or refinance homes on Reserve.

PROGRAM DETAILS			
	New	Purchase	Renovate
Maximum Loan	\$300,000	\$300,000	\$5,001 to \$150,000
Maximum Amortization	25 years	25 years	20 Years
Down payment	5%	5%	0%
Life Insurance	Mandatory	Mandatory	Mandatory
Fire Insurance	Mandatory	Mandatory	Mandatory
Home Inspection	N/A	Yes	N/A
Serviced Lots only	Yes	N/A	N/A
Security & Indemnity Agreement	Yes	Yes	Yes
Debts owed to First Nation	Reviewed	Reviewed	Reviewed
Renovations	N/A	Yes, within max loan	Yes
Advisory Services Inspections	Mandatory	Mandatory	Mandatory
Construction Method	Contractor	Contractor (renos)	Contractor

In order to make the process simple and understandable, this orientation package and checklist has been developed in order to assist you with planning your build, purchase or renovation. You have already completed the first step by submitting your Market Based Housing Application for the program.

Now we will lead you to the next step and, provided you meet all the eligibility requirements, a successful completion of your application.

Stage 1 – Pre-Approved Mortgage and the Application Process

- a) CFN will conduct an internal credit check on all applicants. For Band Members in Arrears more than 30 days on any accounts, these accounts must be dealt with or an Arrears Recovery Plan must be negotiated. If Arrears are over \$5,000 (combined) or an Arrears Recovery Plan is not negotiable, the applicant is not eligible for the program.
- b) If you have satisfactory credit with CFN, defined as no account in Arrears more than 30 days, CFN will provide a Conditional Letter of Guarantee to the bank so you can apply for a pre-approved mortgage. ***This will inform the bank that CFN is in the position to guarantee your loan, provided you meet the bank's lending requirements.*** This means that you meet the following conditions:
- ✓ Good Credit
 - ✓ Good job tenure (usually minimum 2 years employment for recent college/university graduates)
 - ✓ Income to support loan
 - ✓ Current Debt Load is moderate (credit cards, car, boat, & ski doo payments)

If you can not meet all of the above, you should work with the bank to find out how you can qualify. Perhaps you have to pay down some debt or improve your credit score. Credit counselling is also an option.

- c) The final step is to provide proof of life insurance for an amount that is greater than the loan you are applying for. You can apply for this insurance when you are applying for the mortgage, or you can get it from an independent broker.
- d) If a lender allows a non-Band Member to co-apply for the loan, that non-Band Member should seek independent legal advice regarding their rights in the event of household break-up. The non-Band-Member applicant must sign a declaration that they fully understand the ramifications as it applies to home ownership on reserve and their rights.

Stage 2 – Approval & Construction/ Renovation/ Purchase / Refinance

If you have met all three of the above prequalification criteria, congratulations you are now approved to proceed with your construction/Renovations/Purchase/ Refinance Programs specifics and further details will be provided, once you application is approved. **For Refinancing details please enquire at the housing office.**

10.2 New Construction

The market based housing program is designed to provide affordable mortgages for *qualified* Band Members who wish to purchase, renovate, construct or refinance a home.

For the purpose of this policy, new Construction is defined as the construction of a new home on an existing serviced lot.

Program Details

Maximum Loan	\$300,000
Maximum Amortization	25 years
Down payment	5% down (cash only no sweat equity)
Life Insurance	Mandatory
Fire Insurance	Mandatory
Lots	Serviced Lots only (water, hydro and/or adequate services)
Total Debt Services Ratio	Not to exceed 40%
Debts owed to First Nation programs).	To be addressed if Band Member is in Arrears (all
Construction method	General Contractor only.
Hold back on Construction	10%
Security & Indemnity Agreement	The Band Member must hold a Custom Allocation or a certificate of possession for the applicable land. If the Band Member holds a Custom Allocation, they must sign a Security & Indemnity Agreement (see Appendix 18 and 19) in favour of CFN that provides that upon completion of the construction of the home, CFN will prepare and hold the Certificate of Home Ownership for the home as security for the Loan Guarantee, and, in the case of default, enables CFN to retain the Certificate of Home Ownership (i.e. legal ownership of the home), cancel or revoke the Custom Allocation and provides that all improvements on the lands will vest in CFN. If the Band Member holds a certificate of possession, they must sign a Security & Indemnity Agreement in favour of CFN that transfers the certificate of possession to CFN as security for Council's loan guarantee and, in the case of default, enables CFN to retain the certificate of possession and provides that all improvements on the lands will vest in CFN. Upon full repayment of the home mortgage, CFN will release the Band Member from any obligations in the Security & Indemnity Agreement and transfer the Certificate of Home Ownership or the certificate of possession, as applicable, to the Band Member. The Band Member is required to enter into a Custom Allocation Agreement with CFN which

will govern the Band Member's use of the land during the term of the Security & Indemnity Agreement.

STAGE 1 – Pre-Qualification

- 1) A Market Based Housing Application is sent by the Band Member to CFN Housing. An orientation package is sent to Band Member detailing the eligibility requirements.
- 2) Applicant must consent to signing a Security & Indemnity Agreement (explained below).
- 3) CFN conducts internal credit check to ensure there are no accounts in Arrears or other debts that are outstanding. **Outstanding accounts for the purpose of this process are accounts that are in default more than 30 days.** If the Band Member is in good standing, a Conditional Letter of Support (Appendix 1) will be issued to the financial institute stating that CFN is prepared to guarantee the Band Member's mortgage provided they meet the lending requirements.
 - a. If the Band Member has an outstanding account, a settlement of these debts or a repayment plan (Arrears Recovery Agreement) must be negotiated prior to the issuance of a Conditional Letter of Support.
 - b. If accounts are over \$5,000 (combined) or the Band Member refuses, the application is declined and no further action is taken on the file.
 - c. If repayment plan is initiated CFN may at its discretion defer the application for a period of six months to ensure that the Band Member abides by the repayment plan.
- 4) Only after the Band Member has received conditional support from CFN can the member apply for a pre-approved mortgage. The Band Member will be required to submit pay stubs, photo Id, and information regarding overall debt load to the bank.
 - a. Total Debt Servicing (TDS) ratio not to exceed 40%.
 - b. Gross up factor on income earned on-reserve will be applied.
 - c. Band Member must have satisfactory credit.
 - d. Band Member must have good job tenure (2 years for recent college graduate)
 - e. Band Member must demonstrate they have sufficient equity of 5%.

If Band Member is unable to meet the minimum credit standards of the bank, the application is declined and no further action is taken.
- 5) Band Member required to obtain and maintain life insurance in an amount sufficient to cover loan balance. Insurance can be obtained from financial institution where they are financing the mortgage or from an independent broker.
- 6) If a household includes a non-Band-member applicant whose income is being used to qualify for a loan, that non-Band Member should seek independent legal advice regarding their right to claim in the event of household break-up. The non-Band-member applicant must sign a declaration that they fully understand the ramifications as it applies to home ownership on reserve and their rights.

STAGE 2 – Approval & Construction

- 1) Confirmation of a serviced lot. A title search will be conducted to ensure that the lot is unencumbered. Confirmation of a Custom Allocation or certificate of possession held by the applicant or a conditional approval of a Custom Allocation to the applicant (housing lot allocation).
- 2) Applicant enters into a Security & Indemnity Agreement with CFN:
 - a. Security & Indemnity Agreement term will not be less than the amortization of the home loan, and will identify clauses if default of home loan occurs;
 - b. Applicant must sign Schedule "B" of the Agreement agreeing that, upon completion of the home construction, CFN will prepare and retain a Certificate of Home Ownership for the home as continued security for the loan guarantee. Or, if the land is subject to a certificate of possession, the Applicant must authorize the transfer of the certificate of possession to CFN.
 - c. If the Applicant is transferring their certificate of possession to CFN as security, the Band Member is required to enter into a Custom Allocation Agreement with CFN which will govern the Applicant's use of the land during the term of the Security & Indemnity Agreement.
- 3) If the Band Member/applicant has met all conditions, the Tenant Relations Officer or other designated authority will confirm to the Lender that the Band Member has met all the pre-established conditions for approval of a loan guarantee and
- 4) Band Member to submit two sets of plans, one for CFN and one to be forwarded to the financial institution. Any modifications recommended by the technical review must be implemented.
 - a. As a minimum, engineered / OBC plans will only be accepted and must be approved by appropriate agency (Health Canada for Septics). In addition, site plan to be provided.
 - b. Plans from local hardware stores may also acceptable, provided they are engineered stamped.
 - c. Plans to be reviewed by Pwi-Di-Goo-Zing-Ne-Yaa-Zhing Advisory Services to ensure they meet, as a minimum, NBC.
- 5) For Modular/trailers/prefabricated construction, units must meet the following minimum standards before guarantee is issued:
 - a. CSA.
- 6) Band Members get quotes from contractors and as a minimum the contractors must demonstrate that they have liability insurance, \$1.0 million, and provide proof of WSIB coverage to CFN. In addition, contractor must be capable of bridge financing construction, as **advances prior to construction are prohibited (with the exception of pre-fab homes)**.
- 7) Contractor responsible for installing services, water and septic, to the lot line and must be included in the cost of construction.
- 8) Fees for hydro and gas hook-ups are the responsibility of the Band Member.
- 9) Final quote along with verification of equity must be forwarded to financial institution for final approval. Must be below pre-approved loan amount.
- 10) Loan document forwarded to Council for final approval. Council issue BCR for loan guarantee. (Appendix 2)

- 11) Credit Enhancement Certificate is issued by the First Nations Market Housing Fund confirming its backing of the loan.
- 12) Contractor to provide proof of construction insurance (Builders Risk) to CFN and financial institution.
- 13) Copy of builder's contract forwarded to CFN and any related correspondence must be forwarded to CFN.
- 14) **Construction begins.**
- 15) Pwi-Di-Goo-Zing-Ne-Yaa-Zhing Advisory Services responsible for progress and compliance inspections. The maximum number of progress advances is six (6). Pictures to be included in the advance documentation.
- 16) Health Canada to inspect septic systems and issue certificate, copy to be provided to CFN.
- 17) Equity (5%) must be drawn down first prior to the first loan advance being processed.
- 18) Holdback of 5% for 45 days will be required and enforced by the lender. General contractor to sign Statutory Declaration stating all subs have been paid.
- 19) Proof of fire insurance provided by Band Member to financial institution prior to move in date.
- 20) If a Certificate of Home Ownership is the Band Member's security for Council's loan guarantee, CFN will prepare a Certificate of Home Ownership for the home and hold the certificate as continuing security.

10.3 Purchase An Existing Home

The market based housing program is designed to provide affordable mortgages for *qualified* Band Members who wish to purchase, renovate, construct or refinance a home.

Purchase of an existing home on First Nation either from another band member or the First Nation.

Program Details

Maximum Loan	\$300,000
Maximum Amortization	25 years
Down payment	5% down (cash only no sweat equity)
Life Insurance	Mandatory
Fire Insurance	Mandatory
Home Inspection	Mandatory
Appraisal	Replacement Cost
Total Debt Services Ratio	Not to exceed 40%
Debts owed to First Nation	To be addressed if in arrears
Renovations	Can be included with Purchase price along as within max loan.
Hold Back/Construction method	10% - General Contractor renovations
Security & Indemnity Agreement	The Band Member must sign a Security & Indemnity Agreement in favour of CFN and consent to transfer to CFN the Certificate of Home Ownership for the home, of which transfer will be formalized upon completion of the purchase. If the seller holds a certificate of possession, the Band Member (buyer) must also consent to transfer to CFN the Certificate of Possession for the home. If the seller holds a Custom Allocation for the land (instead of a certificate of possession), upon completion of the home purchase, CFN will revoke or cancel the seller's Custom Allocation. In all cases, regardless of the security given by the Band Member (buyer), the Band Member (buyer) must enter into a Custom Allocation Agreement with CFN which will govern the Band Member's use of the land during the term of the Security & Indemnity Agreement. In the case of default, the Security & Indemnity Agreement will enable CFN to cancel or revoke the Custom Allocation and to retain the Certificate of Home Ownership (i.e. legal ownership) for the home, including all improvements made to the home with the loan proceeds. If a certificate of possession is used as security, default of

the Security & Indemnity Agreement will enable CFN to retain the certificate of possession and take possession of the home and all improvements. Upon full repayment of the home mortgage, CFN will release the Band Member from any obligations in the Security & Indemnity Agreement and transfer the Certificate of Home Ownership back to the Band Member, or the certificate of possession, as applicable.

STAGE 1 – Pre-Qualification

- 1) A Market Based Housing Application is sent by the Band Member to CFN Housing. An orientation package is sent to Band Member detailing the eligibility requirements.
- 2) Applicant must consent to signing a Security & Indemnity Agreement (explained below).
- 3) Ensure seller owns home and verification of no encumbrances.
- 4) CFN conducts internal credit check to ensure there are no accounts in Arrears or other debts that are outstanding. **Outstanding accounts for the purpose of this process are accounts that are in default more than 30 days.** If the Band Member is in good standing, a Conditional Letter of Support will be issued to the financial institute stating that CFN is prepared to guarantee this individual's mortgage provided they meet the lending requirements.
 - a. If the Band Member has an outstanding account, a settlement of these debts or a repayment plan must be negotiated prior to the issuance of a Conditional Letter of Support.
 - b. If accounts are too high or the Band Member refuses, the application is declined and no further action is taken on the file.
If repayment plan is initiated CFN may at its discretion defer the application for a period of six months to ensure that the Band Member abides by the repayment plan.
- 5) CFN to confirm if land is subject to a certificate of possession or Custom Allocation and if the seller holds a Certificate of Home Ownership and note the steps required to transfer, issue, cancel/revoke the applicable instruments to give effect to the purchase and sale.
- 6) Only after the Band Member has received conditional support from CFN can the member apply for a pre-approved mortgage. The Band Member will be required to submit pay stubs, photo Id, and information regarding overall debt load to the bank.
 - a. Total Debt Servicing (TDS) ratio not to exceed 40%.
 - b. Gross up factor on income earned on-reserve will be applied.
 - c. Band Member must have satisfactory credit.
 - d. Band Member must have good job tenure (2 years for recent college grads)
 - e. Band Member must demonstrate they have sufficient equity of 5%.

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

- 7) The Band Member is required to obtain and maintain life insurance in an amount sufficient to cover loan balance. Insurance can be obtained from financial institution where they are financing the mortgage or from an independent broker.
- 8) If a household includes a non-Band Member applicant whose income is being used to qualify for a loan, that non-Band Member should seek independent legal advice regarding their right to claim in the event of household break-up. The non-Band-Member applicant must sign a declaration that they fully understand the ramifications as it applies to home ownership on reserve and their rights.

STAGE 2 – Approval & Acquisition

- 9) If private sale, CFN is not part of the negotiation process. However, CFN, as guarantor, must be satisfied with the value of the home as demonstrated the Replacement Value of the home less the depreciation home based on age and home inspection to be conducted by an independent home inspector. This shall also apply if CFN is the seller.
 - a. Replacement value less depreciation determines value and whether selling price is reasonable.
 - b. Home inspection determines any serious deficiencies that may impair the value of the home and will need to be rectified to complete the sale. The cost to address these deficiencies can be paid for by the seller prior to sale as a condition, or can be deducted off the sale price and corrected after the sale and incorporated into the mortgage (provided loan does not exceed maximum).
 - c. Band Member is required to hire an inspector and submit a copy of the report to CFN.
- 10) Sales agreement finalized and forwarded to CFN.
- 11) Renovations are allowed and can be incorporated into the mortgage, provided the maximum loan is not exceeded. The same conditions applied to renovations of an existing home will be applied to renovations of a purchased home. (Reviewed by Advisory Services).
- 12) Applicant enters into a Security & Indemnity Agreement with CFN:
 - a. Security & Indemnity Agreement term will not be less than the amortization of the home loan, and will identify clauses if default of home loan occurs;
 - b. Applicant must sign Schedule "B" of the Agreement transferring the right of ownership to the home to CFN as security for the loan guarantee (the Certificate of Homeownership). Or, if the land is subject to a certificate of possession, the Applicant must authorize the transfer of the certificate of possession to CFN. CFN will not formalize either form of transfer until the purchase has been completed when the applicant has legal ownership of the home, or land, as applicable.
 - c. If the Applicant is transferring a certificate of possession to CFN as security, the Applicant must enter into a Custom Allocation Agreement with CFN which will

govern the Applicant's use of the land during the term of the Security & Indemnity Agreement.

- 13) Tenant Relations Officer or other designated authority will confirm to the Lender that the Band Member has met all the pre-established conditions for approval of a loan guarantee and applicant has signed a Security & Indemnity Agreement.
- 14) Final sale agreement and estimate for renovations, if required, along with verification of equity must be forwarded to financial institution for final approval. Must be below pre-approved loan amount.
- 15) Loan document forwarded to Council for final approval. Council issue BCR for loan guarantee. (Template attached)
- 16) Credit Enhancement Certificate is issued by the First Nations Market Housing Fund confirming its backing of the loan.
- 17) **Confirmation Buyer has Fire Insurance sent to financial institute and CFN.**
- 18) **No transfer of funds until CFN has received confirmation that Security & Indemnity Agreement has been signed.**

10.4 Renovations

The market based housing program is designed to provide affordable mortgages to *qualified* Band Members who wish to purchase, renovate, construct or refinance a home.

For the purpose of this policy, renovations refer to any improvements and modifications to an existing home that does not increase the liveable area.

Program Details

Maximum Loan	\$5,001 - \$150,000
Maximum Amortization	20 years
Life Insurance	Mandatory
Fire Insurance	Mandatory
Total Debt Services Ratio	Not to exceed 40%
Debts owed to First Nation	To be addressed if Band Member is in arrears
Construction method	General Contractor/Do-it-yourself for certain items/Subs

Security & Indemnity Agreement	<p>The Band Member must hold a Certificate of Home Ownership in the home and a Custom Allocation or a certificate of possession in the applicable land, and will sign a Security & Indemnity Agreement in favour of CFN that will require transferring the Certificate of Home Ownership or the certificate of possession to CFN. If the Band Member transfers their certificate of possession to CFN, the Band Member must enter into a Custom Allocation Agreement with CFN which will govern the Band Member's use of the land during the term of the Security & Indemnity Agreement.</p> <p>In the case of default, the Security & Indemnity Agreement will enable CFN to cancel or revoke the Custom Allocation and to retain the Certificate of Home Ownership (i.e. legal ownership) for the home, including all improvements made to the home with the loan proceeds. If a certificate of possession is used as security, a default event will enable CFN to retain the certificate of possession and take possession of the home and all improvements. Upon full repayment of the home mortgage, CFN will release the Band Member from any obligations in the Security & Indemnity Agreement and transfer the Certificate of Home Ownership back to the Band Member, or the certificate of possession, as applicable.</p>
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STAGE 1 – Pre-Qualification

- 1) A Market Based Housing Application is sent by the Band Member to CFN Housing. An orientation package is sent to Band Member detailing the eligibility requirements.
- 2) Applicant must consent to signing a Security & Indemnity Agreement (explained below).
- 3) Confirmation that the Band Member owns home (evidenced by a Certificate of Home Ownership; if the Band Member does not have a Certificate of Home Ownership, CFN can issue this instrument to a Band Member that can demonstrate legal ownership of the home).
- 4) CFN conducts internal credit check to ensure there are no accounts are in arrears or other debts that are outstanding. **Outstanding accounts for the purpose of this process are accounts that are in default more than 30 days.** If the Band Member is in good standing a Conditional Letter of Support will be issued to the financial institute stating that CFN is prepared to guarantee this individual's mortgage provided they meet the lending requirements.
 - a. If the Band Member has an outstanding account, a settlement of these debts or a repayment plan must be negotiated prior to the issuance of a Conditional Letter of Support.
 - b. If accounts are too high or the Band Member refuses, the application is declined and no further action is taken on the file.
 - c. If repayment plan is initiated CFN may at its discretion defer the application for a period of six months to ensure that the Band Member abides by the repayment plan.
- 5) The Band Member to submit quotes and a general description of renovations, which will be reviewed by Advisory Services for the following:
 - a. To ensure work is compliant with, as a minimum, NBC and construction standards.
 - b. Provide a professional opinion on whether work can be done by Band Member.
 - c. Determine which work **MUST** be done by Trades (i.e. structural, electrical, plumbing, HVAC) which will be communicated to member by CFN.
- 6) Only after the Band Member has received conditional support from CFN can the member apply for a pre-approved mortgage. The Band Member will be required to submit pay stubs, photo Id, and information regarding overall debt load to the bank.
 - a. Total Debt Servicing (TDS) ratio not to exceed 40%.
 - b. Gross up factor on income earned on-reserve will be applied.
 - c. Band Member must have satisfactory credit.
 - d. Band Member must have good job tenure.

If the Band Member is unable to meet the minimum credit standards of the bank, the application is declined and no further action is taken.
- 7) The Band Member is required to obtain and maintain life insurance in an amount sufficient to cover loan balance. Insurance can be obtained from financial institution where they are financing the mortgage or from an independent broker.
- 8) If a household includes a non-Band Member applicant whose income is being used to qualify for a loan, that non-Band Member should seek independent legal advice

regarding their right to claim in the event of household break-up. The non-Band Member applicant must sign a declaration that they fully understand the ramifications as it applies to home ownership on reserve and their rights.

STAGE 2 – Approval & Construction

- 9) Applicant enters into a Security & Indemnity Agreement with CFN:
 - a. Security & Indemnity Agreement term will not be less than the amortization of the home loan, and will identify clauses if default of home loan occurs;
 - b. Applicant must sign Schedule “B” of the Agreement transferring the right of ownership to the home to CFN as security for the loan guarantee (the Certificate of Homeownership). Or, if the land is subject to a certificate of possession, the Applicant must authorize the transfer of the certificate of possession to CFN.
 - c. If the Applicant is transferring a certificate of possession to CFN as security, the Application must enter into a Custom Allocation Agreement with CFN which will govern the Applicant's use of the land during the term of the Security & Indemnity Agreement.
- 10) If Band Member/applicant meets all the pre-qualification criteria, Tenant Relations Officer or other designated authority will confirm to the Lender that the Band Member has met all the pre-established conditions for approval of a loan guarantee.
- 11) The Band Member gets quotes from contractors and as a minimum the contractors must demonstrate that they have liability insurance, \$1.5 million, and provide proof of WSIB coverage to CFN. In addition, contractor must be capable of bridge financing construction, as advances prior to construction are prohibited.
- 2) Final quotes, for contractor and building supplies must be forwarded to financial institution for final approval. Must be below pre-approved loan amount.
- 3) Proof of fire insurance provided by the Band Member to financial institution.
- 4) Loan document forwarded to Council for final approval. Council issue BCR for loan guarantee.
- 5) Credit Enhancement Certificate is issued by the First Nations Market Housing Fund confirming its backing of the loan.
- 6) Contractor to provide proof of construction insurance to CFN and financial institution.
- 7) **Renovations begin.**
- 8) Pwi-Di-Goo-Zing-Ne-Yaa-Zhing Advisory Services responsible for progress and compliance inspections. The maximum numbers of inspections are two; one at 50% complete and the final inspection. Pictures to be included in the advance documentation. Advances could also be processed by the submission of invoices by Band Member to the financial institution.
- 9) Holdback of 5% for 45 days will be required and enforced by the lender for work done by general contractor. General contractor to sign Statutory Declaration stating all subs have been paid.

stating that CFN is prepared to guarantee this individual's mortgage provided they meet the lending requirements.

- a. If the Band Member has an outstanding account, a settlement of these debts or a repayment plan must be negotiated prior to the issuance of a Conditional Letter of Support.
 - b. If accounts are too high or the Band Member refuses, the application is declined and no further action is taken on the file.
 - c. If repayment plan is initiated CFN may at its discretion defer the application for a period of six months to ensure that the Band Member abides by the repayment plan.
- 6) Band Member to submit quotes and a general description of renovations , which will be reviewed by Advisory Services for the following:
 - a. To ensure work is compliant with, as a minimum, NBC and construction standards.
 - b. Provide a professional opinion on whether work can be done by the Band Member.
 - c. Determine which work **MUST** be done by General Contractor (I.e. structural, electrical, plumbing, HVAC) which will be communicated to CFN.
- 7) Only after the Band Member has received conditional support from CFN can the member apply for a pre-approved mortgage. The Band Member will be required to submit pay stubs, photo Id, and information regarding overall debt load to the bank.
 - a. Total Debt Servicing (TDS) ratio not to exceed 40%.
 - b. Gross up factor on income earned on-reserve will be applied.
 - c. The Band Member must have satisfactory credit.
 - d. The Band Member must have good job tenure.
 - e. The Band Member must demonstrate they have sufficient equity of 5% for renovations.

If the Band Member is unable to meet the minimum credit standards of the bank, the application is declined and no further action is taken.
- 8) Band Member required to obtain and maintain life insurance in an amount sufficient to cover loan balance. Insurance can be obtained from financial institution where they are financing the mortgage or from an independent broker.
- 9) Where a household includes a non-Band-member applicant whose income is being used to qualify for a loan, that non-Band Member must seek independent legal advice regarding their right to claim in the event of household break-up. The non-Band-member applicant must sign a declaration that they fully understand the ramifications as it applies to home ownership on reserve and their rights.

STAGE 2 – Approval & Renovation

- 12) Applicant enters into a Security & Indemnity Agreement with CFN:
 - a. Security & Indemnity Agreement term will not be less than the amortization of the home loan, and will identify clauses if default of home loan occurs;
 - b. Applicant must sign Schedule “B” of the Agreement transferring the right of ownership to the home to CFN as security for the loan guarantee (the Certificate of Homeownership). Or, if the land is subject to a certificate of possession, the Applicant must authorize the transfer of the certificate of possession to CFN.
 - c. If the Applicant transfers their certificate of possession to CFN as security, the Applicant must enter into a Custom Allocation Agreement with CFN which will govern the Applicant’s use of the land during the term of the Security & Indemnity Agreement.
- 10) Provided the Band Member meets all the pre-qualification criteria, and confirmation that the Band Member signed the Security & Indemnity Agreement until the loan is fully amortized, the loan guarantee will be forwarded to Council for approval.
- 11) Tenant Relations Officer or other designated authority will confirm to the Lender that the Band Member has met all the pre-established conditions for approval of a loan guarantee.
- 12) The Band Member gets quotes from contractors and as a minimum the contractors must demonstrate that they have liability insurance, \$1.5 million, and provide proof of WSIB coverage to CFN. In addition, contractor must capable of bridge financing construction, **as advances prior to construction are prohibited.**
- 13) Final quotes, for contractor and building supplies, along with verification of equity must be forwarded to financial institution for final approval. Must be below pre-approved loan amount.
- 14) Proof of fire insurance provided by Band Member to financial institution.
- 15) Loan document forwarded to Council for final approval. Council issue BCR for loan guarantee.
- 16) If the existing mortgage is a Ministerial Guarantee, the CFN will be required to issue a second BCR rescinding this guarantee. This ensures that there are not two guarantees on the same loan.
- 17) Credit Enhancement Certificate is issued by the First Nations Market Housing Fund confirming its backing of the loan.
- 18) Contractor to provide proof of construction insurance to CFN and financial institution.
- 19) **Renovations begin.**
- 20) Pwi-Di-Goo-Zing-Ne-Yaa-Zhing Advisory Services responsible for progress and compliance inspections. The maximum numbers of inspections are two; one at 50% complete and the final inspection. Pictures to be included in the advance documentation. Advances could also be processed by the submission of invoices by the Band Member to the financial institution.

10.6 Default/ Eviction

CFN Market Housing Fund Loans (FNMHF)

These provisions do not limit CFN's remedies set out in a Security & Indemnity Agreement regarding a Borrower's loan default.

- a) Lender complies with requirements of the CFN Market Housing Fund program – advises Borrower and CFN of the arrears, demands repayment and reinstatement;
- b) If default is not remedied within 120 days (or any other time period set out in the loan agreement related to a default), the lender submits claim to CFN.
- c) CFN may enforce the Security & Indemnity Agreement due to breach and enforce default procedures;
- d) CFN may begin eviction process.

In the event of a mortgage default, CFN can also negotiate to take over the mortgage prior to a claim being filed by the lender.

- a) Eviction procedures can begin if adequate arrangement cannot be made with Homeowner;
- b) Home and lot can be transferred into the CFN's rental portfolio and the existing homeowners become tenants, or new tenants are selected;
- c) The home and lot can also be put for sale for balance of the mortgage.

PART VI – OTHER

11.0 COMPLAINTS

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

12.0 APPEALS

Tenants, Homeowners and Band Members may appeal a decision made under this Policy, including decisions of the Housing Department and the Housing Committee.

12.1 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) The member questions the decision as unfair, unjust or unreasonable.

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

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

If the matter remains unresolved, within seven business days of the first meeting, a second meeting must take place between the Band Member, the Housing Manager and a member of the Housing Committee.

If the matter is unresolved within seven business days of the second meeting, the Band Member may submit a Notice of Appeal to Band Manager. The Notice of Appeal must be in writing and contain the member's name and address, and state in general terms the nature of the decision, reasons for the appeal, and the remedial action sought by the member.

The Housing Manager and/or Housing Committee must provide the rationale for the decision, including how it complies with the Housing Policy, in writing to Council within three business days.

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 the matter in an unfair, unreasonable or unjust way.

After reviewing appeal, the Council will deliberate in a closed session and will reach a decision.

Within three business days of the decision Council will provide written reasons for its decision to the Band Member. All appeal decisions of Council are final.

13.0 AMENDMENTS TO THE HOUSING POLICY

The Housing Manager will present proposed amendments to this Policy to Council for approval. Approved amendments will be posted at the CFN administration office and on the CFN 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.

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

This Policy, including amendments, will be available to Band Members at the CFN band office and housing office. If an amendment impacts a Tenant, the Housing Manager will notify the Tenant in writing within 30 days of approving the Policy amendment. If the Policy amendment relates to an increase in Rent, the Housing Manager must provide the Tenant with at least a 90-day prior written notice of the rent increase.

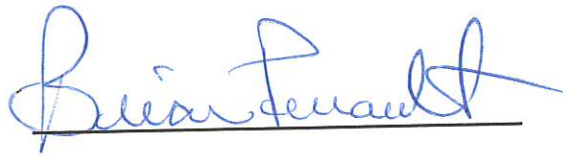
If a conflict arises between the current Housing Policy and an earlier edition of the housing policy, the most recent housing policy will prevail.

CFN

Housing Policy Approval

Coming into Force

This Housing Policy, including all appendices, dated **November 1, 2022** was reviewed and accepted by the Council at a meeting held on Nov. 21/22.



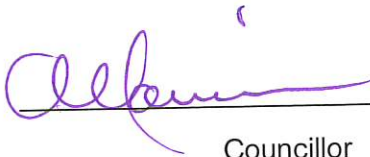
Chief



Councillor



Councillor



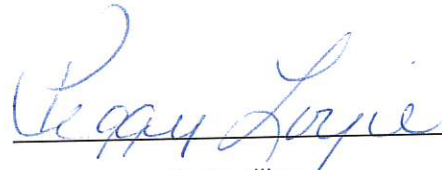
Councillor



Councillor



Councillor



Councillor

APPENDIX 1 - OATH OF CONFIDENTIALITY AGREEMENT

Oath of Confidentiality Agreement Housing Committee Member

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

1. For the term of my appointment:
 - a. I will respect the integrity of my fellow Housing Committee Members in any decision-making process;
 - b. I will 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 CFN Council and will not disclose confidential information to any 3rd party unless disclosure is required by law or a term of the CFN Housing Policy;
 - c. I will act on behalf of those who have appointed me, and will serve the community to the best of my ability;
 - d. I will fulfill my duties to the best of my ability and will carry out my duties in a diligent and timely manner;
 - e. I have read the CFN Housing Policy and understand my duties and obligations of the Housing Committee and Housing Committee members.

Housing Committee Member Signature

Date

Housing Manager

Date

APPENDIX 2 – HOUSING APPLICATION

3228 RMB 2027, RR#2
Fort Frances, Ontario P9A 3M3
6458

Phone 807-274-

Fax 807-274-

Housing Application

-Confidential-

This application must be completed in full. Incomplete Applications will not be reviewed.

Reminder: This application will only be considered valid within the fiscal year it was submitted or renewed (fiscal year: April 1st to March 31st). To remain a valid application, you must visit the Housing Department to renew this application within the first week of April following the signing of the application. Failure to renew the application with the Housing Department will result in your application being removed from the Waiting List. If you cannot attend at the Housing Department in the first week of April, you must contact the Housing Department by the deadline to make arrangements to renew this application.

Mail or Deliver the completed application to the address above.

Applicant					
(First Name)		(Middle Name)		(Surname)	
Band#:	Date of Birth:		Age:		
Co-Applicant					
(First Name)		(Middle Name)		(Surname)	
Band#:	Date of Birth:		Age:		
Name of Child/ren or other family who will reside in the home full time:	Date of Birth	Age	M/F	Band #	Verified (office use only)

MAILING ADDRESS:

Street/P.O. Box:			
City/Town/First Nation: Postal Code:		Province:	
Telephone:	Home:	Work:	Message: Fax:

CURRENT LIVING SITUATION:

Indicate the type of Accommodation currently living in: <input type="checkbox"/> Renting off reserve <input type="checkbox"/> Renting from Couchiching F.N. <input type="checkbox"/> Boarding Situation <input type="checkbox"/> Shared House/Apartment <input type="checkbox"/> Other, i.e., exceeding National Occupancy Standards, Explain:			
CURRENT LANDLORD'S NAME:		PHONE NUMBER:	
Do you have a current account with Utility Companies? Gas		YES	NO Hydro
Please check were applicable Single Married Common-Law How Long?			
Do you have any physical disabilities that we need to be aware of? Please Indicate:		YES	NO

REFERENCES

PREVIOUS ADDRESSES					
LIST (2) LANDLORD REFERENCES, AND ONE FINANCIAL REFERENCE					
ADDRESS	LENGTH OF TIME AT	THE ADDRESS	LANDLORDS NAME:	PHONE #:	VERIFIED (OFFICE USE ONLY)
	DATE FROM	DATE TO	FINANCIAL REF:	PHONE #:	
#1					
#2					
#3					

HOUSEHOLD INCOME (Please provide income verification with application)		
APPLICANT'S PRESENT EMPLOYER:		PHONE NUMBER:
LENGTH OF EMPLOYMENT: INCOME:	MONTHLY INCOME:	ANNUAL

CO-APPLICANT'S PRESENT EMPLOYER:		PHONE NUMBER:
LENGTH OF EMPLOYMENT:	MONTHLY INCOME:	ANNUAL INCOME:
PROVIDE DETAILS OF REGULAR INCOME RECEIVED BY ANY OTHER ADULT WHO WILL BE LIVING IN THE HOME FULL TIME		
NAME OF PROPOSED OCCUPANT:		
PRESENT EMPLOYER:		PHONE NUMBER:
LENGTH OF EMPLOYMENT:	MONTHLY INCOME:	ANNUAL INCOME:

MUNICIPAL WELFARE, PROVINCIAL BENEFITS OR OTHER SOURCE OF INCOME	
NAME OF WORKER:	PHONE NUMBER:
SOURCE OF INCOME (CHECK ONE):	MONTHLY ENTITLEMENTS:
<input type="checkbox"/> GWA <input type="checkbox"/> DISABILITY <input type="checkbox"/> WCB <input type="checkbox"/> PENSION <input type="checkbox"/> UIC <input type="checkbox"/> OTHER EXPLAIN:	

DECLARATION:			
<ul style="list-style-type: none"> By signing below, I/We declare that all the information contained in this application is complete and accurate in every aspect. I/We understand that completion of this application does not guarantee that CFN will provide rental accommodations under the CFN Housing Program I/We have read and understand that I will have to sign a Tenancy Agreement that will govern my use of rental housing. I/We fully understand that the Band's Housing Policy applies to all CFN rental housing, tenants and their guests. I/We further authorize an investigation of my/our credit and employment history. I/We understand that if my/our account becomes delinquent, CFN may take all available remedies to recovery the funds owing, which may affect my credit rating. 			
Signature of Band Member Applicant:	Date:	Signature of Housing Manager:	Date:
Signature of Co-Applicant:	Date:	Signature of Housing Manager:	Date:

This application is only valid for the fiscal year in which it was submitted. You must renew this application with the Housing Department within the first week of April of each year you wish to remain on the housing Waiting List.

FOR OFFICE USE ONLY:			
PARTICULARS	YES	NO	COMMENTS:
Monies owed to the Band			Particulars: Amount: \$
Past Rental Arrears and/or Lateness			When: Times Late:
Rental Reference Check completed			
Financial Reference Check completed			
ADMINISTRATION		Date Application submitted:	

CFN HOUSING COMMITTEE	Date Application Reviewed:
Decision:	

APPENDIX 3 - SELECTION CRITERIA FOR RENTAL HOUSING

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 not a Band Member; b) The applicant is under the age of 18 (with the exception of a 16 or 17 yr old who can show he or she has withdrawn from parental control); c) The application is incomplete; d) Application is over the one year old and has not been updated as required under the Housing Policy; d) For a Rent-to-Own Unit application, the applicant cannot afford the unit and all personal expenses. As a guide, the applicant's monthly income should be at least 3 X the monthly Rent; f) The applicant owes money to CFN; g) The applicant has been evicted from Band-Administered Housing within a timeframe that s/he remains barred from re-applying for Band-Administered Housing (i.e. five years from date of eviction) h) Will not 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 had an active application on file a) Updated application only (must be updated every fiscal year)... Up to max 5 years	1 point for every year up to 5 years	
3	Family Structure a) For each applicant's full time child/dependent under the age of 18. b) Applicant is a single parent with dependents. c) Dependent(s) are Band Members – point for each dependent Band 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).	1 point 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 4 – RENTAL AGREEMENT

Rental Agreement

This Residential Tenancy Agreement is made on _____, 20__ (the "Agreement")

BETWEEN:

Couchiching First Nation

(the "Landlord")

AND:

(the "Tenant")

Being collectively the parties (the "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 FIRST NATION HOUSING POLICY

- a) The Landlord administers its rental housing program pursuant to the Couchiching First Nation ("CFN") 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.
- b) Unless explicitly provided in this Agreement, in the event of any inconsistency between this Agreement and the Housing Policy, this Agreement prevails.

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#: _____

(the "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 5b) , any change or addition to this Agreement must be agreed to in writing by the Parties and appended to this Agreement.
- b) Despite 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 if the increase is done in accordance with sections 8(e) through (g);
- ii) a withdrawal of, or a restriction on, a service in accordance with section 8 (j);
- iii) eviction for cause;
- iv) access and inspection for purposes of health and safety;
- v) access for purposes of asset protection and maintenance; and
- vi) any change required by order of a lawful decision-making body, an administrative tribunal or a court.

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 22 or more days):

Name	Member #	Birth Date	Sex

(collectively, the "Authorized Occupants")

- b) The Rental Unit must not have more than _____ Authorized Occupants.
- c) Despite paragraph d), the Tenant must notify the Landlord if an Authorized Occupant under the age of 18 yrs no longer permanently resides in the Rental Unit.
- d) 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.

- e) The Landlord must not unreasonably prevent the Tenant from having guests in the Rental Unit.
- f) The Tenant may permit visitors to stay at the Rental Unit for up to 21 days in a calendar year, whether consecutive days or not.
- g) The Tenant is 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 will 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) If the Tenant is in compliance with the terms and conditions of this Agreement and the Housing Policy at the end of the Term, the Tenant must renew this Agreement before the end of the Term. Failure to renew a Rental Agreement will result in the Tenant being evicted.
- c) 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.
- d) The Landlord may terminate this Agreement for cause at any time in accordance with section 13 (Eviction) of this Agreement.
- e) 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.
- f) 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 is 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.
- g) If the Tenant moves out of the Rental Unit without providing 30 days notice as required under this Agreement, he or she is 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 must pay the first month's Rent to the Landlord prior to moving into the Rental Unit.
- c) If the Term begins on a day that is other than the first day of a month, then the Tenant must 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, direct deposit, e-transfer, money order or bank draft. Payment is to be made at the CFN Finance Department.
- e) If the Rent is set at 25% of the Tenant's household income (sliding scale), the Landlord is entitled to adjust the Rent if the Tenant's "permanent" household income has increased or decreased (e.g. income change from a new job); a Rent increase made in accordance with this paragraph comes into effect upon the Landlord issuing notice of the new Rent to the Tenant or upon the Tenant renewing this Rental Agreement that sets out the new Rent.
- f) The Landlord may review the Rent each year on the anniversary date of this Agreement and may increase the Rent in accordance with the CMHC operating budget.
- g) Except for an increase made under paragraph e), the Landlord must give the Tenant at least three months written notice before the date any Rent increase is to become effective.
- h) If there is more than one Tenant under this Agreement, each Tenant is jointly and severally liable for the full amount of the Rent.
- i) The services marked/checked in the left-hand column of the following table are provided free of charge. The equipment marked/checked in the right-hand column of the table are included in the Rent (mark/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):

- j) Despite the services listed in the left-hand column of the table at paragraph (i) being provided free of charge, the Landlord may at any time and in its sole discretion, require the Tenant to pay the fees and costs associated with the services upon providing reasonable written notice of such change.
- k) 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.
- l) If the Tenant receives regular payments of wages or honoraria from the Landlord's payroll, or is otherwise on the Landlord's payroll, the Tenant agrees that the Rent will be deducted from their income or honoraria. Please confirm Tenant agreement:

Initials: Tenant



9. SECURITY DEPOSIT

- a) Upon execution of this Agreement, the Tenant will pay to the Landlord a security deposit equivalent to 50% of 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:
Tenant

Landlord



- 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 15(b) (Vacating the Unit);
 - ii) the Tenant has unpaid Rent or rental arrears or otherwise owes the Landlord money under this Agreement; or
 - iii) the Tenant agrees in writing to allow the Housing Department to keep an amount as payment for unpaid Rent, Arrears, or damage.
- 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 will send the Tenant a first notice 10 days after the date the Rent came due. The Tenant must immediately pay the rental arrears in full. Alternatively, the Tenant may request the Landlord allow an agreement that imposes a repayment schedule on the Tenant for the full rent arrears amount ("Arrears Recovery Agreement") at this stage.

- c) If no payment has been received or no Arrears Recovery Agreement is made within 20 days after the date the Rent came due, a second notice 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 no payment has been received or no Arrears Recovery Agreement has been entered into within 30 days after the date the Rent came due, a final notice will be delivered to the Tenant advising the Tenant that they have 10 days to make full payment of the arrears plus the current month's Rent or enter into an Arrears Recovery Agreement.
- e) Subject to paragraph f) an eviction notice will be delivered to the Tenant and the Tenant will have 48 hours to vacate the Rental Unit if:
 - i) 10 days after the date of the final notice, no payment has been made, or
 - ii) the Tenant has failed to enter into and/or comply with the terms of an Arrears Recovery Agreement;
- f) If the Tenant receives three second notices (the notice that is explained at paragraph c)) in one 12-month period, the Landlord will terminate this Agreement and evict the Tenant and issue an eviction notice providing the Tenant with 10 days to vacate the Rental Unit.

11. USE OF THE RENTAL UNIT

- a) Subject to this Agreement, the Tenant must not use, or permit others to use, the Rental Unit for any purpose other than as a residential dwelling.
- b) The Tenant must not operate, or permit others to operate, a home-based business from the Rental Unit without the prior written permission of CFN.
- c) The Tenant must not do the following in or from the Rental Unit:
 - i. produce or grow, or permit others to produce or grow drugs, including cannabis,
 - ii. produce or grow any type of plant that requires a hydroponic growing system,
 - iii. sell or permit others to sell any illegal goods or services.

If the Landlord determines, in its sole discretion and acting reasonably, that a person residing at the Rental Unit is contravening this paragraph 11c), the Landlord may terminate this Agreement for cause.

- d) The Tenant must not disturb the peace, and must 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.
- e) The Tenant must not make any alterations to the Rental Unit, or to the use and occupation of the Rental Unit, without the prior written permission of CFN.

12. SUBLETTING THE RENTAL UNIT

The Tenant is not entitled to sublet the Rental Unit.

13. 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 will 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:
 - i) the Tenant fails to pay Rent in accordance with paragraphs 10(e) and (f)
 - ii) the Tenant fails to resolve any of the following breaches within the time provided in and in accordance with a notice of breach issued in accordance with the Housing Policy:
 - 1. damage to the Rental Unit that is caused by the Tenant, or any Authorized Occupant or guest,
 - 2. disturbing the peace or quiet use and enjoyment of other tenants or homeowners, including excessive noise between 11:00 p.m. and 7:00 a.m. (for this breach, Tenants must receive two notices of breach prior to being subject to eviction, and occupants will return to good standing on this ground if they do not receive additional notices of breach for at least one (1) year);
 - 3. failing to maintain or repair the Rental Unit as required;
 - 4. interference with the Landlord's efforts to perform its maintenance/repair responsibilities in respect of the Rental Unit;
 - 5. conditions that are unsanitary, unsafe or likely to cause a nuisance at or around the Rental Unit;
 - 6. leaving garbage, junk cars and scrap material at or around the Unit;
 - 7. refusal to participate in a validly-scheduled Rental Unit inspection for which the Tenant is required to attend in accordance with the Housing Policy;
 - 8. failure to comply with any of CFN's applicable bylaws or policies;
 - 9. people other than the Authorized Occupants residing in the Rental Unit for more than 21 days in any 12-month period, whether consecutive or not;
 - 10. people in excess of the National Occupancy Standards residing in the Rental Unit for more than 21 continuous days;
 - 11. failure to notify the Band if the Tenant plans to be away from the Rental Unit for 10 or more consecutive days;
 - 12. a transfer or sublease of the Rental Unit.
 - iii) 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;
 - iv) the Tenant fails to renew this Agreement before the end of the Term (including if the Tenant fails to pay off Arrears before the end of the Term, unless the Tenant is in compliance with an Arrears Recovery Agreement);

- v) the Tenant, an Authorized Occupant and/or guest is convicted of engaging in illegal activities in the Rental Unit;
 - vi) 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 (over \$5,000);
 - vii) the Tenant, an Authorized Occupant and/or guest has adversely affected or is likely to adversely affect the health, safety or well-being of the community or property on Couchiching First Nation reserve lands;
 - viii) the Tenant ceases to be a CFN band member or there are no Authorized Occupants who are CFN band members; or
 - ix) the Tenant, Authorized Occupant, or guest tampers with or removes smoke or carbon monoxide detectors or alarms, fire extinguishers or sprinkler systems.
- c) Upon receiving an eviction notice, the Tenant will have 48 hours to vacate the Rental Unit [or ten days for a breach described at section 10 f) and must leave the Rental Unit in the condition required under paragraph 15(b) of this Agreement.

14. CONDITION INSPECTIONS

- a) Subject to the procedure in the Housing Policy, the Landlord and Tenant must jointly inspect the condition of the Rental Unit:
 - i) before the Tenant moves into the Rental Unit;
 - ii) at the end of the tenancy;
 - iii) at any time as may be required by CMHC; and
 - iv) at any other time as the Landlord may reasonably require.
- b) The Landlord may enter and inspect the Rental Unit with 24 hours prior written notice to the Tenant if the Landlord has reasonable grounds to believe that the Tenant or an Authorized Occupant or guest is in breach of this Agreement of the Housing Policy.
- 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.

15. VACATING THE RENTAL UNIT

- a) The Tenant must 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 must 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 will 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.

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 CFN Housing Department will in no event be responsible for the loss, destruction, theft of, or damages to such property.
- b) The Tenant indemnifies and saves 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 must 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 CFN Housing Department specifically.
- d) The Landlord will maintain replacement insurance for the Rental Unit in case of damage or destruction caused by fire, earthquake, flooding or other act of God.
- e) The Tenant is responsible to pay the deductible on the Landlord's insurance for any claims arising as a result of willful damage to the Rental Unit caused by the Tenant, an Authorized Occupant and/or guest.

17. MAINTENANCE

Landlord Responsibilities

- a) The Landlord will 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) With the exception of damage caused by the Tenant, Authorized Occupants or guests in contravention of this Agreement or the Housing Policy and subject to funding availability, the Landlord is responsible for the following major repairs and replacements when a repair or replacement is required due to normal wear and tear of the Rental Unit:
- 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 72 hours/days of its occurrence, that is not attributed to the negligence or willful act of the Tenant, another Authorized Occupant, or guest of the Tenant, as determined by the Landlord, acting reasonably. The Tenant must immediately report any damage to water, heating or electrical systems, or that otherwise constitutes an emergency;
 - xii) repairing driveways;
 - xiii) any other major repairs or replacements deemed reasonable by the Landlord

(collectively, the
**"Landlord
Repairs"**).

- d) The Tenant must provide the Landlord with written notice of any Landlord Repairs that may be required and the Landlord will have a reasonable amount of time to perform the Landlord Repairs.
- e) The Tenant must 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 Landlord Repairs hazardous.

Tenant Responsibilities

- a) The Tenant must 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.
- b) 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.
- c) 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.
- d) The Tenant must 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.
- e) 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 animals or negligence, scratches caused by animals on molding or doors, or damage caused by the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.
- f) The Tenant must 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.
- g) The Tenant is 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.
- h) 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.
- i) 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 17(h), 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.
- j) The Landlord may charge as additional Rent ("Additional Rent") any amounts owing for invoices given to the Tenant under this section and any such Additional Rent will be payable as Rent in accordance with section 8 (Rent) of this Agreement.

- k) 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 CFN policy or law.
- l) If the Tenant makes an alteration, addition or improvement to the Rental Unit without first obtaining permission from the Landlord, the Tenant is 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 must not be reimbursed for any alteration, addition or improvement he/she completed at his/her own expense.
- m) Except where otherwise agreed to in writing by the Parties, all improvements to the Rental Unit will become the property of CFN 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:
 - 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 will 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 must 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 must 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 must 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 Landlord believes the Rental Unit is abandoned, the Landlord will provide the Tenant with a written notice requesting the Tenant confirm their residency within 10 days of delivering the notice. If the Landlord does not receive the Tenant's response confirming their residency at the Rental Unit, the Rental Unit will be deemed abandoned.
- c) 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.
- d) If the Tenant leaves any personal property at or in the abandoned Rental Unit, the Tenant will have 7 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.
- e) If the Rental Unit is abandoned, the Tenant is 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.
- f) The Landlord may apply any proceeds of disposition of the Tenant's personal property to the costs and debts set out in section 22a)v) 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 is not liable or responsible in any event whatsoever 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.

23. MARITAL/RELATIONSHIP BREAKDOWN

- a) The Tenant understands that in in the event of a marital/relationship breakdown between the Tenant and their Spouse ("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.),
 - i) the Housing Department will defer to a valid written agreement between the Tenant and their Spouse that specifies who will retain the Rental Unit in the event of marital breakdown if the agreement is not in conflict with the Housing Policy (Housing Committee must review and approve agreement to be considered valid);
 - ii) If no valid written agreement or if written agreement does not comply with the Housing Policy, the rules at section 5.17 of the Housing Policy apply to determine who will retain the Rental Unit.

Initials:
Tenant

Landlord

24. LANDLORD TO GIVE RENTAL AGREEMENT TO TENANT

- a) The Landlord must 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 will be resolved through the dispute process set out in the Housing Policy.

26. LEGAL

- a) Nothing in this Agreement may be construed as evidence of an intention by the Landlord to transfer legal possession of lands set apart for the use and benefit of CFN members , 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 CFN'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, direct deposit, e-transfer, or money order or made payable to _____.
- c) Reference to a Party will be read as if all required changes in the singular and plural and all grammatical changes rendered necessary by gender had been made.
- d) Any reference in this Agreement to a section will mean a section of this Agreement unless otherwise expressly provided.

- e) 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:
Tenant

Landlord

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 the Landlord's _____)
 AUTHORIZED SIGNATORY at _____)
 in the Province of _____ the ___ day)
 of _____, 20____, in the presence of:)
)
)
)

LANDLORD

 Signature of Witness)

 Name of Witness)

 Authorized Signatory CFN
 Housing Department

_____))
Address of Witness)
_____))
Occupation of Witness)

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 _____ /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)

CO-TENANT

Co-Tenant
(Print name: _____)

Schedule "A"

MAINTENANCE AND REPAIR RESPONSIBILITIES OF CFN & 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

- 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.

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 COUCHICHING FIRST NATION HOUSING POLICY

- a) The Landlord administers its rental housing program pursuant to the Couchiching First Nation ("CFN") 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.
- b) Unless explicitly provided in this Agreement, in the event of any inconsistency between this Agreement and the Housing Policy, this Agreement prevails.

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 Rent-to-Own 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 Rent-to-Own 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 Rent-to-Own Unit (the "**Option**"). The Landlord will not attempt the sale of the Rent-to-Own Unit to any other party during the term of this Agreement.
- c) The total purchase price for the Rent-to-Own Unit is \$_____, being equivalent to the total Mortgage amount held by the Landlord, plus interest, plus services and operating costs and 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 will 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 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

- f) If the Tenant becomes eligible to exercise the Option in accordance with the preceding paragraph and the Landlord confirms the Mortgage has been discharged and all financial obligations imposed in this Agreement have been complied with, 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 with a copy of the Tenant's statement from the CFN Finance Department showing a zero balance.
- h) Upon receipt of the Tenant's written notice to exercise of option, the Landlord will (i) transfer legal ownership of the Rent-to-Own Unit to the Tenant for residential purposes and (ii) grant the Tenant the right to use and occupy the applicable parcel of CFN Reserve land by means of a Custom Allocation, if the Tenant:
 - i) has complied with all the terms and conditions of this Agreement and the Housing Policy;
 - ii) has paid to the Landlord sufficient Rent to satisfy the Purchase Price without assistance from the Landlord;
 - iii) has no outstanding debts or arrears owing to the Landlord;
 - iv) understands and agrees to assume all the rights and responsibilities of homeownership including, but not limited to, maintenance, repairs and carrying insurance;

- v) agrees to and signs a Residential House Purchase Agreement; and
 - vi) agrees to and signs a Custom Allocation Agreement.
- 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 Rent-to-Own 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) Despite 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 if the increase is done in accordance with sections 7(e) and (f);
 - ii) a withdrawal of, or a restriction on, a service in accordance with section 7(i);
 - iii) eviction for cause;
 - iv) access and inspection for purposes of health and safety;
 - v) access for purposes of asset protection and maintenance; and
 - vi) any change required by order of a lawful decision-making body such as the CFN Appeals Committee, an administrative tribunal or a court.

5. AUTHORIZED OCCUPANTS

- a) Only the following persons are authorized to occupy the Rent-to-Own Unit on a permanent basis (continual residence for a period of 22 or more days):

Name	Member #	Birth Date	Sex

(collectively, the “Authorized Occupants”)

- b) The Rent-to-Own Unit must not have more than _____ Authorized Occupants.
- c) Despite paragraph d), the Tenant must notify the Landlord if an Authorized Occupant under the age of 18 yrs no longer permanently resides in the Rent-to-Own Unit.
- d) 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.
- e) The Landlord must not unreasonably prevent the Tenant from having guests in the Rent-to-Own Unit.
- f) The Tenant may permit visitors to stay at the Rent-to-Own Unit for up to 21 days in a calendar year, whether consecutive days or not.
- g) The Tenant is responsible for the actions of all Authorized Occupants and guests. If the Tenant allows persons who are not Authorized Occupants to occupy the Rent-to-Own Unit on a permanent basis without the Landlord’s prior written consent, then the Tenant will be in default under this Agreement and may be evicted for cause.

6. TERM AND TERMINATION

- a) The Tenant’s right to occupy the Rent-to-Own Unit starts on the _____ day of _____, 20____, and expires on the 31st of March immediately following that date (the “Term”).
- b) If the Tenant is in compliance with the terms and conditions of this Agreement and the Housing Policy at the end of the Term, this Agreement will automatically be renewed for a period of up to one year (the “Subsequent Term”), and at the end of each Subsequent Term thereafter.
- c) 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 Rent-to-Own Unit.

- d) The Landlord may terminate this Agreement for cause at any time in accordance with Section 12 (Eviction) of this Agreement.
- e) 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 Rent-to-Own Unit;
 - ii) include the date of termination; and
 - iii) be signed and dated by the Tenant.
- f) The Tenant acknowledges and agrees that once notice of termination has been given by either Party to the other, the Landlord may enter the Rent-to-Own Unit to show the Rent-to-Own 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 Rent-to-Own Unit for this purpose.
- g) If the Tenant moves out of the Rent-to-Own 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 made in accordance with this Agreement, the Housing Policy and the relevant CMHC Operating Agreement.
- b) The Tenant must pay the first month's Rent to the Landlord prior to moving into the Rent-to-Own Unit.
- c) If the Term begins on a day that is other than the first day of a month, then the Tenant must pay to the Landlord a pro-rated Rent of \$_____ prior to moving into the Rent-to-Own 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, direct deposit, e-transfer, or bank draft. Payment is to be made at the CFN Finance Department.
- e) The Landlord may review the Rent each year on the anniversary date of this Agreement and may increase the Rent in accordance with the CMHC operating budget and mortgage obligations.
- f) The Landlord must 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 services marked/checked in the left-hand column of the following table are provided free of charge. The equipment marked/checked in the right-hand column of the table are included in the Rent (mark/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) Despite the services listed in the left-hand column of the table at paragraph (i) being provided free of charge, the Landlord may at any time and in its sole discretion, require the Tenant to pay the fees and costs associated with the services upon providing reasonable written notice of such change.
- j) 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.
- k) 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

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8. SECURITY DEPOSIT

- a) Upon execution of this Agreement, the Tenant will pay to the Landlord a security deposit equivalent to 50% of 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

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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 Rent-to-Own Unit, unless the Tenant:

- i) exercises the Option, as set out in paragraph 3b) , in which case, the Security Deposit will be credited toward the Purchase Price;
 - ii) does not leave the Rent-to-Own Unit in the condition as required under Section 14 (Vacating the Rent-to-Own Unit) of this Agreement; or
 - iii) has unpaid Rent or rental arrears or otherwise owes the Landlord money under this Agreement.
- d) If the Tenant does not exercise the Option, the Landlord is entitled to use the Security Deposit to:
 - i) pay for the cost of repairing any damage to the Rent-to-Own 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 paragraphs 8(d) (i) and (ii) will 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 will send the Tenant a first notice 7 days after the date the Rent came due. The Tenant must immediately pay the rental arrears in full. It is also possible for the Tenant to request the Landlord allow an agreement that imposes a repayment schedule on the Tenant for the full rent arrears amount ("Arrears Recovery Agreement") at this stage.
- c) If no payment has been received or no Arrears Recovery Agreement is made within 20 days after the date the Rent came due, a second notice 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 no payment has been received or no Arrears Recovery Agreement has been entered into within 30 days after the date the Rent came due, a final notice will be delivered to the Tenant advising the Tenant that they have 10 days to make full payment of the arrears plus the current month's Rent or enter into an Arrears Recovery Agreement.
- e) An eviction notice will be delivered to the Tenant and the Tenant will have 48 hours to vacate the Rental Unit if:
 - i) 10 days after the date of the final notice, no payment has been made, or
 - ii) the Tenant has failed to enter into and/or comply with the terms of an Arrears Recovery Agreement;
- f) If the Tenant receives three second notices (see paragraph (c)) in one 12-month period, the Landlord will terminate this Agreement and evict the Tenant and issue an eviction notice providing the Tenant with 10 days to vacate the Rental-to-Own Unit.

10. USE OF THE RENT-TO-OWN UNIT

- a) Subject to this Agreement, the Tenant must not use, or permit others to use, the Rent-to-Own 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 Rent-to-Own Unit without the prior written permission of the Landlord.
- c) The Tenant must not do the following in or from the Rent-to-Own Unit:
 - i) produce or grow, or permit others to produce or grow, drugs, including cannabis,
 - ii) produce or grow any type of plant that requires a hydroponic growing system,
 - iii) sell or permit others to sell any illegal goods or services.

If the Landlord determines, in its sole discretion and acting reasonably, that a person residing at the Rent-to-Own Unit is contravening this paragraph 10c), the Landlord may terminate this Agreement for cause.

- d) The Tenant must not disturb the peace, and must not permit others to disturb the peace, in or around the Rent-to-Own Unit. If the Landlord determines, in its sole discretion, and acting reasonably, that a person residing at the Rent-to-Own Unit has a pattern of behaviour that persistently disturbs the peace in or around the Rent-to-Own Unit, then the Landlord may terminate this Agreement for cause.
- e) The Tenant must not make any alterations to the Rent-to-Own Unit, or to the use and occupation of the Rent-to-Own Unit, without the prior written permission of the Landlord.

11. TRANSFERRING/SUBLETTING THE RENT-TO-OWN UNIT

The Tenant is not entitled to sublet the Rent-to-Own Unit.

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 will cease absolutely, without right of re-entry, and the Landlord or its agent may re-enter the Rent-to-Own 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 12(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 Rent in accordance with paragraphs 10e) and f)
 - ii) the Tenant fails to resolve any of the following breaches within the time provided in and in accordance with a notice of breach issued in accordance with the Housing Policy:
 - a. damage to the Rent-to-Own Unit that is caused by the Tenant, or any Authorized Occupant or guest,
 - b. disturbing the peace or quiet use and enjoyment of other tenants or homeowners, including excessive noise between 11:00 p.m. and 7:00 a.m. (for this breach, Tenants must receive two notices of breach prior to being subject to eviction, and occupants will return to good standing on this ground if they do not receive additional notices of breach for at least one (1) year);
 - c. failing to maintain or repair the Rent-to-Own Unit as required;
 - d. interference with the Landlord's efforts to perform its maintenance/repair responsibilities in respect of the Rent-to-Own Unit;

- e. conditions that are unsanitary, unsafe or likely to cause a nuisance at or around the Rent-to-Own Unit;
 - f. leaving garbage, junk cars and scrap material at or around the Rent-to-Own Unit;
 - g. refusal to participate in a validly-scheduled Rent-to-Own Unit inspection for which the Tenant is required to attend in accordance with the Housing Policy;
 - h. failure to comply with any of the Landlord's applicable bylaws or policies;
 - i. people other than the Authorized Occupants residing in the Rent-to-Own Unit for more than 21 days in any 12-month period, whether consecutive or not;
 - j. failure to notify the Band if the Tenant plans to be away from the Rent-to-Own Unit for ten or more consecutive days;
 - k. people in excess of the National Occupancy Standards residing in the Rent-to-Own Unit for more than 21 continuous days; and
 - l. a transfer, sublet or sublease of the Rent-to-Own Unit.
- iii) the Landlord determines that the Tenant made false declarations on his or her housing application and was allocated the Rent-to-Own Unit as a result of the false declarations;
 - iv) the Tenant, an Authorized Occupant and/or guest is convicted of engaging in illegal activities in the Rent-to-Own Unit;
 - v) the Tenant, an Authorized Occupant and/or guest has caused willful and/or extraordinary damage to the Rent-to-Own Unit and/or the Landlord's property within the Rent-to-Own Unit (over \$5,000);
 - vi) the Tenant, Authorized Occupant or guest engages in conduct that endangers the health, safety or well-being of others residing on Reserve or endangers the safety and integrity of property on the Reserve;
 - vii) the Tenant ceases to be a CFN member or there are no Authorized Occupants who are CFN members; or
 - viii) the Tenant, Authorized Occupant, or guest tampers with or removes smoke or carbon monoxide detectors or alarms, fire extinguishers or sprinkler systems.
- c) Upon receiving an eviction notice, the Tenant will have 48 hours to vacate the Rent-to-Own Unit [or 10 days for a breach described at section 9f)] and must leave the Rent-to-Own Unit in the condition required under paragraph 14(b) of this Agreement.

13. CONDITION INSPECTIONS

- a) Subject to the procedure in the Housing Policy, the Landlord and Tenant must jointly inspect the condition of the Rent-to-Own Unit:
 - i) before the Tenant moves into the Rent-to-Own Unit;
 - ii) at the end of the tenancy;
 - iii) at any time as may be required by CMHC; and
 - iv) at any other time as the Landlord may reasonably require.
- b) The Landlord may enter and inspect the Rent-to-Own Unit with 24 hours prior written notice to the Tenant if the Landlord has reasonable grounds to believe that the Tenant or an Authorized Occupant or guest is in breach of this Agreement of the Housing Policy.

- c) The Landlord may enter and inspect the Rent-to-Own 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 Rent-to-Own Unit for a period of 30 or more consecutive days.

14. VACATING THE RENT-TO-OWN UNIT

- a) The Tenant must deliver up vacant possession of the Rent-to-Own 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 Rent-to-Own Unit and the premises and returning all keys and access devices to the Landlord.
- b) On or before the Termination Date, the Tenant must leave the Rent-to-Own 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 Rent-to-Own Unit;
 - ix) washer and dryer cleaned inside and out; and
 - x) all debris cleaned out from under or behind any appliances.
- c) The Tenant is liable for any expense or loss incurred by the Landlord due to the failure of the Tenant to vacate the Rent-to-Own 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 the Landlord as the irrevocable beneficiary (the **"Life Insurance Policy"**).
- b) If the Tenant secures a Life Insurance Policy, 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 Rent-to-Own Unit will be transferred to an eligible CFN 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 the Rent-to-Own Unit to the beneficiary so indicated in the Will, provided that beneficiary is an eligible CFN member and otherwise eligible to qualify for the unit in accordance with the Housing Policy.
- 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 Rent-to-Own Unit to the Tenant's next of kin or re-allocate the Rent-to-Own 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 Mortgage 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 CFN Housing Department shall in no event be responsible for the loss, destruction, theft of, or damages to, such property.
- b) The Tenant indemnifies and saves harmless the Landlord 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 Rent-to-Own Unit.
- c) The Tenant must 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 CFN Housing Department specifically.
- d) The Landlord will maintain replacement insurance for the Rent-to-Own Unit in case of damage or destruction caused by fire, earthquake, flooding or other act of God.
- e) The Tenant is responsible to pay the deductible on the Landlord's insurance for any claims arising as a result of willful damage to the Rent-to-Own Unit caused by the Tenant, an Authorized Occupant and/or guest.

17. MAINTENANCE

Landlord Responsibilities

- a) The Landlord will 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 Rent-to-Own 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) With the exception of damage caused by the Tenant, Authorized Occupants or guests in contravention of this Agreement or the Housing Policy and subject to funding availability, the Landlord is responsible for the following major repairs and replacements when a repairs or replacement is required due to normal wear and tear of the Rent-to-Own Unit:
- 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 72 hours/days of its occurrence, that is not attributed to the negligence or willful act of the Tenant, another Authorized Occupant, or guest of the Tenant, as determined by the Landlord, acting reasonably. The Tenant must immediately report any damage to water, heating or electrical systems, or damage that otherwise constitutes an emergency;
 - xii) repairing driveways;
 - xiii) any other major repairs or replacements deemed reasonable by the Landlord

(collectively, the “**Landlord Repairs**”).

- d) The Tenant must provide the Landlord with written notice of any Landlord Repairs that may be required and the Landlord will have a reasonable period of time to perform the Landlord Repairs.
- e) The Tenant must 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

- a) The Tenant must 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.
- b) 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.
- c) 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.
- d) The Tenant must keep the grounds surrounding the Rent-to-Own 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.

- e) 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 Rent-to-Own 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 animals or negligence, scratches caused by animals on molding or doors, or damage caused by the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.
- f) The Tenant must immediately report all damage to the Rent-to-Own 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.
- g) The Tenant is responsible for all costs, including applicable insurance deductibles, associated with repairs to the Rent-to-Own 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.
- h) The Landlord may require the Tenant to undertake reasonable repair or maintenance on the Rent-to-Own Unit by written notice within a specified time where the repair or maintenance is the responsibility of the Tenant under this Agreement.
- i) 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 17(h), 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.
- j) The Landlord may charge any amounts owing for invoices given to the Tenant under this section as additional Rent ("Additional Rent") and any such Additional Rent will be payable as Rent in accordance with Section 7 (Rent) of this Agreement.
- k) The Tenant must receive written permission from the Landlord prior to making any major repairs, alterations, additions or improvements to the Rent-to-Own Unit and, where applicable, is responsible for obtaining any permits or licenses required under any CFN policy or law.
- l) If the Tenant makes an alteration, addition or improvement to the Rent-to-Own Unit without first obtaining permission from the Landlord, the Tenant is solely responsible for returning the Rent-to-Own Unit to its original condition at the Tenant's own expense and at no cost to the Landlord. The Tenant will not be reimbursed for any alteration, addition or improvement he/she completed at his/her own expense.
- m) Except where otherwise agreed to in writing by the Parties, all improvements to the Rent-to-Own 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 Rent-to-Own 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 Rent-to-Own Unit or to the health and safety of persons.
- b) The Landlord must post and maintain in a conspicuous place at the Rent-to-Own 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 must contact the designated contact person immediately and without delay;
 - ii) the Tenant must make at least two attempts to contact the designated contact person, and must 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 must not change locks or other means of access to the Rent-to-Own Unit except in the case of eviction or of forced entry by a third party.
- b) If the Rent-to-Own Unit locks or door frame are damaged as a result of forced entry by a third party, the Landlord must repair the locks, hardware, door and/or frame.
- c) The Tenant must not change locks or other means of access to the Rent-to-Own Unit, without the Landlord's prior written consent.

20. QUIET ENJOYMENT OF THE RENT-TO-OWN UNIT

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

21. ABANDONMENT

- a) The Rent-to-Own Unit is deemed to be abandoned if the Tenant has been absent from the Rent-to-Own 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 Landlord believes the Rent-to-Own Unit is abandoned, the Landlord will provide the Tenant with a written notice requesting the Tenant confirm their residency within 10 days of delivering the notice. If the Landlord does not receive the Tenant's response

confirming their residency at the Rent-to-Own Unit, the Rent-to-Own Unit will be deemed abandoned.

- c) If the Rent-to-Own Unit is abandoned, this Agreement is terminated and the Landlord may re-enter the Rent-to-Own Unit and such re-entry may be made without notice to the Tenant and without liability for damage or prosecution.
- d) If the Tenant leaves any personal property at or in the abandoned Rent-to-Own Unit, the Tenant will have 7 days from the date the Rent-to-Own Unit is deemed abandoned to obtain permission from the Landlord to enter the Rent-to-Own Unit and remove the personal property, after which, the Landlord may dispose of the personal property at its sole discretion.
- e) If the Rent-to-Own 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 Rent-to-Own Unit and to repair, clean or otherwise bring the Rent-to-Own Unit into re-rentable condition; and
 - ii) Rent for the month following the date the Rent-to-Own Unit is deemed abandoned and any outstanding rental arrears.
- f) The Landlord may apply any proceeds of disposition of the Tenant's personal property to the costs and debts set out in paragraph 21(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.

22. LIABILITY

- a) The Landlord is not liable or responsible, in any event whatsoever 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 Rent-to-Own 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 Rent-to-Own 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 Rent-to-Own 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 Rent-to-Own Unit subsequent to the Tenant giving up possession of the Rent-to-Own 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. MARITAL/RELATIONSHIP BREAKDOWN

- a) The Tenant understands that in the event of a marital/relationship breakdown between the Tenant and their Spouse ("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.),
 - i) the Housing Department will defer to a valid written agreement between the Tenant and their Spouse that specifies who will retain the Rental Unit in the event of marital breakdown if the agreement is not in conflict with the Housing Policy (Housing Committee must review and approve agreement to be considered valid) and the Housing Department has confirmed the Spouse designated in the agreement to retain the Rent-to-Own Unit is capable of paying the Rent;
 - ii) If no valid written agreement or if written agreement does not comply with the Housing Policy, the rules at section 6.17 of the Housing Policy apply to determine who will retain the Rental Unit.

Initials:

Tenant

Landlord

24. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

- a) The Landlord must 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.

26. LEGAL

- a) Nothing in this Agreement may 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 CFN, 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 mailbox or mail slot for the address at the Rent-to-Own Unit;
 - v) attaching a copy to a door or other conspicuous place on the Rent-to-Own 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

- f) Time is of the essence in this Agreement.
- g) All payments to the Landlord under this Agreement will be provided to _____ and will be made by cash, cheque, bank draft, direct deposit, e-transfer or money order or made payable to _____.
- h) Reference to a Party will be read as if all required changes in the singular and plural and all grammatical changes rendered necessary by gender had been made.
- i) Any reference in this Agreement to a section will mean a section of this Agreement unless otherwise expressly provided.
- j) 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.)

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 the Landlord's _____) LANDLORD

AUTHORIZED SIGNATORY at _____)

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

20____, in the presence of: _____)

)

)

_____) _____

Signature of Witness _____)

Authorized Signatory CFN

_____) _____

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 Rent-to-Own Unit covered by the Rental Agreement.

2. TENANT RESPONSIBILITIES

The Tenant is 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 Rent-to-Own 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 Rent-to-Own 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) Electrical work, including burnt out light switches on stove.
 - vi) Major furnace repairs.
- c) Other
- i) hot water tank replacement,
 - ii) repairing Band-owned appliances (as long as they have not been damaged or overloaded),
 - iii) replacing broken windows (as long as they have not been damaged by the Occupant(s)),
 - iv) repairing floors, exterior doors, interior door and cabinet hardware and cupboards as needed,
 - v) repairing or replacing locks,
 - ix) repair of damage or vandalism that has been reported to the Housing Department by the Tenant within 72 hours 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. The Tenant must immediately report any damage to water, heating or electrical systems, or that otherwise constitutes an emergency;
 - x) repairing driveways; and
 - xi) any other major repairs or replacements deemed reasonable by the Landlord.

Initials: Landlord Tenant

APPENDIX 6 – HOME INSPECTION FORM

Home Inspection Form

Unit Location: _____

Unit Number: _____

Condition Codes:	NC- Needs Cleaning, NP- Needs Painting, NSP- Needs Spot Painting, RP-Replace, NR- Needs repair, SC-scratched, OK- Indicates items is in good working order/undamaged						
Items	Poor	Fair	Good	Comments	Move in	Move out	Annual
Entryways							
Front Door							
Storm Door							
Back Door							
Lighting/electrical							
Other _____							
Kitchen							
Cupboards							
Countertops							
Sinks/plumbing							
Flooring							
Walls/ceiling							
Doors/doorway							
Windows							
Lighting/electrical							
Other _____							
Dining Area							
Walls							
Flooring							
Walls/ceiling							
Windows							
Lighting/electrical							
Other _____							
Living Room							
Walls/ceiling							
Flooring							
Doors/Doorways							
Windows							
Lighting/electrical							
Other _____							
Hallway/Landing							
Walls/ceiling							
Flooring							
Lighting/electrical							
Smoke detector							
Other _____							

Condition Codes:	NC- Needs Cleaning, NP- Needs Painting, NSP- Needs Spot Painting, RP- Replace, NR- Needs repair, SC-scratched, OK- Indicates items is in good working order/undamaged						
Items	Poor	Fair	Good	Comments	Move in	Move out	Annual
Bathroom							
Toilet							
Vanity							
Basin/taps							
Shower/bathtub taps							
Flooring							
Doors							
Walls/Ceiling							
Plumbing							
Lighting/electrical							
Other _____							
Bedroom #1							
Closet (door, shelving)							
Walls/ceiling							
Flooring							
Doors/doorway							
Windows							
Lighting/electrical							
Other _____							
Bedroom #2							
Closet (door, shelving)							
Walls/ceiling							
Flooring							
Doors/doorway							
Windows							
Lighting/electrical							
Other _____							
Bedroom #3							
Closet (door, shelving)							
Walls/ceiling							
Flooring							
Doors/doorway							
Windows							
Lighting/electrical							

Other							
-------	--	--	--	--	--	--	--

Condition Codes:	NC- Needs Cleaning, NP- Needs Painting, NSP- Needs Spot Painting, RP-Replace, NR- Needs repair, SC-scratched, OK- Indicates items is in good working order/undamaged						
Items	Poor	Fair	Good	Comments	Move in	Move out	Annual
Exterior							
Light Fixtures							
Steps/landing							
Railing							
Siding							
Other							
Exterior Grounds/Structures							
Fencing							
Shed/Storage bin							
Carport							
Yard							
Other							
Appliances	Serial Number						
Fridge							
Stove							

Comments:

Inspection Completed By: _____

 (Housing Department Representative)
 Date

Inspection Viewed By: _____

 (Tenant)
 Date

APPENDIX 7 – 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 10 days past due. As you are aware, all rent is to be paid on or before the 1st working day of the month.

This notice constitutes your first notice pursuant to section 5.9.i. or 6.8.i. of the CFN Housing Policy. Accordingly, you are reminded to pay the outstanding rent forthwith or make immediate arrangements with Housing Department to discuss the repayment of Arrears (an Arrears Recovery Agreement). The total amount due is \$ _____.

We kindly ask that you submit your payment immediately. If you have already made payment, please disregard this notice.

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

On Behalf of the FN Housing Department
Housing Manager

APPENDIX 8 – 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 5.9.ii or 6.8.ii of the CFN Housing Policy. Accordingly, you are reminded to pay the outstanding rent forthwith or make immediate arrangements with Housing Department to discuss the repayment of Arrears (an Arrears Recovery Agreement). 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 at or email me at _____

On Behalf of the FN Housing Department
Housing Manager

APPENDIX 9 – 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 5.9.iii or 6.8.iii of the CFN Housing Policy. According to the terms of the Housing Policy & Tenancy Agreement, you now have 10 days to pay all Arrears in full plus the current months' rent. The total amount due is \$ _____.

Your total Arrears 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 at or email me at _____

On Behalf of the FN Housing Department
Housing Manager

APPENDIX 10 – EVICTION NOTICE

NAME
ADDRESS

DATE

NOTICE TO VACATE

Dear NAME,

Please be advised that the Housing Committee agreed to issue you a NOTICE TO VACATE the premises located at PHYSICAL ADDRESS on CFN Reserve. This letter serves as your EVICTION NOTICE. You have *[choose one: 48 hours or for an eviction due to Tenant receiving three second Rent Arrears notices in one 12-month period: 10 days]* from the date of this letter to remove your belongings from the premises and to vacate the unit. You have until 3:00 pm that date to turn the keys to the unit into the First Nation and remove your possessions from PHYSICAL ADDRESS before CFN takes possession of the unit and changes the locks.

You are obligated to pay your Rent arrears remains even though you are evicted. You will also be charged for the costs of any repairs that will be needed to the unit that are considered tenant damage/neglect. If arrangements are not kept on you part, charges could be laid for damages to the First Nations property.

Under the terms of your Tenancy Agreement, you are in breach of your contract with the Couchiching First Nation under the following sections:

LIST SECTIONS

You have *[choose one to match the notice period selected above: 48 hours or 10 days]* from the date of this letter to have the referenced rental housing unit emptied of all of your possessions. After the stated notice period, Couchiching First Nation will enter the unit to change all the locks. If you leave belongings after we have changed the locks, you will be required to contact the Housing Department in order to enter the unit and remove them. We will give you seven (7) days after we have changed the locks to contact the Housing Department and remove all your belongings, after which we will discard them. Any damages to the Couchiching First Nation's property will be reported to the Treaty #3 Police Services in the event that charges could be laid. The Treaty #3 Police Services have been made aware of this eviction notice by the Housing Manager and will assist in attending the unit if necessary.

Sincerely,

Cc: XXXX, Housing Manager
CFN Housing Committee
Council
Treaty #3 Police Services

APPENDIX 11 -ARREARS RECOVERY AGREEMENT

RMB 2027, RR#2
807-274-3228
Fort Frances, Ontario P9A 3M3
Fax 807-274-6458

Phone

CFN ARREARS RECOVERY AGREEMENT

Between: _____

And: _____ CFN Housing Department

Monthly Housing Charge if Current Tenant: Account

\$ _____ (_____)

Housing Arrears Amount:

\$ _____ (_____)

As of the _____ day of _____, 20____.

Water and Sewer Arrears Amount: _____ Account

\$ _____ (_____)

Revolving Housing Loan Arrears Amount: _____ Account

\$ _____ (_____)

As of the _____ day of _____, 20____.

Economic Development Loan Arrears Amount: _____ Account

(Specify the origin of the Arrears:

_____)
\$ _____ (_____)

As of the _____ day of _____, 20____.

Total amount owing to CFN

\$ _____ (_____)

As of the _____ day of _____, 20____.

I/We, _____ &

Acknowledge the amount of Arrears noted above. In order to repay the Arrears, I/We agree to make payments, as follows:

1. The regular monthly housing charge of \$_____ on the _____ day of _____.
2. The Arrears recovery amount of \$_____ for Housing Arrears on the _____ day of _____.
3. The Arrears recovery amount of \$_____ for Water and Sewer Arrears on the _____ day of _____.
4. The Arrears recovery amount of \$_____ for Revolving Housing Loan Arrears on the _____ day of _____.
5. The Arrears recovery amount of \$_____ for Economic Development Loan Arrears on the _____ day of _____.
6. The Arrears recovery amount of \$_____ for Other Arrears Amount as specified above on the _____ day of _____.

RMB 2027, RR#2
807-274-3228
Fort Frances, Ontario P9A 3M3
Fax 807-274-6458

Phone _____

CFN ARREARS RECOVERY AGREEMENT

This Arrears Acknowledgement and Agreement signed this

_____ day of _____, 20_____.

I/We fully understand the terms and conditions of this agreement. I/We agree to continue and constructively make payments in accordance with the repayment arrangement as shown until all of the Arrears are fully repaid. I/We acknowledge that not failing to meet these repayment arrangements may lead to Couchiching First Nation taking remedial action including eviction, forwarding the debt to a collection and reporting agency and or civil and legal actions will be taken against me to collect the debt owed to Couchiching First Nation.

Print Name:

Signature:

Print Name:

Signature:

CFN Housing Representative:

Print Name:

Signature:

APPENDIX 12 – NOTICE OF BREACH

[use for a non-severe breach listed at 5.19.1 (including by operation of section 6.21.1) of the Housing Policy with the exception of the following conduct: disturbing the peace or quiet use and enjoyment of other Tenants or Homeowners – for this breach, see Appendix 13]

Date (dd/mm/yyyy): _____

Occupant's Name: _____

Unit/Lot #: _____

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

-

We hereby serve you notice that you have _____ to remedy the breach [*insert appropriate time frame in consideration of the nature of the breach and reasonable timeframe for the Tenant to correct the breach*]. If after the time provided in this Notice, you have not remedied the breach, the Housing Department will take steps outlined in the Policy and the Tenancy Agreement.

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

On Behalf of the FN Housing Department
Housing Manager

APPENDIX 13 – NOTICE OF BREACH – DISTURBANCE OF THE PEACE

Date: _____
Unit Address: _____
Tenant(s) Name(s): _____
Notice delivered:
<input type="checkbox"/> By hand to _____ [Tenant name] on _____ [date].
<input type="checkbox"/> By securely fastening it to the Unit's front door on _____ [date] with _____ [name] as a witness.
<input type="checkbox"/> By registered mail, sent _____ [date]

Date (dd/mm/yyyy): _____

Occupant's Name: _____

Unit/Lot #: _____

This is to advise you that you have breached the Housing Policy and/or a term of your Tenancy Agreement for disturbing the peace or quiet use and enjoyment of other Tenants or Homeowners. Details:

This is the _____ notice for this conduct *[specify if first or second notice]*.

If you are served with two notices of breach for this conduct within the span of one year (i.e. one year from the issuance of the first notice) and the conduct continues, you will be evicted.

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

On Behalf of the CFN Housing Department
Housing Manager

APPENDIX 14 – NOTICE TO ACCESS THE PREMISES

RMB 2027, RR#2
807-274-3228
Fort Frances, Ontario P9A 3M3
Fax 807-274-6458

Phone

NOTICE TO ACCESS THE PREMISES

To:

Date:

CFN hereby gives notice of the intent to access the premises to carry out:

- ☐ Repairs or maintenances work
- ☐ An inspection of repairs/renovation work
- ☐ An annual inspection/unit condition review
- ☐ A move-in inspection/unit condition review
- ☐ A move-out inspection/unit condition review

The authorized representative of CFN intends to access the property between 8:30 a.m. and 4:30 p.m. on _____.

Please contact the housing department at (807) 274-0819 if this time is not appropriate and to schedule another date/time to access the unit within the next two-week period. Failure to do so will require the housing department to provide 24-hour notice to access the unit without consent and they will do so accompanied by a witness to the inspection.

Please note that the CFN representative is required to provide proper identification before entering the unit. If you have any questions or concerns, please contact the housing department at (807) 274-0819.

Housing Department
CFN

APPENDIX 15 – RESIDENTIAL HOUSE PURCHASE AGREEMENT CFN

RESIDENTIAL HOUSE PURCHASE AGREEMENT

This AGREEMENT is dated for reference _____.

Between:

(The seller)
Couchiching First Nation ("CFN")
2027 R.R. #2, Fort Frances, ON P9A 3M3

And

(The Buyer)
Jane Smith
[Address]

WHEREAS: the Buyer has satisfied the terms of the Buyer's Rent-to-Own Agreement with the CFN for the Residential House and has delivered notice of his or her intention to exercise the option to purchase the Residential House;

WHEREAS: CFN [*select one*: has granted OR will grant] the Buyer the exclusive right to use, occupy and enjoy the Land subject to the terms of a Custom Allocation Agreement ("Custom Allocation Agreement");

THEREFORE: this Agreement signifies the transfer of ownership of the Residential House to the Buyer.

1. Residential House

1.1 The "Residential House" consists of the residential buildings and unattached and attached goods located at _____, CFN, Fort Frances, ON on the CFN I.R. No. ____ and with a legal description of _____ [set out legal description of the lot from the ILRS] (the "Land").

1.2 The following unattached goods (chattels) are included with the Residential House [please check all that apply]:

____ Washer _____ Dryer _____ Woodstove _____ Stove
____ Fridge

1.3 Unless otherwise agreed in writing, title to the Residential House will be free and clear of all encumbrance, registration and obligation except the following:

- a) Those implied by law;
- b) Those items which the Buyer agreed to assume in this Agreement.

1.4 The Buyer acknowledges that neither this Agreement nor the Custom Allocation Agreement grants to the Buyer legal possession of the Land.

2. Transaction

2.1 The Buyer and the CFN Council agree to act cooperatively, reasonably, diligently and in good faith in completing this transaction.

3. Closing

3.1 This Agreement will be completed, and approved by the CFN Council, and legal transfer of ownership will occur on _____ (the "Closing Date").

4. CFN Housing Policy

4.1 The provisions of the CFN Housing Policy (the "Housing Policy") that address privately-owned homes and impose obligations on homeowners forms part of and applies to this Agreement.

4.2 For certainty, the obligations referenced in section 4.1 apply to the Buyer in relation to the Residential Home.

4.2 By signing this Agreement, the Buyer acknowledges his or her obligations that are contained in the Housing Policy.

5. Insurance

5.1 In addition to the insurance requirements imposed by the Custom Allocation Agreement, the Buyer must secure and maintain insurance for the replacement value of the Residential Home that includes coverage for all perils. The Buyer is encouraged to purchase and maintain contents insurance for the Residential Home.

CFN is not responsible for any loss incurred by the Buyer or any other person related to the Residential Home under any circumstances, including, but not limited to theft and natural disaster.

5.2 The insurance obligations imposed under section 5.1 may be modified by the terms of a Security & Indemnity Agreement between the Buyer and CFN.

6. Closing

6.1 The risk of loss or damage to the Residential House lies with the CFN Council until the Closing Date. Upon the Closing Date, all risk to the Residential House becomes the responsibility of the Buyer, and it will be up to the Buyer to provide insurance on the Residential House that complies with section 5 of this Agreement, or any additional insurance obligations imposed in the Housing Policy.

7. Conditions

7.1 Band Member (Buyer) conditions (without restricting the application of the applicable provisions of the Housing Policy or the Custom Allocation Agreement):

- a) After the Closing Date, the Buyer is responsible for all risks and maintenance of the Residential House, including (without limiting the generality of the foregoing), all structural, electrical, plumbing and other repairs or replacements, and the CFN will have no further obligation or liability in relation to the Residential House;
- b) The Homeowner will maintain the Residential House to all health and safety standards;
- c) The Homeowner will maintain the property upon which the Residential House is located, will ensure that no derelict vehicles or unwanted materials be accumulated in or around the home.

5.2 CFN Council conditions:

- a) All BCRs and land tenure issues are dealt with promptly by CFN Council for full transfer of the Residential House.

8. Offer

The Buyer offers to buy the Residential House according to the terms of this Agreement for consideration of one dollar (\$1.00).

In consideration of one dollar (\$1.00) the CFN Council transfers all claims to ownership of the house located at _____ to _____.

SIGNED AND DATED at CFN, BC on _____.

Buyer

Buyer

Witness

ACCEPTANCE

The CFN Council accepts the Buyer's offer and agrees to sell the Residential House for the noted consideration according to the terms of this Agreement.

SIGNED AND DATED at CFN, BC on _____.

(CFN Chief or Councillor)

Witness

APPENDIX 16 – CUSTOM ALLOCATION AGREEMENT

CFN

Custom Allocation Agreement for Residential Purposes

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

Between:

Couchiching First Nation (“**CFN**”), 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 (insert address)

(“**CFN**”)

And:

[Name] _____,

[occupation] _____,

of

[address] _____.

(“**Member**”)

being collectively the parties (“**Parties**”) to this Agreement.

BACKGROUND FACTS

- A. The Band Members of CFN hold a collective interest in all those lands set apart by Canada for the use and benefit of CFN now and in the future, including those lands known as CFN Indian Reserve No. XX (“**Reserve**”);
- B. CFN 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 CFN customs and traditions, CFN’s duly elected Council exercise control over the use and occupation of CFN’s Reserve, and are responsible for ensuring that those lands are preserved for the benefit of present and future generations;
- D. The Member [choose applicable situation: is eligible to obtain a Custom Allocation through the operation of a Rent-to-Own Agreement for that portion of the Reserve known and described as ... **OR** has applied for the exclusive right to use and occupy that portion of the Reserve known and described as]: **[insert legal description of Lot.]** ... **OR** has or will

transfer to CFN the Member's certificate of possession for the Lot in accordance with a Security & Indemnity Agreement for that portion of the Reserve known and described as]:
[insert legal description of Lot.]

_____ (the
"Lot").

- E. The Lot is subject to the following encumbrances:

- F. On the day on which [choose one: the Member exercised his or her option to purchase the Rent-to-Own Unit located on the Lot **OR** the Member's application was received by the CFN Land Management Department **OR** the Member agreed to provide the Member's certificate of possession to CFN in accordance with a Security & Indemnity Agreement], the following buildings and improvements were on the Lot:

_____;

- G. [Include if Member has legal ownership of home on the Lot: The Member has legal ownership of a home on the Lot as evidenced by a Certificate of Home Ownership.]

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 In 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 First Nations artifact of archaeological, historical or cultural interest.

“Authority” means any one, or any combination of, CFN, 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.

“Breach Notice” means a notice of breach addressed under section 11.2.

“Construction Plan” includes the plans and other construction or renovation proposals required to build Improvements under Part IV of the 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 Council of CFN or any successor elected government of CFN.

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

“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 the *Contaminated Sites Regulation*, BC Reg 375/96 for the more stringent of residential or agricultural uses;
- (c) the level set out in any CFN Laws for the more stringent of residential or agricultural uses; or
- (d) 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.

“Housing Policy” means the CFN Housing Policy.

“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 a Custom Allocation under section 2.1.1.

“Member” means the CFN Band 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 CFN Indian Reserve No. ____.

"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.

"CFN" means CFN, an Indian Band within the meaning of s. 2 of the *Indian Act*, R.S.C. 1985, c. I-5, as amended.

"CFN Band Member" means an individual whose name appears on the CFN Band Membership List;

"Security & Indemnity Agreement" means the form of CFN's Security & Indemnity Agreement in use at the applicable time governing the terms of CFN's consent to a loan guarantee for a loan sought by a Member.

"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 CFN receives a signed, sealed certificate from an architect or engineer who is registered and licensed in British Columbia 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; and
- (b) any work remaining to be completed is capable of being done at a cost of not more than 3% of the first \$500,000, 2% of the next \$500,000, and 1% of the balance of the value of the Improvements at the time this cost is calculated.

"Term" means the term of this Agreement as set out in section 10.

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

2 THE CUSTOM ALLOCATION

- 2.1.1 CFN grants to the Member, and the Member accepts from CFN, 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 ("Custom 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 Custom Allocation to the Member is subject to the terms and conditions of this Agreement and to any applicable Laws including any applicable Environmental Laws, CFN laws, by-laws and CFN land use policies.
- 2.1.4 The Member further acknowledges and agrees that the Custom 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 CFN may grant an easement (common law or statutory) on the Lot to any Authority if the easement has no material adverse effect on the Permitted Uses. On being given written notice of the easement by CFN, the Member will promptly execute and deliver to CFN 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 [include the following words if applicable: 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 CFN, 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 if 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 CFN 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 must not abandon the Premises at any time during the Term without the prior written consent of CFN.
- 3.4.2 The Premises will be deemed to be abandoned if they are unoccupied for 30 or more consecutive days without CFN'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 CFN laws or, if none exist, with the *Heritage Conservation Act*, R.S.B.C. 1996, Chapter 187, 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 CFN 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 Custom Allocation to a single CFN Band Member or to two CFN Band Members who are Spouses.
- 4.1.2 A transfer of the Custom Allocation to a CFN Band Member or CFN Band Member Spouses will be invalid unless CFN provides written consent to the transfer, and the proposed assignee(s) execute(s) a custom allocation agreement with CFN, which agreement may include any further covenants that CFN reasonably considers advisable.
- 4.1.3 CFN 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 Custom Allocation grants only a right to use and occupy the Premises and does not include title. However, the Member may apply to CFN for a loan guarantee in accordance with the CFN Housing Policy if the Member has title to a home on the Lot.
- 4.2.2 CFN’s consent to the loan guarantee referenced in section 4.2.1 will be evidenced by a written agreement between CFN and the Member substantially in the form of CFN’s Security & 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 & 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 CFN 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 CFN 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 CFN official receipts of the Authority or other evidence satisfactory to CFN confirming payment of any taxes and/or fees.
- 5.2.3 On notice from CFN, the Member will promptly deliver to CFN, an Authority, or both, written authorization for CFN 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 getting CFN'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 CFN,

any such work must comply with Part VI of the CFN Housing Policy (Funding For Home Ownership).

6.2 Process for CFN's Consent to the Construction Plan

- 6.2.1 The Member must give a Construction Plan for any proposed Improvements to CFN for CFN's consent.
- 6.2.2 After CFN reviews the Construction Plan, CFN will notify the Member of any changes that CFN reasonably requires to the Construction Plan. The Member must then change the Construction Plan and re-submit it to CFN for further review under this article. This process may continue until CFN consents.
- 6.2.3 CFN 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 CFN's judgment or expertise when CFN reviews the Construction Plan, the Member hereby releases CFN 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 CFN'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 permit. 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 CFN, the Member will promptly deliver to CFN:
 - (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 CFN but subject to the terms of an applicable Security & Indemnity Agreement, title to any Improvements constructed during the Term vests with the Member during the Term.

6.8.2 Upon any termination of this Agreement and subject to the terms of an applicable Security & Indemnity Agreement, title to the Improvements will vest absolutely in CFN with the exception of a home located on the Lot for which the Member has legal ownership.

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 CFN;

(b) this Agreement will not be deemed to have ended;

(c) the Member is not allowed to surrender occupation of the Lot except with the prior written consent of CFN; and

(d) the Member must restore the Premises to its former state.

7 INSURANCE

7.1 Required Insurance

7.1.1 Throughout the Term and any other time the Member occupies 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) Subject to a Security & Indemnity Agreement that provides CFN will maintain this category of insurance, 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 CFN may reasonably require.

7.2 Insurance Provisions

- 7.2.1 Any conflict between the Insurance provisions in this Agreement and under a Security & Indemnity Agreement entered into by the Member and CFN, the applicable insurance provisions in the Security & Indemnity Agreement will apply for the duration of the Security & Indemnity Agreement.
- 7.2.2 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.
- 7.2.3 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 CFN reasonably requires. The Insurance must not include any non-standard, special, or unusual exclusions or restrictive endorsements without the prior written consent of CFN.
- 7.2.4 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 CFN;
 - (b) contain a prohibition against cancellation or material change that reduces or restricts the Insurance without first giving CFN at least 30 days prior written notice;
 - (c) contain a waiver in respect of the interests of CFN, where CFN 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 CFN to recover; and
 - (e) be in a form and with insurers satisfactory to CFN.
- 7.2.5 If any Insurance policy contains a co-insurance provision, then:
- (a) the Member will at all times maintain sufficient Insurance to prevent CFN 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 CFN 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 CFN 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 CFN 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 CFN's other rights under this Agreement and without liability to CFN, CFN may enter the Premises, if necessary, and rectify the condition so that the Insurance is maintained or renewed. CFN's expenses under this section are Fees.

7.4 Policies and Certificates

- 7.4.1 The Member will deliver to CFN 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 CFN 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 CFN or CFN'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 CFN

- 7.6.1 If the Member fails to get or keep any required Insurance, then CFN may get and keep such Insurance in such amount with such deductibles and for such period as CFN deems advisable, and CFN's expenses under this section are Fees, and the Member's failure to comply with the insurance covenant will nevertheless constitute a breach within the meaning of section 11.2.1 of 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 CFN 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 CFN 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 CFN 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 CFN 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 CFN evidence satisfactory to CFN confirming the removal to the satisfaction of CFN 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 CFN, regardless of any degree of affixation of the Contaminants on the Premises.

8.5 Environmental Screening and Remediation

8.5.1 CFN 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 CFN.

8.6 Environmental Indemnity

8.6.1 Without limiting Article 14, losses or expenses (including legal fees on a solicitor-client basis) incurred by CFN, 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 constitute Fees under this Agreement.

8.7 Survival of Article

8.7.1 This article survives the termination of this Agreement.

9 CFN'S ACCESS TO THE PREMISES

9.1 Inspection

9.1.1 CFN 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 CFN 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 CFN 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 CFN.

10 TERM

[Keep section 10.1.1 and delete section 10.1.2 if the Custom Allocation is granted to a Member in accordance with the satisfaction of Rent-to-Own Agreement terms or upon the Member's application for the use and occupation of land]

10.1.1 The Member's Custom Allocation starts on the ____ day of _____, 20____, and continues for an indefinite term ("Term") subject to this Agreement.

[Keep section 10.1.2 and delete section 10.1.1 if the Custom Allocation is granted to a Member while the Member's certificate of possession is being held by CFN as security in accordance with a Security & Indemnity Agreement]

10.1.2 The Member's Custom Allocation starts on the ____ day of _____, 20____, and subject to section 11.1.1, continues until CFN transfers to the Member the certificate of possession for the Lot in accordance with the Security & Indemnity Agreement.

10.1.3 The Member may terminate this Agreement at any time by providing 90 days written notice to CFN and such notice must specify the date on which the Member will vacate the Premises.

10.1.4 CFN may terminate this Agreement at any time for default or breach of this Agreement in accordance with the terms of this Agreement.

11 BREACH AND TERMINATION

11.1 Breach of a Security & Indemnity Agreement

11.1.1 If the Member is a party to a Security & Indemnity Agreement related to the Premises, CFN is entitled to terminate this Agreement immediately with written notice if the Member

(a) defaults on the applicable loan; or

(b) otherwise breaches the Security & Indemnity Agreement and fails to resolve the breach as required in the agreement.

11.1.2 CFN is not required to issue a Breach Notice for a breach described under this section 11.1 before terminating this Agreement.

11.2 Breach Notice

- 11.2.1 Subject to section 11.1.2, 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 CFN may deliver a Breach Notice to the Member.
- 11.2.2 If CFN delivers a Breach Notice to the Member under this section 11.2 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 CFN may immediately terminate this Agreement with written notice to the Member.
- 11.2.3 If CFN delivers a Breach Notice to the Member under this section 11.2 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 CFN may, by written notice to the Member immediately terminate this Agreement.
- 11.2.4 If CFN delivers a Breach Notice to the Member under this section 11.2 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 CFN, CFN may undertake the performance of any necessary work in order to complete such covenants of the Member. CFN has no obligation to complete such work.
- 11.2.5 CFN is not liable for any of the Member's losses or expenses because of CFN's curing of, or attempt to cure, the breach.
- 11.2.6 CFN'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 CFN terminates this Agreement in accordance with the terms set out in this article 11, then, subject to sections 11.3.2 and 11.3.3:
- (a) the Custom 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 CFN will be considered to have re-entered the Premises without any requirement for CFN to physically re-enter the Lot, start any legal proceeding, or do anything else;

- (b) the Member will promptly and peaceably surrender to CFN 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, CFN 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 If CFN is satisfied that the Member can demonstrate legal ownership of any Improvements on the Lot, then, upon termination of this Agreement in accordance with the terms set out in this article 11,

- (a) the Member is entitled to remove the Improvements from the Lot within a reasonable time after this Agreement ends; or
- (b) at the request of the Member, CFN will purchase the Improvements from the Member for a price based on an independent appraisal that determines the price an eligible buyer would reasonably be expected to pay a seller for comparable Improvements, taking into account that the Improvements are located on Reserve.

11.3.3 On written notice from CFN given within a reasonable time after this Agreement ends, the Member will promptly:

- (a) remove any Improvements that CFN notifies the Member to remove that are not addressed under section 11.3.2;
- (b) fix all damage to the Premises caused by the removal of Improvements authorized under paragraph (a) and section 11.3.2; 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 CFN to the reasonable satisfaction of CFN.

11.3.4 If the Member fails to comply with a notice under section 11.3.3, then CFN 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. CFN's expenses under this section 11.3.4 are Fees.

11.3.5 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 CFN and only to perform any of the Member's obligations that survive after this Agreement ends. The Member is not in possession or otherwise entitled to occupy the Premises because of any activities conducted for this purpose.

12.1.2 This article 12 survives after any termination of this Agreement.

13 EXPROPRIATION

13.1 CFN's Expropriation Power

13.1.1 Notwithstanding anything else in this Agreement, CFN may expropriate the Custom Allocation, including all or part of the Premises, for a necessary community purpose that is intended to provide a facility, benefit or support for CFN Band 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 CFN may only expropriate the Custom Allocation if, in CFN'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 CFN 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 CFN property.

13.3 Compensation

13.3.1 CFN will provide fair and reasonable compensation to the Member for the expropriation as set out in this section 13.3.

13.3.2 If there are reasonably available Reserve lands, CFN 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 CFN.

13.3.3 The Member is also entitled to compensation for the value of any Improvements made to the Lot during the term of this Agreement. Compensation must take one of three forms, as selected by the Member:

- (a) a replacement lot containing Improvements of comparable value, where CFN 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 section 13.3.3 will be estimated at CFN's expense by a qualified appraiser, jointly selected by CFN 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 CFN 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 CFN may recover any amount payable by the Member under this section as a debt owed to CFN.

14.1.4 This article survives any termination of this Agreement.

15 INDEMNIFICATION

15.1.1 The Member will indemnify and save harmless CFN and CFN'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 CFN 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 CFN 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 British Columbia (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, R.S.B.C. 1996, Chapter 55.

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:

To CFN:	To the Member:

- 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 this Agreement and the remainder of this 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 of this Custom Allocation in the context of the Indian Act.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

17.11 CFN's Contracting Authority

17.11.1 The Council, on behalf of CFN, at a duly convened meeting held on _____ 20XX and by a duly executed Band Council Resolution

(a) consented to the terms of a custom allocation agreement substantially in the form of this Agreement; and

(b) authorized its signatory to allocate portions of the Reserve through custom allocation agreements to Members on its behalf.

IN WITNESS WHEREOF these Parties have executed this Agreement in _____, (insert province), on _____, 20XX.

Witnessed by me at _____)
in the Province of British Columbia this)
_____ day of)
_____, 20____.)

Witness

CFN Authorized Signatory

Name
Title

Witnessed by me at _____)
in the Province of British Columbia this)
_____ day of)
_____, 20____.)

Witness

Member

Schedule "A"- Environmental Screening Report

[insert environmental screening report for the Lot]

Schedule "B" - Band Council Resolution for Custom Allocation

[template]

WHEREAS:

- A. CFN 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;
- B. In accordance with CFN customs and traditions, Council exercises control over the use and occupation of CFN's Reserve, and are responsible for ensuring that those lands are preserved for the benefit of present and future generations;
- C. Band Member (Full Name), Band # (xxx) (the "Member") is eligible to obtain a Custom Allocation through the operation of [choose one: a Rent-to-Own Agreement for that portion of the Reserve known and described as ... OR has applied for the exclusive right to use and occupy that portion of the Reserve known and described as ... OR has or will transfer the Member's certificate of possession to CFN in accordance with a Security & Indemnity Agreement for that portion of the Reserve known and described as]: **[insert proper legal description of Lot.]**
- D. The Member has requested or applied for a Custom Allocation for the Lot.

NOW THEREFORE BE IT RESOLVED:

1. That the Council of CFN grants a Custom Allocation to the Member for the Lot subject to the terms and conditions set out in the Custom Allocation Agreement for the Lot enclosed with this Band Council Resolution (the "Custom Allocation Agreement");
2. Council authorizes a member of Council or the CFN's Band Manager to sign the Custom Allocation Agreement on behalf of CFN.

APPENDIX 17- CERTIFICATE OF HOME OWNERSHIP

CFN CERTIFICATE OF HOME OWNERSHIP

Name of Owner(s):

Address of Owner: _____

CFN,

2027 R.R. #2

Fort Frances, ON P9A 3M3

“Residential House”: the Residential Buildings located at # Street, CFN, I.R. # __, Fort Frances, Ontario

This is to certify that on the __ day of _____, 20____, the person(s) set out above are registered as the Legal Owner(s) of the Residential House.

CFN [**select one:** has granted OR will grant] the Buyer the exclusive right to use, occupy and enjoy the lands underlying the Residential House (the “Lands”) subject to the terms of [**select applicable instrument:** a Custom Allocation Agreement (“Custom Allocation Agreement”). For certainty, the Custom Allocation Agreement does not grant to the Buyer legal possession of the Lands OR a certificate of possession].

SIGNED AND DATED by the CFN at CFN, Fort Frances, Ontario.

CFN Chief or
Councillor

CFN Chief or
Councillor

APPENDIX 18– SECURITY & INDEMNITY AGREEMENT

[USING CERTIFICATE OF POSSESSION AS SECURITY]

SECURITY & INDEMNITY AGREEMENT

SECURITY: CERTIFICATE OF POSSESSION

Couchiching First Nation

Security and Indemnity Agreement

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

Between:

COUCHICHING FIRST NATION, 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 2027 R.R. #2, Fort Frances, ON P9A 3M3 ("CFN")

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 CFN band members]* _____, is a/are member(s) of CFN.
- B. ~~[delete if inapplicable]~~ The Borrower, *[insert name of non-band member spouse]* _____, is the non-member spouse of _____ and is the co-applicant on the Loan.
- C. The Borrower has applied for a Loan to ~~[select one: build a new home, renovate an existing home, purchase a home, or refinance a home]~~ the Home that ~~[select one: is / will be]~~ the principal residence of the Borrower and is located at on CFN reserve lands legally described as ~~[legal description of land/parcel]~~ (the "Land").

~~[For a home purchase, keep Recital D and delete Recital E]~~

- D. Upon completion of the purchase, the Borrower will have a legal right of possession to the Land pursuant to section 20 of the *Indian Act*, R.S.C. 1985, c. I-5, as amended, evidenced by the Certificate of Possession.

~~[For construction, renovation or refinance, delete Recital D and keep Recital E]~~

E. The Borrower has a legal right of possession to the Land pursuant to section 20 of the *Indian Act*, evidenced by the Certificate of Possession.

F. The Lender requires CFN to guarantee the Loan as security for the Loan before the Lender will grant the Loan to the Borrower.

Therefore, in consideration of the mutual promises set out in this Agreement and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement,

"Certificate of Possession" has the same meaning provided in the *Indian Act* and refers to the Borrower's Certificate of Possession or the Certificate of Possession to which the Borrower will receive following the completion of a home purchase;

"Custom Allocation" means the exclusive right to use and occupy a portion of CFN Reserve land in accordance with the terms of a custom allocation agreement;

"Custom Allocation Agreement" means the custom allocation agreement attached that grants the Borrower a Custom Allocation of the Land attached as Schedule "C";

"Home" means the principal residence of the Borrower that is located on the Land and that will be [select one: built, renovated, purchased or refinanced] with the Loan funds;

"Improvements" has the meaning given at section 4.5(a);

"Indian Act" means the *Indian Act*, R.S.C. 1985, c. I-5, as amended;

"Land" means the lands legally described as [set out legal description of land];

"Lender" means the [identify the bank/lender];

"Loan" means the financing for which the Borrower has applied from the Lender to [select one: build a new home, renovate an existing home, purchase a home, or refinance a home] the Home;

"Loan Guarantee" means a loan guarantee provided by CFN to satisfy the Lender's requirements for the Loan;

"Property" means the Land and the Improvements (including the Home);

"Term" means the term of this Agreement described at section 17.1;

"CFN Laws, Bylaws and Policies" means all applicable CFN Laws, Bylaws and Policies, and amendments to such bylaws and policies, approved by Council from time to time.

2.0 APPLICATION OF HOUSING POLICY

- 2.1 The Borrower acknowledges that they have read, or has had read to them, and understood the CFN Housing Policy, which forms part of this Agreement, and the Borrower agrees to be bound by both the terms of this Agreement and CFN Housing Policy, amended from time to time. In the event of any inconsistency between CFN Housing Policy and this Agreement, this Agreement prevails.

3.0 LOAN GUARANTEE

[For a home purchase, keep section 3.1 and delete section 3.2]

- 3.1 Upon execution of this Agreement and on condition that the Borrower has completed the transfer under sections 4.1 and 4.2, CFN Council will issue the band council resolution

substantially in the same form as set out at Schedule "A" to this agreement confirming the Loan Guarantee to the Lender.

[For home construction, renovation or refinance, delete section 3.1 and keep section 3.2]

- 3.2 Upon execution of this Agreement and on condition that the Borrower has completed the transfer under sections 4.3 and 4.4 and the transfer has been approved by the Minister of Indigenous Services Canada, the CFN Council will issue the band council resolution attached as Schedule "A" to this agreement confirming the Loan Guarantee to the Lender.

4.0 SECURITY: CERTIFICATE OF POSSESSION AND POWER TO REVOKE RIGHT OF USE AND OCCUPATION OF THE PROPERTY

[For a home purchase, keep sections 4.1-4.2 and delete sections 4.3-4.4]

- 4.1 The Borrower acknowledges and confirms
- a. they have completed and executed such forms and documents as are required by Indigenous Services Canada to effect the transfer to CFN of the Borrower's right of possession to the Land pursuant to section 24 of the *Indian Act*; and
 - b. they have provided such forms and documents to CFN on condition that CFN will not submit the forms and documents to the Minister until the purchase has been completed.
- 4.2 It is a condition of this Agreement that immediately upon completion of the purchase by the Borrower, the Borrower must do such further things and take such further steps as are required to complete the transfer of the Borrower's right of possession to the Land to CFN, and CFN will hold the Certificate of Possession as continuing security for the Loan Guarantee and to secure the performance of the Borrower's further obligations under this Agreement.

[For a home construction, renovation or refinancing, delete sections 4.1-4.2 and keep sections 4.3-4.4]

- 4.3 The Borrower acknowledges and confirms they have transferred to CFN their right of possession to the Land pursuant to section 24 of the *Indian Act* by executing such forms as are required by Indigenous Services Canada to effect the transfer of the Certificate of Possession, and the transferred Certificate of Possession will constitute continuing security for the Loan Guarantee and secure the performance of obligations under this agreement.
- 4.4 It is a condition of this Agreement that the Borrower must do such further things and take such further steps as are required to complete the transfer of the Borrower's right of possession to the Land to CFN, and CFN will hold the Certificate of Possession as continuing security for the Loan Guarantee and to secure the performance of the Borrower's further obligations under this Agreement.
- 4.5 It is a condition of this Agreement that the Borrower must sign the Custom Allocation Agreement which will govern the Borrower's use and occupation of the Land for the Term.

- 4.6 The Borrower acknowledges and agrees that
- a. the Home, any other Improvements on the Land, including Improvements made to the Land during the Term of this Agreement, will become fixtures on the Land and may not be removed or destroyed until the Term of this Agreement ends;
 - b. the Land is CFN reserve land; and
 - c. the Borrower's right to use and occupy the Property is subject to the terms and conditions of this Agreement, the Custom Allocation Agreement and to the CFN Laws, Bylaws and Policies.
- 4.7 Except if this Agreement provides otherwise, if the Custom Allocation Agreement and this Agreement address the same subject, e.g. maintenance obligations for Improvements, both obligations will apply unless there is an inconsistency, in which case, the more stringent of the obligations will apply.

5.0 LOAN DISCHARGE

- 5.1 Upon receiving confirmation from the Lender that the Borrower has repaid the Loan's principal, any interest and any applicable fees or charges sufficient to discharge the Loan, and subject to the Borrower having complied with all the terms and conditions of this Agreement, CFN will take such steps as are necessary and execute such forms as are required by Indigenous Services Canada to transfer the right to possession of the Land back to the Borrower pursuant to section 24 of the *Indian Act*.
- 5.2 The Borrower acknowledges and agrees that the transfer under section 5.1 is subject to approval by the Minister of Indigenous Services Canada, and to the Borrower being a CFN band member.
- 5.3 Upon completion of the transfer under section 5.1,
- a. the Borrower will be entitled to lawful possession of the Property; and
 - b. the Custom Allocation Agreement will terminate.

6.0 REPRESENTATIONS OF THE BORROWER

- 6.1 The Borrower represents and warrants that all information set out in this Agreement is correct.
- 6.2 The Borrower represents and warrants that they are/will be the sole legal and beneficial holder of the right of possession to the Land and that there are no existing encumbrances on the Land other than such permitted encumbrances set out in Schedule "B" to this Agreement.
- 6.3 The Borrower represents and warrants that there are no material adverse facts or circumstances or changes in financial condition undisclosed to CFN which may

materially adversely affect CFN, or the Borrower's prospects or ability to observe and perform all obligations in this Agreement.

- 6.4 The Borrower warrants that this Agreement has been properly authorized and constitutes a legally valid and binding obligation of the Borrower in accordance with its terms.

7.0 RIGHTS AND OBLIGATIONS OF BORROWER

General Rights and Obligations

- 7.1 The Borrower is entitled to the exclusive use and occupation of the Land for the Term in accordance with this Agreement.
- 7.2 The Borrower must not remove the Home from the Land.
- 7.3 The Borrower must pay all applicable taxes in respect of the Property and the Loan.
- 7.4 The Borrower must obey all CFN Laws, Bylaws and Policies and all laws and policies that apply to the Loan and Lender.
- 7.5 The Borrower may only use the Loan funds for the purpose of [select one: constructing / renovating / purchasing] the Home in accordance with CFN's laws, bylaws and policies and the Lender's requirements.
- 7.6 The Borrower must pay the obligations when due and in accordance with the Loan agreement with the Lender.

Preservation of the Land and Home

- 7.7 The Borrower must maintain the Property in a condition and state of repair that preserves the value of the Property, reasonable wear and tear excluded, and in compliance with CFN's laws, bylaws and policies.
- 7.8 The Borrower is solely responsible for all maintenance and repairs as may be required to maintain the Property in the condition required in section 7.7.
- 7.9 The Borrower must not commit or permit damage to or destruction of the Property, including without limitation, environmental contamination.
- 7.10 The Borrower is solely responsible for any repairs or remediation of the Property required because of the Borrower's negligence or intentional conduct in violation of section 7.9.

If Applicable [Select one: Constructing or Renovating] the Home (if not applicable, delete sections 7.11-7.13):

- 7.11 The Borrower must obtain the prior written consent of CFN
- a. prior to selecting a contractor; and
 - b. as required under Article 6 of the Custom Allocation Agreement.

- 7.12 The Borrower must ensure that the [select one: construction or renovation] proceeds promptly and in compliance with all applicable construction and building laws, standards, codes and best practices and in accordance with the terms of the Loan and the Custom Allocation Agreement.
- 7.13 If the Borrower fails to comply with section 7.12, CFN may make any arrangements and take any steps it deems necessary, acting reasonably, to correct any such non-compliance and the Borrower will indemnify CFN and repay any reasonable costs incurred by CFN as a result of any actions taken under this clause.

Failure to Comply

- 7.14 The Borrower's failure to comply with the Borrower's obligations under this Article 7.0, including failure to indemnify CFN and repay any costs pursuant to section 7.13, constitutes breach of this Agreement.

8.0 SALE OF PROPERTY

- 8.1 The Borrower must not sell or dispose of any part of the Property except with the express written consent of CFN and the Lender.

9.0 ENCUMBRANCES

- 9.1 Nothing will be done by the Borrower to encumber the Property.
- 9.2 The Borrower must keep prior permitted encumbrances, if any, in good standing.

10.0 INSURANCE

- 10.1 The Borrower must purchase and maintain the following insurance coverage until the Loan's principal and any interest is repaid in full and this Agreement ends in accordance with section 17.1:
- a. house insurance in an amount not less than full replacement value of the Home;
 - b. 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 Property in an amount of at least \$2,000,000 per occurrence, or another amount satisfactory to CFN;
 - c. life insurance in an amount sufficient to cover the Loan amount.
- 10.2 The Borrower is encouraged to purchase and maintain contents insurance.
- 10.3 For the period over which any construction occurs, the Borrower must or cause to be purchased and maintain or cause to be maintained construction insurance in a form and an amount satisfactory to CFN.
- 10.4 The Borrower must ensure that all insurance policies required under this Agreement:

- a. name CFN as an additional insured, with loss payable to CFN after the Lender, and contain a waiver of any subrogation rights that the insurers may have against CFN; and
 - b. provide that CFN will be notified in the event of arrears, default, cancellation or threat of cancellation.
- 10.5 The Borrower must provide insurance policies to CFN that demonstrate compliance with sections 10.1 to 10.4 of this Agreement.
- 10.6 If the Borrower fails to comply with the insurance requirements set out in this Agreement, CFN may obtain such insurance and charge the Borrower for the cost of the premiums as additional fees under this Agreement.
- 10.7 It is the sole responsibility of the Borrower to purchase and maintain adequate insurance. In the event of damage or loss of the Property, CFN will not be responsible for the repair or replacement of the Property under any circumstances.
- 10.8 Without limiting the Borrower's responsibility under section 10.7, if the Borrower fails to comply with the insurance requirements set out in this Agreement, CFN may obtain such insurance and charge the Borrower for the cost of the premiums as additional fees under this Agreement.
- 10.9 The Borrower may not do anything, or fail to do anything, that will void the insurance required under this Agreement, otherwise cause it to be cancelled.
- 10.10 The Borrower's failure to comply with the provisions of this Article 10.0, including failure to pay any fees to CFN pursuant to section 10.6, constitutes breach of this Agreement.

11.0 NON-MEMBER BORROWER / CO-APPLICANT

- 11.1 If a Borrower is not a band member of CFN, that non-band member Borrower hereby acknowledges that he or she has no present or future possessory interest in the Property. The non-band member Borrower further agrees that any other interest that he or she holds in the Property ranks second in priority to CFN's interests in the Property.
- 11.2 Section 11.1 survives the termination of this Agreement.

12.0 ASSIGNMENT

- 12.1 The Borrower must 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 CFN, and any assignment or transfer made without that consent is void.

13.0 SUCCESSORS

- 13.1 CFN may treat the death of the Borrower as a breach of this Agreement except as follows:
 - a. The Borrower has sufficient life insurance to pay out the Loan and has provided

CFN with a copy of the Borrower's will in advance and in writing identifying the applicable beneficiary to receive the Certificate of Possession, in which case, upon discharge of the Loan, CFN will transfer the Certificate of Possession to the beneficiary, if he or she is a CFN band member and is otherwise entitled and eligible to hold a Certificate of Possession in accordance with CFN Laws, Bylaws and Policies; or

- b. if there is insufficient life insurance to pay out the Loan, the Borrower has provided CFN with a copy of the Borrower's will in advance and in writing identifying the applicable beneficiary to receive the Certificate of Possession, in which case, if the Lender consents to assign the Loan to the beneficiary, CFN will assign this Agreement to the beneficiary if the beneficiary is a CFN band member, is otherwise entitled and eligible to hold a Certificate of Possession in accordance with CFN Laws, Bylaws and Policies, and consents to and qualifies for assignment of this Agreement and enters into a custom allocation agreement with CFN.

- 13.2 For the purpose of section 13.1, the Borrower's beneficiary may be a single CFN band member or two CFN band members who are spouses.

14.0 DEFAULT / BREACH /TERMINATION

Events Constituting Breach of this Agreement

- 14.1 It is a breach of this Agreement if the Borrower:
- a. defaults on the Loan;
 - b. breaches any provision of this Agreement;
 - c. fails to comply with or breaches the CFN Housing Policy;
 - d. becomes insolvent or bankrupt;
 - e. subject to section 13.0, dies.
- 14.2 If any warranty or representation of the Borrower made in this Agreement is or becomes untrue, it is a breach of this Agreement.

Borrower's Obligation to Notify

- 14.3 The Borrower must immediately notify CFN if the Borrower is more than five (5) days late on a Loan payment or if the Borrower defaults on the Loan.

Effect of Breach

- 14.4 A default on the Loan by the Borrower constitutes a breach of this Agreement. If the Borrower does not remedy the default in the time provided by the Lender, CFN is entitled to terminate this Agreement with written notice to the Borrower.
- 14.5 In the event of any breach of this Agreement other than a default on the Loan, CFN 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, CFN may immediately terminate this Agreement with written notice to the Borrower.
- 14.6 If CFN terminates this Agreement in accordance with section 14.4 or 14.5, then:
- a. the Borrower's right to occupy the Property will terminate 30 days after written notice provided by CFN without re-entry or any other act or legal proceeding and CFN may re-enter the Property and possess and enjoy it as if this Agreement had not been made;
 - b. the Borrower must peaceably surrender to CFN the Property in the condition the Property were required to be kept under this Agreement;
 - c. without limiting the generality of the foregoing, CFN will retain all rights, titles and interests in the Property and may sell, transfer, convey, lease, rent or otherwise dispose of the Property, free and clear of any claim by the Borrower; and
 - d. for certainty, CFN will retain possession of the Certificate of Possession.
- 14.7 If the Property is surrendered to CFN and it is not in the condition required under this Agreement, CFN may repair or restore the Property prior to any sale with costs payable by the Borrower.
- 14.8 Sections 14.6 and 14.7 survive the termination of this Agreement.

15.0 COST RECOVERY

- 15.1 CFN is entitled to recover from the Borrower all the expenses that it reasonably incurs because of any breach of this Agreement by the Borrower whether or not CFN terminates this Agreement, including administrative costs and legal expenses.
- 15.2 The Borrower agrees that CFN may recover its costs by all available means, including:
- a. sale or rental of the Property, if this Agreement is terminated;
 - b. deductions from any amount owing by CFN 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.

15.3 Section 15.2 survives the termination of this Agreement.

16.0 INDEMNIFICATION

16.1 The Borrower indemnifies and saves harmless CFN from any and all liabilities, fines, suits, claims, costs or expenses CFN 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 Property, the Borrower's performance or breach of a section of this 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.

16.2 Section 16.1 survives the termination of this Agreement.

17.0 TERM

17.1 This Agreement will remain in full force and effect until either:

- a. CFN receives written confirmation from the Lender that the Loan is repaid in full and discharged, all other terms of this Agreement have been complied with, and CFN issues a band council resolution releasing the Borrower from further obligations in accordance with 5.1; or
- b. CFN terminates this Agreement under section 14.4 or 14.5.

18.0 CFN'S RIGHTS

18.1 If CFN gives the Borrower at least 48 hours prior written notice, CFN may enter and inspect the Property to determine whether the Borrower is complying with this Agreement and CFN Bylaws and Policies.

18.2 In addition to the rights granted in this Agreement, CFN may enforce any other rights and remedies it may have at law or in equity.

18.3 CFN may do anything the Borrower is required to do or take any steps or pay any monies as may be reasonably necessary to preserve, protect or repair the Property, at any time the Borrower fails to do so without waiving any other rights or remedies available to CFN under this Agreement, at equity or at law. All costs and expenses incurred by CFN under this section are payable by the Borrower (with interest until paid) and secured by the Property.

18.4 All of CFN's rights and remedies are cumulative and one or more of these rights may be exercised independently or in combination from time to time.

18.5 CFN's waiver of, delay or failure to enforce any of CFN's rights or breach or default of the Borrower to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing breach or default, whether similar or dissimilar, and does not in any way release the Borrower from any obligation under this Agreement.

19.0 MATERIAL CHANGES IN INFORMATION

- 19.1 The Borrower must notify CFN promptly of:
- a. any material changes to the information contained in this Agreement (including the attached Schedules) relating to the Borrower, Property or Loan, including any address change;
 - b. the details of any change to name of the Borrower;
 - c. the details of any claims or litigation affecting the Borrower or Property;
 - d. the details of any change to the terms of the Loan;
 - e. any loss of or damage to the Property; and
 - f. any default by any account Borrower in its obligations with respect to the Property.

20.0 REGISTRATION

- 20.1 CFN will register an executed copy of this Agreement and all transfers of the Land made pursuant to this Agreement in the Indian Land Registry System.

21.0 NOTICE

- 21.1 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. In accordance with section 19.1, 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.

22.0 GENERAL PROVISIONS

- 22.1 Time is of the essence in this Agreement.
- 22.2 This Agreement will be governed by and construed in accordance with the laws of Ontario and Canada.
- 22.3 Any amendment to this Agreement will be made in writing, executed by all Parties and attached as an addendum to this Agreement.
- 22.4 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.
- 22.5 Any reference in this Agreement to a section will mean a section of this Agreement unless otherwise expressly provided.

- 22.6 Reference to a Party will be read as if all required changes in the singular and plural and all grammatical changes rendered necessary by gender had been made.
- 22.7 Words in the singular include the plural form, unless the context otherwise requires.
- 22.8 If a court of competent jurisdiction determines that any provision of this Agreement is invalid or inapplicable, the provision will be severed from this Agreement and the remainder of this Agreement will remain in force with any necessary revisions.
- 22.9 This Agreement enures to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors, and assigns.
- 22.10 The effective date of this Agreement is the date this Agreement is signed by all the Parties.

23.0 INDEPENDENT LEGAL ADVICE

23.1 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 these Parties have executed this Agreement in _____, (insert province), on _____, 20____.

Witnessed by me at _____)

_____)
in the Province of Ontario this _____ day of _____)

_____)
20____. _____)

_____)
_____)
Witness _____)

CFN Authorized Signatory

Witnessed by me at _____)

_____)
in the Province of Ontario this _____ day of _____)

_____)
20____. _____)

_____)
_____)
Witness _____)

Borrower #1

(Print Name: _____)

Witnessed by me at _____)

_____)

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

20____.)

_____)

_____)

Witness

Borrower #2

(Print Name: _____)

Schedule "A" – Band Council Resolution for The Loan Guarantee

Whereas, (Full Name of Band Member) _____,

(Band No.) _____ has qualified for bank financing with (name of

Lender) _____, and

Whereas, (Full Name of Band Member) _____,

(Band No.) _____ has endorsed a Security & Indemnity Agreement which is inclusive of a transfer of land, namely transferring right, title and interest to Couchiching First Nation of the lands and improvements situated on (name of reserve) _____,

being more particularly described as;

Legal Land Description: Lot # ____ Block ____

Plan # _____

Civic address (if one exists): _____

(the "Land")

Whereas, Council has entered into a Custom Allocation Agreement with Band Member (*Full Name*), Band # (xxx) granting the Band Member use and occupancy rights to the Land and any improvements situated on the Land;

Whereas, (Full Name of Band Member) _____,

(Band No.) _____ agrees to insure the building located on the Land _____ in

favour of (name of Lender) _____, and

And Whereas, (Full Name of Band

Member) _____, (Band No.) _____ agrees that

cash release shall be in the form of progress draws approved and authorized by (name of

Lender) _____,

Now therefore be it resolved:

That the CFN Council approves the request of, (Full Name of Band
Member) _____, (Band No.) _____ to
guarantee payment of the loan to (Full Name of Band
Member) _____, (Band No.) _____ in the
amount of \$ _____ from (name of Lender) _____
_____ and authorizes the signing of the Loan Guarantee
Agreement.

(signature)

(name)

(date)

(signature)

(name)

(date)

(signature)

(name)

(date)

(signature)

(name)

(date)

(signature)

(name)

(date)

(signature)

(name)

(date)

Schedule "B" – Encumbrances on the Land

[list any encumbrances on the Land that appear in the FNLRS for the applicable lot and as disclosed by the Borrower under section 6.2]

Schedule "C"- Custom Allocation Agreement

[Insert Signed Agreement] – See Appendix "16" of the Housing Policy for template agreement]

APPENDIX 19– SECURITY & INDEMNITY AGREEMENT
[USING CERTIFICATE OF HOME OWNERSHIP AS SECURITY]

SECURITY & INDEMNITY AGREEMENT
SECURITY: CERTIFICATE OF HOME OWNERSHIP

Couchiching First Nation
Security and Indemnity Agreement

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

Between:

COUCHICHING FIRST NATION, 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 2027 R.R. #2, Fort
Frances, ON P9A 3M3

("CFN")

And:

Borrower #1: _____

Address _____

Borrower #2: _____

Address _____

("Borrower(s)")

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

BACKGROUND FACTS

- G. The Borrower(s), *[insert names of all Borrowers who are CFN band members]*
_____, is a/are member(s) of
CFN.
- H. ~~[delete if inapplicable]~~ The Borrower, *[insert name of non-member spouse]*
_____, is the non-band member spouse of _____ and is the co-
applicant on the Loan.
- I. The Borrower has applied for a Loan to ~~[select one: build a new home, renovate an
existing home, purchase a home, or refinance a home]~~ the Home that ~~[select one: is / will
be]~~ the principal residence of the Borrower and is located at on CFN reserve lands legally
described as ~~[legal description of land/parcel]~~ (the "Land").

~~[For a home purchase, keep Recital D and delete Recitals E and F]~~

J. Upon completion of the purchase of the Home, the Borrower will

(a) obtain legal ownership of the Home as evidenced by the Certificate of Home Ownership
that the seller will transfer to the Borrower; and

(b) be entitled to use and occupy the Land upon the following events:

- (i) Council cancelling or revoking the seller's Custom Allocation (if one was granted), and
- (ii) Council granting to the Borrower a Custom Allocation in the Land upon the terms set out in the Custom Allocation Agreement attached as Schedule "C" and which, forms part of this Agreement.

[For home construction, keep Recital E and delete Recital D and F]

- K. The Borrower has been granted the exclusive right to use and occupy the Land upon the terms set out in the Custom Allocation Agreement attached as Schedule "C" and which, forms part of this Agreement;

[For renovation or refinance, delete Recital D and keep Recital E]

- L. The Borrower has legal ownership of the Home as evidenced by the Certificate of Home Ownership and the Borrower has been granted the exclusive right to use and occupy the Land upon the terms set out in the Custom Allocation Agreement attached as Schedule "C" and which, forms part of this Agreement.

- M. The Lender requires CFN to guarantee the Loan as security for the Loan before the Lender will grant the Loan to the Borrower.

Therefore, in consideration of the mutual promises set out in this Agreement and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement,

"Certificate of Home Ownership" means the written instrument evidencing the right of ownership of the Home, but that does not evidence the right of possession for the Land;

"Custom Allocation" means the exclusive right to use an occupy a portion of CFN reserve land in accordance with the terms of a custom allocation agreement;

"Custom Allocation Agreement" means the custom allocation agreement attached at granting the Borrower a Custom Allocation attached as Schedule "C";

"Home" means the principal residence of the Borrower that is located on the Land and that will be **[select one: built, renovated, purchased or refinanced]** with the Loan funds;

"Improvements" has the meaning given at section 4.8.a;

"Land" means the lands legally described as [set out legal description of land];

"Lender" means the [identify the bank/lender];

"Loan" means the financing for which the Borrower has applied from the Lender to [select one: build a new home, renovate an existing home, purchase a home, or refinance a home] the Home;

"Loan Guarantee" means a loan guarantee provided by CFN to satisfy the Lender's requirements for the Loan;

"Property" means the Land and the Improvements (including the Home);

"Term" means the term of this Agreement described at section 17.1;

"CFN Laws, Bylaws and Policies" means all applicable CFN Laws, Bylaws and Policies, and amendments to such bylaws and policies, approved by Council from time to time.

2.0 APPLICATION OF HOUSING POLICY

2.1 The Borrower acknowledges that they have read, or has had read to them, and understood the CFN Housing Policy, which forms part of this Agreement, and the Borrower agrees to be bound by both the terms of this Agreement and CFN Housing Policy, amended from time to time. In the event of any inconsistency between CFN Housing Policy and this Agreement, this Agreement prevails.

3.0 LOAN GUARANTEE

[For a home purchase, keep section 3.1 and delete section 3.2]

3.1 Upon execution of this Agreement and on condition that the Borrower has completed the transfer under sections 4.1 and 4.2, CFN Council will issue the band council resolution substantially in the form set out as Schedule "A" to this agreement confirming the Loan Guarantee to the Lender.

[For a new home construction, keep section 3.2 and delete sections 3.1 and 3.3]

- 3.2 Upon execution of this Agreement, CFN Council will issue the band council resolution for the Loan Guarantee, substantially in the form set out as Schedule "A" to this Agreement.

[For a renovation or refinance, keep section 3.3. and delete sections 3.1 and 3.2]

- 3.3 Upon execution of this Agreement and on condition that the Borrower has completed the transfer under sections 4.6 and 4.7, the CFN Council will issue the band council resolution substantially in the form set out as Schedule "A" to this agreement confirming the Loan Guarantee to the Lender.

4.0 SECURITY – OWNERSHIP OF IMPROVEMENTS AND POWER TO REVOKE RIGHT OF USE AND OCCUPATION OF THE PROPERTY

[For a home purchase, keep sections 4.1-4.3 and delete sections 4.4-4.8]

- 4.1 The Borrower acknowledges and confirms they have completed and executed the form at Schedule "B" to this Agreement that will serve to transfer the Borrower's legal right of ownership to the Home, as evidenced by the Certificate of Home Ownership, to CFN and the Borrower confirms they have provided the signed form to CFN.
- 4.2 CFN confirms it will not formalize the transfer of the Certificate of Home Ownership until the purchase of the Home has been completed.
- 4.3 It is a condition of this Agreement that immediately upon completion of the purchase by the Borrower, the Borrower must do such further things and take such further steps as are required to complete the transfer of the Borrower's legal right of ownership of the Home (the Certificate of Home Ownership) to CFN, and CFN will hold the Certificate of Home Ownership as continuing security for the Loan Guarantee and to secure the performance of the Borrower's further obligations under this Agreement.

[For a home construction, keep sections 4.4 and 4.5 and delete sections 4.1-4.2, 4.6 and 4.7]

- 4.4 The Borrower acknowledges and agrees that upon completion of the construction of the Home, CFN will prepare the Certificate of Home Ownership for the Home and will hold the Certificate of Home Ownership as continuing security for the Loan Guarantee and to secure the performance of the Borrower's further obligations under this Agreement.
- 4.5 Without limiting the application of section 4.8.a, CFN will hold continuing security in the Improvements, including in the various phases of the Home while it is under construction.

[For renovation or refinancing, keep sections 4.6 and 4.7 and delete sections 4.1-4.5]

- 4.6 The Borrower acknowledges and confirms they have completed and executed the form at Schedule "B" to this Agreement to effect the transfer to CFN of their legal right of ownership to the Home as evidenced by the Certificate of Home Ownership.

- 4.7 The Borrower must do such further things and take such further steps as are required to complete the transfer of the Borrower's legal right of ownership of the Home (the Certificate of Home Ownership) to CFN.
- 4.8 The Borrower acknowledges and agrees as follows:
- a. the Home, including phases of construction of the home, if applicable, and any other Improvements on the Land, including Improvements made to the Land during the Term of this Agreement will become fixtures on the Land and must not be removed or destroyed until the Term of this Agreement ends;
 - b. the Land is CFN reserve land and the Borrower's right to use and occupy the Property is subject to the terms and conditions of this Agreement, the Custom Allocation Agreement and to the CFN Bylaws and Policies.
- 4.9 Except if this Agreement provides otherwise, if the Custom Allocation Agreement and this Agreement address the same subject, e.g. maintenance obligations for Improvements, both obligations will apply unless there is an inconsistency, in which case, the more stringent of the obligations will apply.

5.0 LOAN DISCHARGE

- 5.1 Upon receiving confirmation from the Lender that the Borrower has repaid the Loan's principal, any interest and any applicable fees or charges sufficient to discharge the Loan, and subject to the Borrower having complied with all the terms and conditions of this Agreement, CFN Council will promptly
- a. issue a band council resolution confirming that the debt has been satisfied and releasing the Borrower from any further obligations under this Agreement; and
 - b. transfer to the Borrower the Certificate of Home Ownership.

6.0 REPRESENTATIONS OF THE BORROWER

- 6.1 The Borrower represents and warrants that all information set out in this Agreement is correct.
- 6.2 The Borrower represents and warrants that they are/will be the sole legal and beneficial holder of the right of possession to the Land and that there are no existing encumbrances on the Land other than such permitted encumbrances set out in Schedule "B" to this Agreement.
- 6.3 The Borrower represents and warrants that there are there are no material adverse facts or circumstances or changes in financial condition undisclosed to CFN which may materially adversely affect CFN, or the Borrower's prospects or ability to observe and perform all obligations in this Agreement.
- 6.4 The Borrower warrants that this Agreement has been properly authorized and constitutes a legally valid and binding obligation of the Borrower in accordance with its terms.

7.0 RIGHTS AND OBLIGATIONS OF BORROWER

General Rights and Obligations

- 7.1 The Borrower must not remove the Home from the Land.
- 7.2 The Borrower must pay all applicable taxes in respect of the Property and the Loan.
- 7.3 The Borrower must obey all CFN Laws, Bylaws and Policies and all laws and policies that apply to the Loan and Lender.
- 7.4 The Borrower may only use the Loan funds for the purpose of [select one: constructing / renovating / purchasing] the Home in accordance with CFN's laws, bylaws and policies and the Lender's requirements.
- 7.5 The Borrower must pay the obligations when due and in accordance with the Loan agreement with the Lender.

Preservation of the Land and Home

- 7.6 The Borrower must maintain the Property in a condition and state of repair that preserves the value of the Property, reasonable wear and tear excluded, and in compliance with CFN's laws, bylaws and policies.
- 7.7 The Borrower is solely responsible for all maintenance and repairs as may be required to maintain the Property in the condition required in section 7.7.
- 7.8 The Borrower must not commit or permit damage to or destruction of the Property, including without limitation, environmental contamination.
- 7.9 The Borrower is solely responsible for any repairs or remediation of the Property required because of the Borrower's negligence or intentional conduct in violation of section 7.9.

If Applicable [Select one: Constructing or Renovating] the Home (if not applicable, delete sections 7.11-7.13):

- 7.10 The Borrower must obtain CFN's prior written consent
 - a. prior to selecting a contractor; and
 - b. as required under Article 6 of the Custom Allocation agreement.
- 7.11 The Borrower must ensure that the [select one: construction or renovation] proceeds promptly and in compliance with all applicable construction and building laws, standards, codes and best practices and in accordance with the terms of the Loan and the Custom Allocation Agreement.
- 7.12 If the Borrower fails to comply with section 7.12, CFN may make any arrangements and take any steps it deems necessary, acting reasonably, to correct any such non-compliance and the Borrower will indemnify CFN and repay any reasonable costs incurred by CFN as a result of any actions taken under this clause.

Failure to Comply

- 7.13 The Borrower's failure to comply with the Borrower's obligations under this Article 7.0, including failure to indemnify CFN and repay any costs pursuant to section 7.13, constitutes breach of this Agreement.

8.0 SALE OF PROPERTY

- 8.1 The Borrower must not sell or dispose of any part of the Property except with the express written consent of CFN and the Lender.

9.0 ENCUMBRANCES

- 9.1 Nothing will be done by the Borrower to encumber the Property.
- 9.2 The Borrower must keep prior permitted encumbrances, if any, in good standing.

10.0 INSURANCE

- 10.1 The Borrower must purchase and maintain the following insurance coverage until the Loan's principal and any interest is repaid in full and this Agreement ends in accordance with section 17.1:
- a. "all perils" house insurance in an amount not less than full replacement value of the Home;
 - b. 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 Property in an amount of at least \$2,000,000 per occurrence, or another amount satisfactory to CFN;
 - c. life insurance in an amount sufficient to cover the Loan amount.
- 10.2 The Borrower is encouraged to purchase and maintain contents insurance.
- 10.3 For the period over which any construction occurs, the Borrower must or cause to be purchased and maintain or cause to be maintained construction insurance in a form and an amount satisfactory to CFN.
- 10.4 The Borrower must ensure that all insurance policies required under this Agreement:
- a. name CFN as an additional insured, with loss payable to CFN after the Lender, and contain a waiver of any subrogation rights that the insurers may have against CFN; and
 - b. provide that CFN will be notified in the event of arrears, default, cancellation or threat of cancellation.
- 10.5 The Borrower must provide insurance policies to CFN that demonstrate compliance with sections 10.1 to 10.4 of this Agreement.
- 10.6 It is the sole responsibility of the Borrower to purchase and maintain adequate insurance. In the event of damage or loss of the Property, CFN will not be responsible for the repair or replacement of the Property under any circumstances.

- 10.7 Without limiting the Borrower's responsibility under section 10.7, if the Borrower fails to comply with the insurance requirements set out in this Agreement, CFN may obtain such insurance and charge the Borrower for the cost of the premiums as additional fees under this Agreement.
- 10.8 The Borrower must not do anything, or fail to do anything, that will void the insurance required under this Agreement, including the house insurance maintained by CFN under section **Error! Reference source not found.**, or otherwise cause it to be cancelled.
- 10.9 The Borrower must not do anything, or fail to do anything, that will void the insurance required under this Agreement, otherwise cause it to be cancelled.
- 10.10 The Borrower's failure to comply with the provisions of this Article 10.0, including failure to pay any fees to CFN pursuant to section **Error! Reference source not found.**, constitutes breach of this Agreement.

11.0 NON-BAND MEMBER BORROWER / CO-APPLICANT

- 11.1 If a Borrower is not a band member of CFN, that non-band member Borrower hereby acknowledges that he or she has no present or future possessory interest in the Property. The non-band member Borrower further agrees that any other interest that he or she holds in the Property ranks second in priority to CFN's interests in the Property.
- 11.2 Section 11.1 survives the termination of this Agreement.

12.0 ASSIGNMENT

- 12.1 The Borrower must 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 CFN, and any assignment or transfer made without that consent is void.

13.0 SUCCESSORS

- 13.1 CFN may treat the death of the Borrower as a breach of this Agreement except as follows:
- a. The Borrower has sufficient life insurance to pay out the Loan and has provided CFN with a copy of the Borrower's will in advance and in writing identifying the applicable beneficiary to receive the Certificate of Home Ownership, in which case, upon discharge of the Loan, if the beneficiary is a band member,
 - i. CFN will assign to the beneficiary the rights under the Custom Allocation Agreement if the beneficiary is eligible to be a party to and signs a custom allocation agreement, and
 - ii. CFN will transfer the Certificate of Home Ownership to the beneficiary; or
 - b. The Borrower has insufficient life insurance to pay out the Loan and has provided CFN with a copy of the Borrower's will in advance and in writing identifying the applicable beneficiary to receive the Certificate of Home Ownership, in which

case, if the Lender has approved the assignment of the Loan to the beneficiary, CFN will assign this Agreement to the beneficiary, provided that the beneficiary is a CFN band member and consents to and qualifies for assignment of this Agreement and enters into a custom allocation agreement of his or her own with CFN.

- 13.2 For the purpose of section 13.1, the Borrower's beneficiary may be a single CFN band member or two CFN band members who are spouses.

14.0 DEFAULT / BREACH /TERMINATION

Events Constituting Breach of this Agreement

- 14.1 It is a breach of this Agreement if the Borrower:

- a. defaults on the Loan;
- b. breaches any provision of this Agreement;
- c. fails to comply with or breaches the CFN Housing Policy;
- d. becomes insolvent or bankrupt;
- e. subject to Article 13.0, dies.

- 14.2 If any warranty or representation of the Borrower made in this Agreement is or becomes untrue, it is a breach of this Agreement.

Borrower's Obligation to Notify

- 14.3 The Borrower must immediately notify CFN if the Borrower is more than five (5) days late on a Loan payment or if the Borrower defaults on the Loan.

Effect of Breach

- 14.4 A default on the Loan by the Borrower constitutes a breach of this Agreement. If the Borrower does not remedy the default in the time provided by the Lender, CFN is entitled to terminate this Agreement with written notice to the Borrower.
- 14.5 In the event of any breach of this Agreement other than a default on the Loan, CFN 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, CFN may immediately terminate this Agreement with written notice to the Borrower.
- 14.6 If CFN terminates this Agreement in accordance with section 14.4 or 14.5, then:
- a. the Borrower's right to occupy the Property will terminate 30 days after written notice provided by CFN without re-entry or any other act or legal proceeding and

CFN may re-enter the Property and possess and enjoy it as if this Agreement had not been made;

- b. the Borrower will peaceably surrender to CFN the Property in the condition the Property were required to be kept under this Agreement;
- c. without limiting the generality of the foregoing, CFN will retain all rights, titles and interests in the Property and may sell, transfer, convey, lease, rent or otherwise dispose of the Property, free and clear of any claim by the Borrower; and
- d. for certainty, retain possession of the Certificate of Home Ownership.

14.7 If the Property is surrendered to CFN and it is not in the condition required under this Agreement, CFN may repair or restore the Property prior to any sale with costs payable by the Borrower.

14.8 Section 14.6 survives the termination of this Agreement.

15.0 COST RECOVERY

15.1 CFN is entitled to recover from the Borrower all the expenses that it reasonably incurs because of any breach of this Agreement by the Borrower whether or not CFN terminates this Agreement, including administrative costs and legal expenses.

- 15.2 The Borrower agrees that CFN may recover its costs by all available means, including:
- a. sale or rental of the Property, if this Agreement is terminated;
 - b. deductions from any amount owing by CFN 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.

15.3 Section 15.2 survives the termination of this Agreement.

16.0 INDEMNIFICATION

16.1 The Borrower indemnifies and saves harmless CFN from any and all liabilities, fines, suits, claims, costs or expenses CFN 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 Property, the Borrower's performance or breach of a section of this 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.

16.2 Section 16.1 survives the termination of this Agreement.

17.0 TERM

- 17.1 This Agreement will remain in full force and effect until either:
- a. CFN receives written confirmation from the Lender that the Loan is repaid in full and discharged, all other terms of this Agreement have been complied with, and CFN issues the band council resolution releasing the Borrower from further obligations in accordance with 5.1; or
 - b. CFN terminates this Agreement under section 14.4 or 14.5.

18.0 CFN'S RIGHTS

- 18.1 If CFN gives the Borrower at least 48 hours prior written notice, CFN may enter and inspect the Property to determine whether the Borrower is complying with this Agreement and CFN Bylaws and Policies.
- 18.2 In addition to the rights granted in this Agreement, CFN may enforce any other rights and remedies it may have at law or in equity.
- 18.3 CFN may do anything the Borrower is required to do or take any steps or pay any monies as may be reasonably necessary to preserve, protect or repair the Property, at any time the Borrower fails to do so without waiving any other rights or remedies available to CFN under this Agreement, at equity or at law. All costs and expenses incurred by CFN under this section are payable by the Borrower (with interest until paid) and secured by the Property.
- 18.4 All of CFN's rights and remedies are cumulative and one or more of these rights may be exercised independently or in combination from time to time.
- 18.5 CFN's waiver of, delay or failure to enforce any of CFN's rights or breach or default of the Borrower to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing breach or default, whether similar or dissimilar, and does not in any way release the Borrower from any obligation under this Agreement.

19.0 MATERIAL CHANGES IN INFORMATION

- 19.1 The Borrower must notify CFN promptly of:
- a. any material changes to the information contained in this Agreement (including the attached Schedules) relating to the Borrower, Property or Loan, including any address change;
 - b. the details of any change to name of the Borrower;
 - c. the details of any claims or litigation affecting the Borrower or Property;
 - d. the details of any change to the terms of the Loan;

- e. any loss of or damage to the Property; and
- f. any default by any account Borrower in its obligations with respect to the Property.

20.0 REGISTRATION

- 20.1 CFN will register an executed copy of this Agreement and all transfers of the Land made pursuant to this Agreement in the Indian Land Registry System.

21.0 NOTICE

- 21.1 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. In accordance with section 19.1, 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.

22.0 GENERAL PROVISIONS

- 22.1 Time is of the essence in this Agreement.
- 22.2 This Agreement will be governed by and construed in accordance with the laws of Ontario and Canada.
- 22.3 Any amendment to this Agreement will be made in writing, executed by all Parties and attached as an addendum to this Agreement.
- 22.4 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.
- 22.5 Any reference in this Agreement to a section will mean a section of this Agreement unless otherwise expressly provided.
- 22.6 Reference to a Party will be read as if all required changes in the singular and plural and all grammatical changes rendered necessary by gender had been made.
- 22.7 Words in the singular include the plural form, unless the context otherwise requires.
- 22.8 If a court of competent jurisdiction determines that any provision of this Agreement is invalid or inapplicable, the provision will be severed from this Agreement and the remainder of this Agreement will remain in force with any necessary revisions.
- 22.9 This Agreement enures to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors, and assigns.
- 22.10 The effective date of this Agreement is the date this Agreement is signed by all the Parties.

23.0 INDEPENDENT LEGAL ADVICE

23.1 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 these Parties have executed this Agreement in _____, (insert province), on _____, 20____.

Witnessed by me at _____)

_____)

in the Province of Ontario this _____ day of _____)

20____. _____)

_____)

_____)

Witness

CFN Authorized Signatory

Witnessed by me at _____)

_____)

in the Province of Ontario this _____ day of _____)

20____. _____)

_____)

_____)

Witness

Borrower #1

(Print Name: _____)

Witnessed by me at _____)

_____)

in the Province of Ontario this _____ day of _____)

20____. _____)

_____)

_____)

Witness

Borrower #2

(Print Name: _____)

Schedule "A" – Band Council Resolution for The Loan Guarantee

Whereas, (Full Name of Band Member) _____,

(Band No.) _____ has qualified for bank financing with (name of

Lender) _____, and

Whereas, (Full Name of Band Member) _____,

(Band No.) _____ has endorsed a Security & Indemnity Agreement which requires the Band Member to transfer to CFN the Certificate of Home Ownership for the home and all other existing and future improvements situated on (name of

reserve) _____, being more particularly described as:

Legal Land Description: Lot # _____ Block _____

Plan # _____

Civic address (if one exists): _____ (the
"Land")

Whereas, Council has entered into a Custom Allocation Agreement with Band Member (*Full Name*), Band # (xxx) granting use and occupancy rights to the lands and any improvements situated on the Land;

Whereas, (Full Name of Band Member) _____,

(Band No.) _____ agrees to insure the building located at Lot# _____ Block _____, Plan #

_____, Civic Address (if one exists) _____ in favour of (name of Lender)

_____, and

And Whereas, (Full Name of Band

Member) _____, (Band No.) _____ agrees that

cash release shall be in the form of progress draws approved and authorized by (name of

Lender) _____,

Now therefore be it resolved:

That the CFN Council approves the request of, (Full Name of Band
Member) _____, (Band No.) _____ to
guarantee payment of the loan to (Full Name of Band
Member) _____, (Band No.) _____ in the
amount of \$ _____ from (name of Lender) _____
_____ and authorizes the signing of the Loan Guarantee
Agreement.

(signature)

(name)

(date)

(signature)

(name)

(date)

(signature)

(name)

(date)

(signature)

(name)

(date)

(signature)

(name)

(date)

(signature)

(name)

(date)

Schedule "B" – Transfer of Certificate of Home Ownership Form

[This form is not required to supplement a Security Agreement for a new home construction]

Transfer of Certificate of Home Ownership

I/We _____,
member(s) of the Couchiching First Nation ("CFN") in lawful possession of the home (the
"Home") located on a CFN reserve land located at: (Describe the land being transferred)

"Land") (the

1. DO HEREBY in consideration of the loan guarantee provided to me by CFN, and the sum of \$1.00, the receipt of which sum is hereby acknowledged, transfer to CFN my Certificate of Home Ownership for the Home free and clear of any and all charges, claims, security interests and encumbrances of any sort.
2. For certainty, my/our interest in the Certificate of Home Ownership does not include any right, title or interest to any substance considered to be hazardous under applicable environmental and similar laws.
3. I/we represent(s) that no other person has a claim or can make a claim against the Certificate of Home Ownership, including under the operation of applicable matrimonial property law.
4. I/we acknowledge that if there is more than one transferor making a declaration herein, the obligations of all transferors shall be joint and several.

THE TRANSFEROR(S) ACKNOWLEDGE HAVING READ THIS TRANSFER/DECLARATION AND HAVING RECEIVED A DUPLICATE COPY THEREOF.

[Keep the following paragraph for a home purchase; delete for home renovation or refinance]

THE DIRECTION IN THIS TRANSFER FORM COMES INTO EFFECT UPON THE COMPLETION OF THE PURCHASE AGREEMENT FOR THE HOME THAT SERVES TO TRANSFER LEGAL OWNERSHIP OF THE HOME TO ME/US FROM THE SELLER OF THE HOME.

In witness whereof I/We, have hereunto subscribed my/our name(s) this _____ day of _____, 20____.

Signed in the presence of

(Witness Name)

(Witness Signature)

(Transferor Signature)

(Witness Name)

(Witness Signature)

(Transferor Signature)

NOTE:

1. Where the Transferor signs by "mark", TWO witnesses are required, neither of whom may sign by "mark".
2. Affidavit of Execution to be completed on the following page by the witness. Where more than one witness, additional Affidavits of Execution are required.
3. Where only one witness for both signatures insert "as to both signatures".

Schedule "D" – Encumbrances on the Land

[list any encumbrances on the Land that appear in the FNLRS for the applicable lot]

APPENDIX 20– MARKET-BASED HOUSING PROGRAM APPLICATION

COUCHICHING FIRST NATION

Market Based Housing Program Application

Name: _____ Band
Number _____

Co-Applicant: _____ Band
Number _____

Phone:(h) _____ (w) _____
(c) _____

Do not apply for a bank loan until you have submitted an application to housing and you have received a conditional support letter from CFN.

What are you applying for?

New Construction: _____ Max loan \$300,000 – 5% down

Service Lot Identified: _____ (water, sewer, potable water, septic, hydro, road access)

Do you have House Plans? _____

Renovations: _____ Max Loan \$150,000 – 0% down

Do you hold Certificate of Ownership on your home? _____

What kind of Renovations are you going to invest in?

Purchase: _____ Max Loan \$300,000 – 5% down

Who is the seller: _____

Does seller have Certificate of Possession or Custom Allocation for lot?

Does seller have a Certificate of Ownership for the home? _____

If approved, you will be required to hire a qualified independent appraiser and home inspector and provide copy of reports to Housing.

Has a sale price been negotiated? _____

Will you be including renovations in loan? _____

If yes, please provide some details?

Refinance:	_____	Max Loan \$300,000
Will you be including renovations?	_____	Max Renovations \$5,000 to \$100,000
Which banks holds your mortgage?	_____	
Approximate balance of mortgage:	_____	
Existing mortgage plus renovations cannot exceed \$300,000.		
What kinds of renovations will you investing in?		

APPENDIX 21– MARKET BASED HOUSING PROGRAM - CONDITIONAL LETTER OF GUARANTEE

CONDITIONAL LETTER OF GUARANTEE

financial institution

May 10, 2011

Dear Sir/Madam

**Re: Conditional Support – Market Based Housing Program
Applicant Name**

Please accept this letter as our conditional support for **Applicant Name** loan application with your financial institution for **new construction/renovations/refinance**. The applicant has met our internal pre-qualifications requirements, and is now eligible to apply for a pre-approved mortgage.

This Conditional Letter of Guarantee is **not** to be construed as a final guarantee, but only serves to inform you that CFN has reviewed this application and is in a position to guarantee this loan, provided the applicant meets your minimum mortgage requirements. As you know, this means satisfactory credit history, job tenure, acceptable TDS ratios and income requirements.

If the applicant meets your credit requirements, along with the other mandatory requirements such as life and fire insurance, a Band Council Resolution, CMHC Certificate of insurance, and a Credit Enhancement Certificate from the First Nations Market Housing Fund will be issued to your financial institution guaranteeing the mortgage.

If you have any questions on the above, please do not hesitate to contact the undersigned at your convenience.

Sincerely,

APPENDIX 22– MARKET BASED HOUSING PROGRAM – INTERNAL CREDIT CHECK

Market Based Housing Program Internal Credit Check

Name: _____ Band
Number _____

Co-Applicant: _____ Band
Number _____

Band Members in arrears more than 30 days for any accounts must be dealt with or a repayment plan must be negotiated prior to the issuance of the conditional letter of support.

Finance Use Only

Accounts Receivables Type:

Account Number	Days in Arrears	Amount of Arrears
	Total	\$

Verified by: _____

Date: _____

Finance Manager

Full Payment Received? Yes _____ No _____

Repayment Plan Negotiated? Yes _____ No _____

