

Neskonlith Indian Band

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Housing Policy

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Glossary of Terms

As used in this housing policy, the following definitions will apply:

“Applicant” means a person who is applying for a housing allocation.

“Arrears” refers to housing-related payments owed to Neskonlith Indian Band and not yet received.

“Arrears Recovery Agreement” means an agreement between the tenant and the Neskonlith Indian Band Housing Administration that stipulates the amount and due dates for rental arrears to be paid in full.

“FNMHF” means Neskonlith Indian Band Market Housing Fund

“Band member or member” means a member of Neskonlith Indian Band whose name appears on the band membership list.

“Band-Owned House” means a house, or other residential property owned and administered by the Neskonlith Indian Band. These include CMHC Section 95 Subsidized Housing units and NIB-owned rental housing units.

“Borrower” is the Band Member(s) who enters into a loan or mortgage agreement to repay the housing loan to the Band or bank.

“Chief & Council” means the Chief and Council of Neskonlith Indian Band.

“CMHC” refers to Canada Mortgage & Housing Corporation

“Default” means to be in arrears or owing housing-related payments to Neskonlith for rental payments or the bank for the mortgage payment under the homeownership program.

“Director Responsible for Housing” is the Neskonlith Band employee responsible for managing the Housing Administration.

“Eviction” refers to the action taken by the Neskonlith Indian Band to remove a tenant from a band-owned house for failure to meet the conditions of their rental agreement.

“Foreclosure” is the legal action taken by the Neskonlith Indian Band to remove the borrower from the house and regain ownership of the property when the borrower fails to meet the terms of their mortgage agreement.

“Household” refers to the people of a house collectively. At least one principal tenant must be a registered Neskonlith Band Member.

“Household Income” means the aggregate gross income, in whatever form received, of all members of the household.

“Housing Unit” means the home or house occupied by the rental tenant.

“Nepotism” means favoritism granted to relatives regardless of merit.

“Non-members” refers to applicants that are not Band members of Neskonlith Indian Band,

“Privately owned homes” refers to homes where the Band member holds the CP of the land and home. This does not include homes where there is a rent to own agreement in place.

“Proof of Income” is the requirement for the tenant to supply the Neskonlith Indian Band with documentation to verify annual income of the household and can include T-4’s, Revenue Canada Notice of Assessment (T451) or other such documented proof of income as required by the Housing Administration.

“Rent” means the amount paid or required to be paid monthly by a tenant to Neskonlith Indian Band for the right to occupy a band-owned house.

“Rental Agreement” means a written tenant rental agreement between the Neskonlith Indian Band, administered by the Housing Administration and tenant for the right to occupy a band-owned house, and includes any renewal of such an agreement.

“RRAP” refers to Residential Rehabilitations Assistance Program which is administered by CMHC.

“Tenant” means a person who enters into a rental agreement with the Neskonlith Indian Band and who pays rent or is required to pay rent in return for the right to occupy a band-owned house.

1.0 Introduction

Mission Statement

To provide housing options for adequate, safe, affordable and energy efficient housing for our members, that meets all applicable building standards.

Goals

Neskonlith Indian Band has developed this Housing Policy for the betterment of the community. Having a structured Housing Policy will provide Chief and Council, the Housing Committee and Housing Administration a framework to deliver the Housing Program in a manner that is unbiased, transparent and fair.

In conjunction with Chief and Council, the Housing Committee, and Housing Administration the following principles have been established:

- Chief & Council has delegated the responsibility for all housing related matters to Housing Administration;
- Build safe, affordable and energy efficient housing for our members;
- Develop a maintenance program to ensure minimum levels of health and safety within our housing stock;
- To extend the useful life of our existing housing stock;
- Create local employment and provide training opportunities for our members to develop certified trade skills;
- Develop housing for Band members;
- To promote homeownership by providing eligible Band members with access to affordable and competitive mortgages through the Market Based Housing Program or other program such as the Section ten (10) Ministerial Guarantee program.

Section 2.0 Rental Housing

2.0 Rental Housing

Policy Statement

CMHC Section 95 Subsidized Housing and NIB-owned rental housing units are managed under this Section. All tenants are responsible to adhere to the Housing Policy that applies to their unit. The subsidized rental status does not change until the mortgage is paid in full and the tenant is in good standing with Neskonlith Indian Band.

2.1 Housing Application Requirements

Policy Statement

Members who are 18 years of age or older can complete a Housing Application and have their name added to the Housing list in accordance with this Housing Policy.

- To apply to rent a Rental Unit, a Band member must be at least 18 years of age, with the exception of a 16 or 17 year old Band member who can demonstrate that he or she has withdrawn from parental control;
- A Housing Application must be completed and submitted to Housing Administration and it must be updated annually;
- Must provide at least three (3) written references, which could include employer / social services worker, present / previous landlord, or a person not immediately related to the applicant;
- References from Chief and Council will not be accepted for conflict of interest reasons and to keep the application process unbiased and transparent;
- The applicant will provide evidence of sufficient income to support rental payment (pay stubs, training allowance, or from Social Services - consent release forms);
- Applicants who are in arrears with Neskonlith Indian Band will not be considered for new housing until the debts are paid in full or an arrears repayment plan is filled in and signed;
- Due to the size of the wait-list of housing, existing tenants will not be eligible for a new allocation unless there is evidence of overcrowding or medical issues;
- Band members will be responsible to have an updated application on file with the Housing Administration, who shall provide updates to the Housing Committee;
- If at any time after allocations have been awarded, and situations have changed within the family make-up, the Housing Committee reserves the right to re-assess the allocation, this will be on a case by case basis;
- Prior to moving in, the tenant shall provide damage deposit equivalent to half month's rent;
- The tenant must sign a Move In / Out inspection report prior to moving in and must accompany Housing Administration to the inspection to confirm unit is in satisfactory condition.

2.2 Criteria for Rental Housing

Policy Statement

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 the approved Housing Policy.

A completed application will include the information to assign a point-rating guide. This guide will provide an assessment of the current living conditions, affordability analysis (utilities and rent) and confirmation of household size.

Since the Housing Administration is unlikely to receive sufficient funding in any one (1) year to provide housing to all applicants, a point system will be used to **assist** who will get housing in any particular budget year. This system will serve as a tool to ensure that no nepotism or conflict of interest arises.

If a tenant is evicted from their home in the community, they will not be eligible to apply for another home for two (2) years after the date of full restitution.

The Housing Administration will prepare all points for each application, which will be reviewed by the Housing Committee. Committee members will be required to declare conflict of interest in accordance with existing policy.

If a tie should exist, the tie shall be broken by the 1st application received from recorded dates of applications received.

2.3 Rental Agreement

Policy Statement

The Rental Agreement has been developed to protect the rental unit, the tenant and Neskoniith Indian Band. The rental agreement sets out the tenant's obligations and the obligations of Neskoniith Indian Band.

A copy of the rental agreement is included in Appendix 4.

- Rental Agreements are prepared to reflect current legislation as well as goals set out by Neskoniith Indian Band and rules set out in this Rental Housing Policy.
- The Housing Administration will complete an in-person meeting with the tenant(s) to explain all aspects of the rental program and the rental agreement. Housing Administration shall review all rules imposed on tenants, charges payable by tenants and consequences for breach of the Rental Agreement.
- The Rental Agreement shall be signed by the Housing Administration and the tenant(s) prior to occupancy of the unit by the tenant(s). The original copy of the Rental Agreement shall be kept by the Housing Administration, a copy shall be provided to the tenant(s).
- The Rental Agreement shall be renewed on a yearly basis to reflect any policy updates or when circumstances change, as well as when the list of occupants, contact information

- or rent amount changes.
- Subject to Neskonlith Indian Band policies, each Rental Agreement shall describe the tenant's responsibility for rent payments, regular unit maintenance, snow removal, utility payments, etc.
- All adults in the unit must sign the agreement.
- All rental agreements shall be renewed April 1st regardless of when the tenant occupied the unit.

2.4 Rentals with no Mortgage Debt

Policy Statement

In order to provide safe, affordable and adequate housing for all Neskonlith Indian Band members, Chief and Council may continue to offer band owned units on a rental basis where the mortgage(s) for the unit has been paid in full.

A Neskonlith Indian Band mortgaged unit for the purpose of this policy is a unit where the Neskonlith Indian Band has constructed and financed a rental unit through the CMHC Section 95 program.

This policy shall apply to all Neskonlith Indian Band members who cannot afford homeownership or the upkeep of a home once the Neskonlith Indian Band mortgaged unit they reside in has been paid in full. This shall apply to new and existing rental units subject to the following:

- The unit will remain property of Neskonlith Indian Band;
- Once a mortgage has been paid in full, a new rental agreement shall be signed by the occupant(s) and Neskonlith Indian Band Housing Administration;
- The rental agreement will stipulate terms and conditions of occupancy, occupancy charge, tenant & Neskonlith Indian Band responsibilities, as well as term of agreement;
- Occupants on Social Assistance or elders on a limited fixed income are eligible for the rental program;
- Occupancy charge will be based on bedroom count and will be pro-rated, if members within the household are over 18 years of age or employed;
- Any changes to household occupancy, persons occupying the home, must be updated on a monthly basis;
- the occupancy charge will be used to cover maintenance, upkeep and insurance;
- funds collected will be segregated from other rental units and will be used exclusively on the home that is being charged occupancy.

2.5 Rental of Privately Owned Homes

Policy Statement

Landlords of privately owned homes on Neskonlith Indian Band are free to set rent and make conditions of occupancy without approval of NIB administration.

If a member on Income Assistance wishes to rent a privately owned home, in order for Income Assistance to pay rent, the private landlord must provide the tenant with a lease agreement. The lease agreement must be pre-approved by Housing Administration and welfare in order for it to be eligible for shelter allowance.

2.6 Abandoned Units

Policy Statement

To ensure rental units are fully occupied at all times, Neskonlith Indian Band will designate unit(s) abandoned if the original tenant no longer resides in the unit and has left the community. The unit will be re-allocated to other members in need of housing.

An abandoned unit is defined as:

- a unit that is unoccupied for more than 30 days by the original tenant;
- no rent payments are being made;
- no utilities have been paid;
- Tenant has left the home or community without advising the Housing Administration;
- Exceptions will be made for school or temporary job relocation.

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

During the winter months, from November to March, in order to prevent damage to the rental unit due to heat loss, if a unit is thought to be abandoned, the Housing Administration will provide the tenant with a written notice asking them to confirm their residency, and the tenant will have 24 hours to respond to the notice. The notice shall be hand delivered by the Housing Administration and posted on the door. In such cases where no response has been received, the house will be re-allocated based on the selection criteria and housing wait list. Any arrears and damages shall be the responsibility of the tenant.

2.7 Transfer of Tenancy

Policy Statement

Under certain circumstances, tenants can transfer their tenancy on a temporary basis, provided they intend to return to the community. All transfer(s) of tenancy must be approved by the Housing Committee.

Band units may not be transferred to another Band member without the written approval of the Housing Committee. Therefore, prior approval is required before any transfer of tenancy.

Band members awarded a new unit may not transfer the unit to another Band member if they no longer require the unit. The tenant must move out and the unit will be re-allocated by the Housing Committee. The committee reserves the right to review situations on a case by case basis.

Under certain circumstances, tenants may transfer tenancy to another Band member for the following reasons:

- 1) Health reasons (requiring long-term hospitalization);
- 2) Education / returning to school;
- 3) Work;
- 4) Other.

In all situations, all transfers are approved on a case by case basis by the Housing Committee.

For temporary transfers, which will be up to a maximum of two (2) years, the Temporary Housing Release form (Appendix 7) and letter explaining the situation shall be completed by the tenant and submitted for approval. In situations where the tenant has made arrangements for another Band member to reside in the home, the original occupant will be responsible for the any damages and, where applicable, the “new” tenant must pay the rent and utilities.

For education transfers, letter of acceptance and proof of enrolment must be submitted prior to approval. The length of the transfer will be for the duration of the program they are enrolled in and must be renewed on a yearly basis with the Housing Administration.

Tenants who take medical transfer will be required to provide a letter from their Physician stating the need for extended out of town treatment and approximate time.

The “new” occupant must state, in writing, that he/she is aware of their responsibility for securing their own accommodations after the housing contract expires. The “new” occupant accepts the unit on a “as is” basis. For the duration of the contract, the “new” occupant agrees to maintain the upkeep of the unit and keep all bills, associated with upkeep, in good standing. Failure to do so will put the “new” occupant’s name **on hold** on the housing List until all debts are paid in full.

Terms of the original lease agreement will remain in force. In situations where the “new” tenant is evicted as a result of breaching the Rental Agreement, the original tenant will be required to find a new tenant. If the reason for eviction is rental arrears, the original tenant will be responsible for **ALL** arrears incurred by the “new” tenant. If the original tenant is unable find a “new” tenant, it will be re-allocated by the Housing Committee to another member for the remaining period.

The transfer arrangement is subject to cancellation upon the mutual agreement of both parties with 60 days’ written notice, after which the original tenant can move back into the residence.

2.8 Payment of Rent

Policy Statement

Tenants are required to pay rent on a timely basis to the Neskonalith Indian Band Housing Administration.

All tenants are expected to contribute toward the cost of housing. Funds collected as rental payments will be used to protect the community's investment in Band-owned housing and to maximize housing resources.

Rent is due on the 1st of the month. All current Tenants occupying a unit have agreed to pay rent, as stated on the signed Rental Agreement, with the Neskonlith Indian Band Housing Administration. For tenants on Income Assistance, direct payment will be made by the Social Department. Band employees must make arrangements for wage deduction.

Payments can be made at the Neskonlith Indian Band Administration Office by cash, money order or certified cheque.

2.9 Rental Rates

Policy Statement

Rental rates have been established to ensure affordable housing to all members and to ensure that housing remains viable.

The following rental scales are based on CMHC operating agreement and Neskonlith Indian Band based rents and shall be reviewed annually refer to Appendix 3.

CMHC – as per operating agreement.

Band Rentals based on original agreements.

2.10 Death of a Tenant

Policy Statement

In the event of a tenant's death, the tenancy will be transferred to another adult on the lease agreement, who is capable of assuming the responsibilities of the occupancy agreement.

In the event of a tenant's death, the unit may revert to next of kin, who is / are Band member(s), in the following order:

1. *Spouse / Partner;*
2. *Children over 18 years of age;*
3. *Guardians of children under age of 18;*
4. *Another family member willing to assume responsibilities of the rental agreement.*

A new Rental Agreement must be signed with Neskonlith Indian Band Housing Administration. If none of the family / Band member(s) requires a unit, the unit shall revert back to the Housing Committee for new allocation.

For single tenants, or tenants who live alone, the Housing Administration will wait 15 days to consult with family members. After the 15 day period, the family, friends or executor(rix) will be required to

make the necessary arrangements to have access to the rental unit and remove all of the personal belongings.

2.11 Marital Breakdown

Policy Statement

Neskonlith Indian Band believes that the family unit should remain intact, so that children and families do not become homeless as a result of marital breakdown.

Band Rental Units:

- In the case of marital breakdown, where one (1) of the parties is not a Neskonlith Indian Band member, the agreement should remain in the name of the Neskonlith Indian Band member except where children are involved.
- In the case of a marital breakdown, the parent granted primary custody of the children will retain possession and the right to occupy the unit, provided the children are Neskonlith Indian Band members.
- In the case of a marital breakdown, where both parties are Neskonlith Indian Band members, the agreement of the unit will be put in the name of the person originally on the Housing Application; unless custody of the children is granted to another person other than the original applicant.
- In the case of a marital breakdown, where both parties are Neskonlith Indian Band members and the original agreement is in both names, both parties will be given 30 days to work out a suitable arrangement of who will have the right to occupy the unit. If both parties are unable to reach a mutual agreement, the Housing Committee reserves the right to make a decision and select one (1) of the parties.

2.12 Default Management

Policy Statement

Neskonlith Indian Band believes in early intervention in cases of non-payment of rent and assistance to the tenants to make full recovery.

Defaulting on rental payment(s) will have consequences outlined and followed in the Rental Agreement. This agreement will be signed by Housing Administration and the Tenant(s).

Default policies will be applied immediately after one (1) payment has been missed, as follows:

- Rent payments due on the first day of the month. A First 1st Notice (Appendix 9) will be sent to the tenant five (5) days after rent is due. A tenant will be reminded to pay the outstanding rent in full or make an appointment with the Housing Administration to discuss repayment of the arrears.
- If on the 15th no payment has been received, a 2nd Notice (Appendix 10) will be sent to request a meeting between the tenant(s) and the Housing Administration to discuss the

situation and to make arrangements for the payment of arrears. The Housing Administration will also make every effort to contact the tenant by phone to discuss the arrears situation.

- If on the last day of the month no payment has been received, a Final Notice will be issued to tenant and follow up by phone or home visit. The Final Notice (Appendix 11) will advise the tenant that they have five (5) days to make full payment of the arrears or to vacate the unit.
- Every effort will be made to avoid an eviction. Both the tenant and the Housing Administration must agree to all Arrears Rental Agreements (Appendix 13) in writing. The Arrears Rental Agreement will include the amount of each repayment instalment and the date the payment is due. If the tenant fails to honour the Arrears Rental Agreement, the tenant shall be evicted.

2.13 Eviction / Termination of the Rental Agreement

Policy Statement

Neskonlith Indian Band may revoke a Tenancy Agreement under specific circumstances and for the good of the community or a community project.

Termination of a Rental Agreement due to breach of the Housing Policy or the Rental Agreement will result in eviction of the tenant(s) from the unit (Appendix 12). Eviction action will be taken as a last resort in cases where the tenant(s) have failed to resolve the breach of the Rental Agreement. Prior to taking eviction action, the Housing Administration will ensure that tenant counseling has been attempted to reinforce the consequences of failure to resolve the breach of the Rental Agreement.

If the tenant does not vacate the unit at the required date defined in the termination of rental notice, the Housing Administration may obtain the services of the police to accompany Band employees.

Should a tenant leave belongings after the unit has been vacated, they will be required to contact the Housing Administration in order to enter the unit and remove belongings. Tenants will have five (5) days after the unit has been vacated to remove all belongings, after which the Housing Administration will discard them.

Where the reason for evictions is rental arrears, the tenant will also be advised that in order to qualify for future housing, the rental arrears must be paid in full. Tenants in arrears will not be eligible for another housing allocation for two (2) years from the date debts are paid in full (Scoring for unit allocation requires rental arrears to be zero).

Any person(s) occupying a house without the permission of the Housing Committee will be evicted immediately.

All Tenants will be required to notify the Housing Administration in writing, 30 days prior to moving. If a Tenant moves out of a house without written notice the house will be deemed abandoned and re-assigned by the Housing Committee. Tenant(s) will be responsible for all rental charges, including the time when the unit is abandoned.

Complaints must be provided in writing and submitted to the Housing Administration. Complaints will be kept confidential. All Tenants occupying a Band owned home and causing an on-going disturbance where police have been involved or complaints have been made will result in the following steps:

1. First Written warning;
2. Second Written warning;
3. Final / Eviction

Tenants will return to good standing provided they do not receive any additional warnings for at least one (1) year.

Tenants or persons within the household will be evicted for the following reasons:

1. Making false declarations on a Housing Application that results in a housing allocation;
2. Any person convicted of a serious crime (convicted of trafficking drugs);
3. Receives two (2) Final Notices in a year;
4. Tenant causing willful damage of property;
5. Engages in any activity that results in loss of insurance coverage for the home;
6. If an occupant is considered a threat to the community; and
7. Fails to abide by the terms of the Rental Agreement.

2.14 Maintenance

Policy Statement

Neskonlith Indian Band will provide and maintain the Residence in a reasonable state of repair, suitable for occupation by a Tenant. The tenant must take the necessary steps to repair damages to the housing unit caused by actions or neglect of the tenant on the housing unit.

Neskonlith Indian Band Responsibilities

- Neskonlith Indian Band, through the Housing Administration, is responsible to maintain the premises in a good state of repair, to carry out preventative maintenance and to comply with health and safety standards to extend the useful life of the unit.
- The Housing Administration is responsible to carry out major repairs or repairs arising from normal wear and tear. Major repairs and replacements (subject to availability of funding) are generally defined as follows:
 - Roof repairs,
 - Plumbing repairs,
 - Hot water tank replacement,

- Electrical work,
 - Major structural work,
 - Electrical fixture replacement,
 - Repairing appliances (as long as they have not been damaged or overloaded),
 - Replacing broken windows (as long as they have not been damaged by the tenant),
 - Repairs to floors, doors and cupboards as needed,
 - Cosmetic items will not be addressed if the tenant is in arrears.
- If the unit is condemned or suffers severe structural damage posing a hazard to health and/or safety, then the occupants will be relocated. Neskonalith Indian Band will assist the tenant with temporary residence for one (1) week, after which the tenant is responsible for finding and paying for their own residence. This will be determined after an inspection by the Director Responsible for Housing and a certified Housing Inspector or Environmental Health Officer (EHO).
 - The Housing Administration will keep a record of all maintenance and repairs carried out on a rental unit including reason for the repairs, repair items and costs.

Tenant Responsibilities

- Tenants are responsible for the general maintenance, cleaning, repairs and replacements outlined in the Rental Agreement and for the cost of all repairs required due to negligence, vandalism, tenant damage or damage by their guests. A schedule of specific tenant responsibilities is included in the rental agreement.
- If major damage (over \$1,000), caused by tenant abuse, is identified by the Housing Administration, an estimate of the repairs will be provided. The tenant will have 30 days to make arrangements to pay for repairs to be carried out by the Housing Administration.
- Tenants are responsible to immediately report to the Housing Administration of any accident, break or defect in water, heating or electrical systems, or in any part of the home and its' equipment in general.
- Tenants must get permission of the Housing Administration to make any alterations, additions or improvements to the unit. A certified inspector shall review any such alterations, additions, or improvements to ensure it meets applicable codes. Tenants will not be reimbursed for any improvements they have completed at their own expense.
- Tenants are required to keep their unit and surrounding area clean, free of garbage and junked cars. Tenants will be given a Clean-up Notice to remove junked cars and garbage, after which the Housing Administration will remove the items at the tenant's expense.

2.15 Inspections

Policy Statement

In order to ensure residences are in a reasonable state of repair, Neskonalith Indian Band shall conduct inspections to verify the state of the unit.

Regular Inspections

A number of rental housing units shall be inspected at least once annually. The inspection will be carried out to record the condition of the unit. These inspections will identify the need for any preventative maintenance as well as to determine any misuse or negligence on the part of the tenant. Refer to Appendix 6 for a copy of the Home Inspection form.

Units are subject to inspection by the Housing Administration in the event that there are reasonable grounds for believing that the Occupant(s) are in breach of a term of an Agreement with Neskonlith Indian Band, including a Tenancy Agreement, or this Policy. In such cases, the Housing Administration will provide reasonable notice of at least 24 hours that the inspection will take place.

Move-In Inspection

- A move-in inspection will be completed on the day the tenant is entitled to take possession of the unit or on another mutually agreed upon day.
- The move-in inspection will be completed jointly by the tenant and the Housing Administration. The tenant(s) MUST be present during the inspection.
- The Housing Administration will complete a unit condition report that confirms the condition of the property. The report must be reviewed and signed off by both the Housing Administration and the tenant(s). Photos to be included (if need be).

Move-Out Inspection

- A move-out inspection will be completed by the Housing Administration and tenant on the last day of occupancy at 1:00 p.m., or on a mutually agreed upon day.
- Housing Administration must complete a unit condition inspection report. Both the Housing Administration and tenant must sign the unit condition inspection report, the tenant must be given a copy of the report.
- The Housing Administration may complete the inspection and sign the condition inspection report without the tenant if the Housing Administration had provided notice, or the tenant cannot be located and / or contacted, or the tenant has abandoned the rental unit or has been evicted.
- Any repairs required to the unit resulting from damage by the tenant(s) or their guests shall be confirmed in writing to the tenant(s) and cost recovery will be pursued by the Housing Administration. **Tenants will not be billed for regular wear and tear.** Photos to be included (if need be).

2.16 Fires

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

- Tenant of the unit;

- Location of the unit;
- How the fire was started;
- Report of injuries or fatalities;
- Report to authorities, as required;
- Extent of damage to the house;
- Copy of the official Fire Report.

Accidental fires will be covered under the insurance and the deductible will be paid by Neskonlith Indian Band.

Consequences for negligence / arson by tenant would be determined by Chief & Council, the Housing Committee, and the Housing Administration.

2.17 Appeal Process

Policy Statement

Band members may appeal any decisions made regarding the enforcement of the Housing Policy.

Band member must appeal within 14 days from the date of the notification.

The appeal process will involve the Housing Administration, Executive Director, and finally Chief & Council for final decision.

2.18 Expiration of the CMHC Section 95 Operating Agreements

Policy Statement

This policy has been developed to transfer ownership of the CMHC Section 95 units, once the operating agreements have expired, to eligible members in a fair, equitable and transparent manner.

Subject to Section 3.4, Neskonlith Indian Band has entered into operating agreements with CMHC for phases 1 to 11 for terms up to 25 years. Once the agreements have fully matured, the units are no longer subject to the terms of the CMHC operating agreement, and Neskonlith Indian Band can, at its discretion, transfer ownership of the units to Band members.

In such instances, the following criteria shall apply in transferring ownership to tenants:

- Rental Agreements will remain in force in the event of rental arrears and no transfer of ownership shall occur until arrears are paid in full;
- Member responsible for all costs associated with homeownership including insurance, maintenance and upkeep;
- This will further be determined by Chief & Council, the Housing Committee, and the Housing Administration.

Section 3

SHELTER ALLOWANCE

3.0 Shelter Allowance Eligibility

3.1 Introduction

3.1.1 This chapter of the Policy has been drafted to comply with AANDC's draft shelter allowance policy. If any part of this Policy is inconsistent with the AANDC policy once it has been approved in its final form, the AANDC policy shall apply, this Policy shall be read in whatever manner as permits it to be consistent with the AANDC Policy, and Neskonlith Indian Band shall amend this chapter as soon as is practicable to comply with the terms of the final version of the AANDC shelter allowance policy.

- A shelter allowance may only be issued to meet actual, documented shelter costs (up to a maximum shelter variable) if the following conditions apply:
 - (a) the applicant meets social assistance eligibility requirements;
 - (b) the applicant occupies the dwelling;
 - (c) in the event that a significant change occurs, the change must be documented, and evidence must be placed in tenant file; and
 - (d) evidence of actual costs, in the form of billings, receipts for fuel, utility, etc, and Rental Agreements, is produced for the administering authority and maintained on the Tenant file.
- A Rental Agreement is to be copied and placed on the Tenant file. A shelter allowance may only be issued when documentation is placed on the Tenant's file to show actual shelter costs.

3.2 Rental Agreement Information

- The Ministerial Guaranteed Certificate Number or CMHC Master reference number, bank mortgage agreement number, or Personal Mortgage Number must be referenced on one of the following types of rental agreements:
 - social housing agreement;
 - Neskonlith Indian Band Rental Agreement;
 - personal rental agreement;
 - private rental agreement; or
 - housing loan repayment agreement.

The rental agreement requires the following information:

- amount of the established rent for home;
- address of home;
- start and end date;
- signature of the Housing Administration and the applicant or recipient;
- list of Tenants in the home that includes the name, age, relationship, income source; and
- the ministerial guaranteed number, bank mortgage number, or CMHC master reference number.

3.3 Home Maintenance and Repairs

- Home maintenance and repair costs are only applicable to a home privately owned and lived in by the recipient. This is demonstrated by the possession of a Certificate of Possession (CP) by the recipient.
- Home maintenance and repairs are not considered as eligible shelter costs for social housing units or other homes that are rented (including privately rented homes). In these cases the landlord is responsible for the maintenance and repair.
- Home maintenance and repairs refers only to essential items of protection, replacement, and repair that are part of the physical structure of the recipient's home, and will not include replacement of, or repairs to appliances or decorative items.
- The recipient or owner must have made application and been denied all other home maintenance programs available through the Neskonlith Indian Band housing (RRAP) and provide documentation to that effect.

3.4 Rentals with No Mortgage Debt

- 3.4.1 In order to provide safe, affordable and adequate housing for all Neskonlith Indian Band members, Council may continue to offer Neskonlith Indian Band owned Rental Units on a rental basis where the mortgage(s) for the unit have been paid in full. A Neskonlith Indian Band mortgaged unit for the purpose of this policy is a unit where Neskonlith Indian Band has constructed and financed a home /rental home through the CMHC Section 95 program or bank financing.
- 3.4.1 This policy shall apply to all Neskonlith Indian Band members who cannot afford homeownership or the upkeep of a home once the Neskonlith Indian Band mortgaged unit they reside in has been paid in full. This shall apply to new and existing home Rental Units subject to the following:
- the unit will remain property of Neskonlith Indian Band;

- once a mortgage has been discharged, a new Rental Agreement shall be signed by the Tenant(s) and Housing Administration;
- the Rental Agreement (Appendix) will stipulate terms and conditions of occupancy, occupancy charge, Tenant and Neskonlith Indian Band responsibilities, as well as terms of agreement.
- Tenants on Social Assistance or elders on a limited fixed income are eligible for the rental program;
- occupancy charge will be based on bedroom count and will be pro-rated, if members within the household are over 18 years of age or employed (or 16-17 years olds who have demonstrated they have withdrawn from parental control);
- any changes to household occupancy, persons occupying the home, must be updated on a monthly basis to Income Assistance;
- the occupancy charge will be used to cover services, maintenance, upkeep and to fund a replacement reserve on an on-going basis; and
- funds collected will be segregated from other rental units and will be used exclusively on the home that is being charged occupancy.

3.5 Rental of Privately Owned Homes

- 3.5.1 A Homeowner of a Privately Owned Home may rent out a portion or all of the Privately Owned Home to a Private Tenant through a private landlord / tenant arrangement. The Homeowner may set rent and make conditions of occupancy without requiring approval of the Neskonlith Indian Band Housing Administration as long as the tenancy is in compliance with all Neskonlith Indian Band bylaws.
- 3.5.2 If the Homeowner wishes to rent to Members who are on social assistance, a signed lease agreement is required prior to any rents being paid in order to be eligible for shelter allowance. The lease agreement must be pre-approved by the Housing Administration and Social Development Department. Moreover, the occupancy charge is subject to the rental table established by AANDC.
- 3.5.3 A Sample Private Rental Agreement is included at Appendix as a guide. This Sample Private Rental Agreement is the template form of residential tenancy agreement produced by the British Columbia Residential Tenancy Branch to be compliant with British Columbia's residential tenancy laws. However, Private Tenants and landlord Homeowners should be aware that British Columbia residential tenancy laws do not apply on reserve.
- 3.5.4 It is the responsibility of the Homeowner to seek independent legal advice over the use of this Sample Private Rental Agreement. Neskonlith Indian Band is not liable for any actions / liabilities as a result of implementing this Sample Private Rental Agreement. Neskonlith Indian Band is not responsible for upkeep, repairs, maintenance, and services to the Privately Owned Home, except in the ordinary course or as otherwise provide in this Policy. All insurance is the sole responsibility of the Homeowner and the Private Tenant.

Section 4.0 Renovations

4.0 Renovations

4.1 Capital Housing Renovations Program (CHRP)

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

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

- Renovations must extend the life of the house for ten (10) years;
- Must be on reserve home owned by NIB member ;
- Must be primary residence of NIB member;
- Major home repairs – roofs, siding, foundation, flooring, insulation, electrical, windows/doors and bathroom/kitchen repairs;

The following homes are ineligible for renovations:

- Condemned homes;
- Homes that are less than 5 years old;
- Social housing units (band owned);
- Privately owned rental units; and
- Privately owned portables used as classrooms, offices or for personal use.

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

- Elders;
- Need;
- Homeowner's willingness to contribute;
- Whether homeowner has had renovations recently (less than 10 years);

The Housing Administration will submit applications to AANDC based on the above selection criteria.

If approved, a qualified inspector will inspect renovations and all homes approved for renovations. All work must comply with the building code (NBC, BCBC).

Homeowner will be responsible for obtaining quotes from qualified contractor(s) approved by the Director Responsible for Housing and NIB will hire a qualified inspector.

4.2 Home Adaptations for Seniors Independence (HASI)

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

- have difficulty with daily living activities brought on by ageing;
- have a total household income that is at or below a specified limit; and
- 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:

- handrails;
- bathtub grab bars and seats;
- lever handles on doors
- Please refer to HASI handbook for more detailed repairs

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

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

Section 5.0

Other Renovations

5.0 Other Renovations

5.1 Residential Rehabilitation Assistance Program (RRAP)

Canada Mortgage & Housing Corporation (CMHC) offers funding under the Residential Rehabilitation Program (RRAP) to homeowners and for persons with disabilities.

Under the program, homes repaired must be brought up to a minimum level of health and safety, and extend the useful life of a housing unit by a further 15 years.

The program provides a forgivable loan that does not have to be repaid as long as;

- The homeowner owns and lives in the house for the forgiveness period; or
- The Band rents the home to a qualified low-income tenant for the forgiveness period.

Who can Apply?

Neskonlith Indian Band is responsible for determining which applications are submitted to CMHC each year.

An application can be submitted for homes that are either:

- Band-owned; or
- Owned and occupied by a band member as confirmed by a certificate of possession or Band Council Resolution.

Eligibility Criteria – the Occupant

The income of the primary occupant and their spouse cannot be over the household income limits established by CMHC.

Income verification is required to be submitted to the Band.

Loan Amount

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

RRAP Guidelines

The home must be at least five (5) years old; and

Homeowner RRAP is available for homeowners whose house lacks basic facilities or is in need of major repair in one (1) or more of the following categories:

- a. Structural, electrical, plumbing, and heating or fire safety.
- b. Assistance may also be available to address a problem with overcrowding.
- c. Work carried out prior to approval is not eligible.
- d. Houses must be a minimum of five (5) years old in order for the homeowner to qualify for RRAP.

- e. *RRAP for Persons with Disabilities* offers assistance to homeowners who wish to complete accessibility work to modify their home to suit individuals with disabilities.
- f. Applications for the RRAP programs can be obtained from the Housing Administration.
- g. Properties must be a minimum of five (5) years old in order to qualify for RRAP assistance.
- h. Additional RRAP assistance is available on a property a minimum of 15 years after the first RRAP grant.

5.2 Renovation Loans through the Homeownership Program

Renovations loans are also available for qualified Band member under the Homeownership program. Loans are available for homes owned by the Band member for up to \$75,000 and an amortization period of 15 years. Please refer to Section 5.3 for further details.

Section 6 - Homeownership

6.0 Homeownership – Neskonlith Indian Band Market Housing Fund

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

6.1 New Construction

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	\$200,000
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 & road access)
Certification of Possession (CPs)	Neskonlith Indian Band to hold CP until mortgage is fully amortized.
Total Debt Services Ratio	Not to exceed 40%
Debts owed to Neskonlith	To be addressed if Band member is in arrears (all programs).
Construction method	General Contractor only.
Hold back on Construction	10%
CMHC Mortgage Insurance	Mandatory

STAGE 1 – Pre-Qualification

- 1) A Market Based Housing Application is sent in by the Band member to Neskonlith Indian Band Housing Administration. An orientation package is sent to Band member detailing the eligibility requirements.
- 2) Neskonlith Indian Band 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 16) will be issued to the financial institute stating that the Neskonlith Indian Band 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 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 Neskonlith Indian Band may at its discretion defer the application for a period of six (6) months to ensure that the Band member abides by the repayment plan.
- 3) Only after the Band member has received conditional support from Neskonlith Indian Band 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.
 - 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.

- 4) 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.
- 5) Where 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) Identification of a serviced lot and CP formally transferred to the Neskonlith Indian Band, if Neskonlith Indian Band does not already hold CP. A title search will be conducted to ensure that the lot is unencumbered, as well as to ensure the lot is surveyed and registered under Canadian Lands Survey Records (CSLR). CP is transferred to Band member only after the mortgage has been fully amortized.
- 2) Housing Administration 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 housing lot allocation.
- 3) Band member to submit six (6) sets of plans, one (1) for the Neskonlith Indian Band and one (1) to be forwarded to the financial institution. **Must provide proof that plans comply with British Columbia Building Code (BCBC).**
- a. As a minimum, engineered 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 stamped by a local engineer

- 4) For Modular/ prefabricated construction, units must meet the CSA as a minimum standard.
- 5) Band members get quotes from contractors and as a minimum the contractors must demonstrate that they have liability insurance, \$1.5 million, and provide proof of WCB coverage to Neskonlith Indian Band. In addition, contractor must be capable of bridge financing construction, as **advances prior to construction are prohibited.**
- 6) A qualified Contractor is responsible for connecting services, water and installing septic, which must be included in the cost of construction.
- 7) Contractor will be required to remove all waste from construction to an off reserve site.
- 8) Fees for hydro hook-up 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 maximum loan amount.
- 10) Band member is responsible for CMHC mortgage insurance premiums, which can be rolled into the mortgage. Premiums based on the following: (May 06, 2011)

Loan to Value	Premium on Total Loan
Up to and including 65%	0.50%
Up to and including 75%	0.65%
Up to and including 80%	1.00%
Up to and including 85%	1.75%
Up to and including 90%	2.00%
Up to and including 95%	2.75%

Financial institution confirms CMHC mortgage insurance is in place.

- 11) Loan document forwarded to Chief and Council for final approval. Chief and Council issue BCR for loan guarantee.
- 12) Credit Enhancement Certificate is issued by the First Nations Market Housing Fund confirming its backing of the loan.
- 13) Contractor to provide proof of builders risk insurance to Neskonlith Indian Band and Financial Institution.
- 14) Copy of builder's contract forwarded to Neskonlith Indian Band and any related correspondence must be forwarded to Neskonlith Indian Band.
- 15) **Construction begins.**
- 16) Approved list of qualified inspectors will be provided by Neskonlith Indian Band, who will be responsible for progress and compliance inspections. The maximum number of progress advances is six (6). Pictures to be included in the advance documentation. **Fee to be determined and Band member responsible for payment.**
- 17) Health Canada to provide certificate and approved Septic design.
- 18) Equity (5%) must be drawn down first prior to the first loan advance being processed.
- 19) Holdback of 10% for 30 days will be required and enforced by the lender. General contractor to sign Statutory Declaration stating all subs have been paid.
- 20) Proof of fire insurance provided by Band member to financial institution prior to move in date.

6.2 Purchase an Existing Home

Purchase of an existing home on Neskonlith Indian Band either from another Band member or the Neskonlith Indian Band.

	Program Details
Maximum Loan	\$200,000
Maximum Amortization	25 years
Down payment	5% down (cash only no sweat equity)
Life Insurance	Mandatory
Fire Insurance	Mandatory
Home Inspection	Mandatory
Appraisal	Mandatory to establish value.
Certification of Possession (CPs)	Neskonlith Indian Band to hold CP until mortgage is fully amortized.
Total Debt Services Ratio	Not to exceed 40%
Debts owed to Neskonlith	To be addressed if in arrears
Renovations	Can be included with Purchase price as long as within max loan.
Hold Back / Construction method	10% - General Contractor renovations
CMHC Loan Insurance	Mandatory

STAGE 1 – Pre-Qualification

- 1) A Market Based Housing Application is sent by the Band member to Neskonlith Indian Band Housing Administration. An orientation package is sent to Band member detailing the eligibility requirements.
- 2) Ensure seller holds CP for lot and verification of no encumbrances.
- 3) Neskonlith Indian Band 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 the Neskonlith Indian Band 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 the Neskonlith Indian Band may at its discretion defer the application for a period of six (6) months to ensure that the Band member abides by the repayment plan.

- 4) Only after the Band member has received conditional support from the Neskonlith Indian Band 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.
 - 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) 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.
- 6) Where 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

- 1) If private sale, Neskonlith Indian Band is not part of the negotiation process. However, the Neskonlith Indian Band, as guarantor, must be satisfied with the value of the home as demonstrated by an appraisal and home inspection to be conducted by an independent appraiser and home inspector. This shall also apply if the Neskonlith Indian Band is the seller.
 - a. Appraisal 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 appraiser and inspector and submit a copy of the report to Neskonlith Indian Band.
- 2) Sales agreement finalized and CP transferred to Neskonlith Indian Band until mortgage is fully discharged.
- 3) 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.
- 4) Housing Administration 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 CP allocation.

- 5) 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 maximum loan amount.
- 6) Band member is responsible for CMHC mortgage insurance premiums, which can be rolled into the mortgage. Premiums based on the following: (Dated May 6, 2011)

Loan to Value	Premium on Total Loan
Up to and including 65%	0.50%
Up to and including 75%	0.65%
Up to and including 80%	1.00%
Up to and including 85%	1.75%
Up to and including 90%	2.00%
Up to and including 95%	2.75%

Financial institution confirms CMHC mortgage insurance is in place.

- 7) Loan document forwarded to Chief and Council for final approval. Chief and Council issue BCR for loan guarantee. (Template attached).
- 8) Contractor responsible for removing all construction waste to an off reserve site.
- 9) Credit Enhancement Certificate is issued by the Neskonlith Indian Band Market Housing Fund confirming its backing of the loan.
- 10) **Confirmation Buyer has Fire Insurance sent to financial institute.**
- 11) **No transfer of funds until Neskonlith Indian Band has received confirmation that CP has been transferred to Neskonlith Indian Band for all private sales. Confirmation sent to the financial institution to release funds.**

6.3 Renovations

For the purpose of this policy, renovations refer to any improvements and modifications to an existing home.

	Program Details
Maximum Loan	\$5,000 - \$75,000
Maximum Amortization	Up to 5 Years loans up \$25,000 Up to 10 Years for loans between \$25,001 to \$50,000 Up to 15 Years for loans between \$50,001 to \$75,000
Life Insurance	Mandatory
Fire Insurance	Mandatory
Certification of Possession (CPs)	Neskonlith Indian Band to hold CP until mortgage is fully amortized.
Total Debt Services Ratio	Not to exceed 40%
Debts owed to Neskonlith	To be addressed if Band member is in arrears
Construction method	General Contractor / Do-it-yourself for certain items / Subs

STAGE 1 – Pre-Qualification

- 1) A Market Based Housing Application is sent in by the Band member to Neskonlith Indian Band Housing Administration. An orientation package is sent to Band member detailing the eligibility requirements.
- 2) Confirmation that the Band member holds CP on property and must consent to transferring to Neskonlith Indian Band for the duration of the loan.
- 3) Neskonlith Indian Band 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 the Neskonlith Indian Band 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 the Neskonlith Indian Band may at its discretion defer the application for a period of six (6) months to ensure that the Band member abides by the repayment plan.
- 4) The Band member to submit quotes and a general description of renovations , which will be reviewed by Housing Administration for the following:
 - a. Provide a professional opinion on whether work can be done by Band member.

- b. Determine which work **MUST** be done by Trades (I.e. structural, electrical, plumbing, HVAC) which will be communicated by Housing Administration.
- 5) Only after the Band member has received conditional support from the Neskonlith Indian Band can the Band 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.

- 6) 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.
- 7) Where 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) Provided the Band member meets all the pre-qualification criteria, and confirmation that the Band member holds the CP, the Band member must consent to a legal transfer of CP to the Neskonlith Indian Band until the loan is fully amortized.
- 2) Housing Administration 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.
- 3) 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 WCB coverage to the Neskonlith Indian Band. In addition, contractor must be capable of bridge financing construction, as **advances prior to construction are prohibited.**
- 4) Contractor responsible for removing all construction waste to an off reserve site.
- 5) Final quotes, for contractor and building supplies must be forwarded to financial institution for final approval. Must be below maximum loan amount.
- 6) Proof of fire insurance provided by the Band member to financial institution.
- 7) Loan document forwarded to Chief and Council for final approval. Chief and Council issue BCR for loan guarantee.
- 8) Credit Enhancement Certificate is issued by the Neskonlith Indian Band Market Housing Fund confirming its backing of the loan.

- 9) Contractor to provide proof of construction insurance to Neskonlith Indian Band and Financial Institution.
- 10) **Renovations begin.**
- 11) Approved list of qualified inspectors will be provided by Neskonlith Indian Band, who will be responsible for progress and compliance inspections. The maximum numbers of inspections are two (2); one (1) 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.
- 12) Holdback of 10% for 30 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.

6.4 Refinance of an Existing Home

For the purpose of this policy, refinancing refers to the transfer of an existing mortgaged property on Neskonlith Indian Band into the market based housing program. In order to qualify for the refinancing of an existing home, an additional loan for renovations must be included into the mortgage subject minimum and maximum amount.

	Program Details
Maximum Loan	\$200,000
Renovations	Minimum \$10,000 up to a Maximum of \$75,000
Maximum Amortization	25 years
Life Insurance	Mandatory
Fire Insurance	Mandatory
Certification of Possession (CPs)	Transferred to Neskonlith Indian Band until mortgage is fully amortized.
Total Debt Services Ratio	Not to exceed 40%
Construction method	General Contractor / Do-it-yourself for certain items / Subs
Hold back on Construction	10% - General Contractor
CMHC Insurance	Mandatory

STAGE 1 – Pre-Qualification

- 1) A Market Based Housing Application is sent by the Band member to Neskonlith Indian Band. An orientation package is sent to Band member detailing the eligibility requirements.
- 2) Confirmation that Band member holds CP and existing mortgage amount. Any penalties for early discharge on an existing mortgage will be borne by the Band member.
- 3) The Band member is required to increase mortgage by a minimum of \$10,000 and up to a maximum of \$75,000 for renovations in order to be eligible. In addition, this additional increase plus the amount of the existing mortgage being refinanced must be below the maximum mortgage amount of \$200,000.
- 4) Neskonlith Indian Band 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 the Neskonlith Indian Band 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 the Neskonlith Indian Band may at its discretion defer the application for a period of six (6) months to ensure that the Band member abides by the repayment plan.
- 5) The Band member is to submit quotes and a general description of renovations , which will be reviewed by Housing Administration for the following:
 - a. Provide a professional opinion on whether work can be done by Band member.
 - b. Determine which work **MUST** be done by Trades (I.e. structural, electrical, plumbing, HVAC) which will be communicated by the Housing Administration.
- 6) Only after the Band member has received conditional support from the Neskonlith Indian Band 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.

- 7) 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.
- 8) 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

- 1) Provided the Band member meets all the pre-qualification criteria, and confirmation that the Band member holds the CP, the Band member must consent to a legal transfer of CP to the Neskonlith Indian Band until the loan is fully amortized.
- 2) Housing Administration 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 CP allocation, (if required)
- 3) 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 WCB coverage to Neskonlith Indian Band. In addition, contractor must be capable of bridge financing construction, as **advances prior to construction are prohibited.**
- 4) Contractor responsible for removing all construction waste to an off reserve site.

- 5) Final quotes, for contractor and building supplies, along with verification of equity must be forwarded to financial institution for final approval. Must be below maximum loan amount.
- 6) Proof of fire insurance provided by Band member to financial institution.
- 7) The Band member is responsible for CMHC mortgage insurance premiums, which can be rolled into the mortgage. Premiums based on the following: (May 06, 2011)

Loan to Value	Premium on Total Loan
Up to and including 65%	0.50%
Up to and including 75%	0.65%
Up to and including 80%	1.00%
Up to and including 85%	1.75%
Up to and including 90%	2.00%
Up to and including 95%	2.75%

Financial institution confirms CMHC mortgage insurance is in place.

- 8) Loan document forwarded to Chief and Council for final approval. Chief and Council issue BCR for loan guarantee.
- 9) If the existing mortgage is a Ministerial Guarantee, the Neskonlith Indian Band will be required to issue a 2nd BCR rescinding this guarantee. This ensures that there are not two (2) guarantees on the same loan.
- 10) Credit Enhancement Certificate is issued by the Neskonlith Indian Band Market Housing Fund confirming its backing of the loan.
- 11) Contractor to provide proof of construction insurance to Neskonlith Indian Band and Financial Institution.
- 12) **Renovations begin.**
- 13) Approved list of qualified inspectors will be provided by Neskonlith Indian Band, who will be responsible for progress and compliance inspections. The maximum numbers of inspections are two (2); one (1) 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.

6.5 Default/ Eviction

Neskonlith Indian Band Market Housing Fund Loans (FNMHF)

- a) Lender complies with requirements of the Neskonlith Indian Band Market Housing Fund – advises borrower and Neskonlith Indian Band of the arrears, demands repayment and reinstatement;
- b) If default is not remedied within 120 days, the lender submits claim to Canada Mortgage and Housing Corporation (CMHC) (30 % of Loan) and the Neskonlith Indian Band (70% of loan) excluding Renovation Loans;
- c) Neskonlith Indian Band already has CP for the lot and home;
- d) Begins eviction process.

In the event of a mortgage default, Neskonlith Indian Band can also negotiate to take over the mortgage prior to a claim being filed by the lender. Since Neskonlith Indian Band holds the CP, it would continue to hold CP.

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

Appendix 1: Housing Committee Terms of Reference (TOR)

1.0 Governance

1.1 Composition & Selection of the Housing Committee

Council shall appoint one (1) Council representative, who is a non-voting member. Quorum shall be 50% plus one (1) member.

The Neskonlith Indian Band Housing Committee will be comprised of no more than seven (7) members. Interested members must submit an expression of interest to the Director responsible for Housing, who shall make recommendation to Council.

All Committee members are subject to the Housing Policy.

1.2 Terms and Application Process for Housing Committee:

The term of each Housing Committee member shall be two (2) years and the maximum number of terms a member can serve shall be two (2) years. Not more than one (1) member from the same immediate family (mother, brother, sister, father, son, daughter) can sit on the Housing Committee at the same time.

At the end of each term or when an opening is available on the committee, the Director Responsible for Housing shall advertise openings to the community. Interested Band members must submit a letter stating their interest in sitting on the committee to the Director Responsible for Housing. The Director Responsible for Housing will consult with Council member appointed to the Housing Committee.

Meetings are scheduled quarterly.

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

- Be a registered Band member of the Neskonlith Indian Band;
- Be at least 18 years of age;
- Live on reserve and willing to participate at the meetings;
- Have a sincere desire to help serve the Band membership in a fair, transparent manner, and act in a non-judgmental fashion and not engage in nepotism;
- Have a good knowledge of the needs of the Band in terms of housing;
- Must understand the Housing Policy;
- Sign an Oath of Confidentiality and abide by it;
- If you occupy a Band rental unit, you must adhere to the Housing Policy, and;
- Must have no debt and be in good standing with the Neskonlith Indian Band.

1.3 Removal of a Member from the Housing Committee:

A member shall be removed upon review and a decision made by a quorum of the housing committee for the following reasons:

- Term expires;
- Breach of Confidentiality;
- Breach of Conflict of Interest;
- Is convicted of an offence under the *Criminal Code*, ie. convicted of assault, fraud, violence;
- If they are not in compliance of the Housing Policy;
- Misses two (2) meetings without valid reason, ie. illness or the loss of a family member;

The replacement will be recommended by the Director Responsible for Housing.

1.4 Roles & Responsibilities:

1.4.1 Roles & Responsibilities of Housing Committee:

Housing Committee members will **NOT** have a direct day to day responsibility for operations and program management. The purpose of the Housing Committee is to act as a recommending body in support of this Housing Policy and administration. The Housing Committee's responsibilities are related to the reviewing, and interpreting of Policies, as well as:

- Review and recommend to the Director Responsible for Housing necessary changes annually, or as needed, to the Neskonalith Indian Band Housing Policy in its entirety;
- Review and recommend allocations to the Director Responsible for Housing for rental housing as per approved application criteria;
- Review and recommend to the Director Responsible for Housing actions;
- Prepare for meetings by reading relevant reports and letters;
- Additional recommendations must be formally submitted in writing to the Housing Administration for an agenda item at the next meeting to result in a quorum decision.

1.4.2 Chairperson:

The Chairperson shall be the Director Responsible for Housing or designate. The Chairperson's responsibilities include, but are not limited to:

- Ensure presence of a quorum;
- Approval of agenda, old business, review of minutes;
- Approval or amendment of read minutes;
- Coordinate an agenda based on new business and recommendations;
- Set date for next meeting;
- Maintain order and be an impartial mediator in the workings of the Housing Committee;
- Ensure that the business of the meeting proceeds smoothly and the meeting stays on topic according to the agenda;
- Call for recommendations and ensure everybody has had an opportunity to debate and discuss a recommendation;
- After substantive debate and discussion, call for a consensus vote on the recommendation.

1.4.3 Band / Tenant Member Responsibilities

Tenants have certain responsibilities which must be adhered to in order for them to continue occupying Band-owned housing.

Band members / Tenant SHALL:

- Pay their rent regularly and on time. Rent is due on the 1st of the month;
- The tenant shall provide letter stating any changes in accordance with their tenancy agreement;
- Accept for normal wear and tear, keep the house in good condition, including the yard;
- Ensure that the yard is free from junked cars and other rubbish where it poses a health and safety hazard (environmental and safety risk);
- Be responsible for performing minor maintenance on the house and to take action to prevent damage from occurring;
- New tenants will be required to attend one of the Basic Home Maintenance workshop when scheduled;
- Not to assign or sublet any Band owned unit or any other related Band owned unit without the written approval of the Housing Committee;
- Set up and maintain a BC Hydro account to ensure house is heated and has electrical service for the duration of the tenancy.
- Indemnify and save harmless Neskonlith Indian Band from all liabilities, fines, suits and claims of any kind for which the Neskonlith Indian Band may be liable or suffer by reason of the Tenant's occupancy of the premises;
- Not do any improvements or alterations to the unit, which may render void or voidable any policy of insurance held by Neskonlith Indian Band;
- Immediately notify the Director Responsible for Housing with at least 30 days' notice, when they are going to vacate a house or if they plan on leaving the premises for more than 30 days;
- Not sell, transfer or otherwise dispose of any appliances, or other Band-owned housing equipment without express written approval of the Director Responsible for Housing, unless appliances are owned by the tenant;
- Not use the premises or allow the premises to be used for any other purpose other than a residential dwelling for the tenant, immediate family and / or tenant guests. *Unless express approval has been secured from the Director Responsible for Housing;
- Be responsible to maintain contents insurance of personal property in the unit. Should disaster strike, the Neskonlith Indian Band will not be responsible for the loss of any personal property;
- Maintain the premises in a clean and sanitary condition; the tenant shall be responsible for all tenant caused damages to the premises;
- Enter into an Arrears Recovery Agreement to plan repayment and address arrears;
- Ensure that when maintenance is being conducted on the unit, the area where repairs are being done must be free of clutter and waste;
- Respect the rights and privacy of neighbours (no trespassing, excessive noise, etc);
- Tenants in Neskonlith Indian Band Band-owned housing must have written permission of the Director Responsible for Housing, if they wish to have pets.

Appendix 2 - 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.	Duration of the Application having been on the Housing Waiting List a) Updated application only, for each 6 months on the waiting list up to maximum 5 years	.25 point for every 6 months	
2.	Family Structure a) For each applicant’s child under the age of 18. b) Applicant is a single parent with dependents. c) Applicant and dependent(s) are members – point for each member. d) Number of household member(s) who require disabled access or special modifications _____.	1 point each	
3.	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	
4.	Household Income a) Applicant’s income affords all personal and housing related cost (monthly income is 3 X monthly rent) b) Applicant has a good credit rating with Neskonlith Indian Band c) Applicant has confirmation from Income Assistance for Shelter component	2 points each	
5.	Who is not eligible a) The applicant is under the age of 16; b) The application is incomplete; c) Application is over the 2 years old and has not been updated; d) The applicant cannot afford the unit and all personal expenses (See: attached expense sheet) Monthly income is Less than 3 X monthly rent); e) The applicant has a bad credit rating with Neskonlith Indian Band f) The applicant is not in good standing with Neskonlith Indian Band f) The applicant has a history of not complying with the “Rental Agreement”.	Any bullet with a check mark will disqualify the applicant’s application. <input checked="" type="checkbox"/> for applicable	
	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).

Appendix 3- Rental Rates

Old (Pre-1997) Phase #5-8 LEM

- 3 bedroom \$660.00
- 4 bedroom \$720.00
- 5 bedroom \$775.00

New (Post-1996) Phase #9-11 MRC

- 3 bedroom \$475.00
- 4 bedroom \$525.00
- 5 bedroom \$575.00

Band-Owned Housing

3-plex

- 1 bedroom \$375.00

6-plex

- 1 bedroom \$495.00
- 2 bedroom \$575.00

Pettigrew House

- 5 bedroom \$700.00

Phase 4

- 2-3 bedroom \$475.00
- 5 bedroom \$575.00

Appendix 4 – Rental Agreements

Appendix 5 – Maintenance & Repair

NESKONLITH INDIAN BAND & TENANT MAINTENANCE AND REPAIR RESPONSIBILITIES

1. INTRODUCTION

This Schedule is a more detailed description of the Tenant's and Neskonlith Indian Band's responsibilities for the maintenance and repair of the Premises covered by the Rental Agreement.

2. TENANT RESPONSIBILITIES

1 EXTERIOR & GROUNDS

- 1.1 Screens damaged.
- 1.2 Holes in lawn caused by pets or children
- 1.3 Fencing and garbage stands damaged
- 1.4 Damage to lawns where cars have been parked.
- 1.5 Damage to light fixtures
- 1.6 Damage to landings and stairs (Willful damage)

2 INTERIOR OF BUILDING

- 2.1 Tile lifting because of excess water and no water and no wax being used or carpeting soiled or torn
- 2.2 Cracked or chipped tile if willfully damaged
- 2.3 Damage to drywall or doors
- 2.4 Gouges in walls from furniture etc.
- 2.5 Water damage to ceilings due to tenant negligence
- 2.6 Doors and lock sets damaged
- 2.7 Doors and drawers on kitchen cupboard doors
- 2.8 Bent or broken hinges on cupboard doors
- 2.9 Windows or locks broken
- 2.10 Window frames missing or damaged
- 2.11 Handrails pulled off the walls
- 2.12 Stairs chewed or gouged
- 2.13 To clean exhaust fans - kitchen and bathroom

3 ELECTRICAL

- 3.1 Switch and plug plates missing or broken
- 3.2 Porcelain lamp holders damaged
- 3.3 Interior pull chain light switches damaged
- 3.4 Damaged light fixtures

4 APPLIANCES

- 4.1 Cracked interior walls of fridges if willfully damaged
- 4.2 Chipped or cracked porcelain on stove and fridge
- 4.3 Ice trays missing or damaged
- 4.4 Range elements missing

5 PLUMBING

- 5.1 Plugged toilet, sink, or sewer line and filters
- 5.2 Stripped water taps, stems and handles
- 5.3 Chipped or cracked porcelain on sink, bathtub or toilet
- 5.4 Damaged toilet seats
- 5.5 Broken toilet or sinks (bathroom)
- 5.6 Trip lever damaged

6 HEATING

- 6.1 Clean air filter on furnaces
- 6.2 Thermostats damaged / damage to oil tanks
- 6.3 Clean HRV and filter

3. NESKONLITH RESPONSIBILITY

It is acknowledged that this list may change from time to time.

1. STRUCTURE

- 1.1 Cracks in walls and ceilings due to construction
- 1.2 Sticking doors only when reported immediately and no other damages occurs
- 1.3 Sagging or shifting door frames
- 1.4 Siding replacement (10-15 years)
- 1.5 Load Bearing Walls & Foundation repairs
- 1.6 Roof / Truss Repairs (10-20 years)
- 1.7 Flooring repairs due (5-10 years)

2 SYSTEMS

- 2.1 Water leaks - plumbing - roof - walls
- 2.2 Dripping taps
- 2.3 Broken or rusted out pipes and drains
- 2.4 Veneer coming off doors when reported immediately
- 2.5 Burnt out light switches on stove
- 2.6 Major furnace repairs

Tenant	Date	Neskonlith Indian Band	Date

Appendix 6 – Home Inspection Form

Unit Location: _____ Unit Number: _____

Inspection Type: Annual ____ Move Out ____ Move In ____

Items	Condition - (Good / Clean, Damaged, Missing, Not Clean)	Comments
COMMON AREA		COMMON AREA
Front Door		
Storm Door		
Back Door		
KITCHEN AREA		KITCHEN AREA
Fridge		
Stove		
Other Appliances		
Cupboards		
Countertops		
Plumbing		
Flooring		
Walls		
Doors		
Windows		
Other		
DINING ROOM		DINING ROOM
Flooring		
Walls		
Windows		

LIVING ROOM / HALL		LIVING ROOM / HALL
Walls		
Flooring		
Doors / Doorways		
Windows		
BATHROOM		BATHROOM
Toilet		
Basin / Taps		
Shower Bathtub Taps		
Flooring		
Doors		
Walls		
Plumbing		

BEDROOM #1		BEDROOM #1
Closet		
Walls		
Flooring		
Doors / Doorways		
Windows		
Other		
BEDROOM #2		BEDROOM #2
Closet		
Walls		

Flooring		
Doors / Doorways		
Windows		
Other		
BEDROOM #3		BEDROOM #3
Closet		
Walls		
Flooring		
Doors / Doorways		
Windows		
Other		
FIRE SAFETY		ALL LEVELS
Smoke detectors		
Carbon Monoxide detectors		
OTHER AREA - specify		OTHER AREA

Inspection Completed By: _____

(Housing Administration Representative)

Date:

Inspection Viewed By: _____

(Tenant)

Date:

Appendix 7 - Transfer of Tenancy

Date: _____

Name: _____

House Address: _____

I am giving up my residence for _____year(s)/month(s)
(Maximum time span: two (2) years)

I will be prepared to move back into my house by _____ month/day/year.
I understand if I do not return in the specified time and I do not contact Housing Administration I will be giving up any expectation for moving back into this home.

Reason(s) for leaving:

- _____ School
- _____ Work
- _____ Medical
- _____ Other: _____

Explain: _____

Signature

Housing Administration Representative

Note: There will be a letter sent to your temporary address one (1) month before your expected return. Please ensure to notify the Housing Administration of your current address at this time.

Original to put in client files
Copy to clients

Appendix 8 – Abandoned Units

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Rental Unit #: _____

We have noted that you have not made rental payments and utility payments for 30 days. In addition, you have not dealt with the arrears notices. Please confirm your residency within 15 days. If we do not receive a response, we will consider the unit abandoned, and it will be re-allocated to another applicant.

We wish to further advise you that if the unit is abandoned, you shall be responsible for any rents, arrears, hydro fees and damages to the unit. You will not be eligible for a unit in the future unless you have settled these accounts.

If you have any questions regarding this matter, you can call me at (250)679-3295.

On Behalf of the Housing Administration
Director Responsible for Housing

Appendix 9 - Rent 1st Notice

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Rental Unit #: _____

This notice is to inform you that we have not received your rent payment, which is due on the 1st day of the month. Our records show that you are five (5) days past due.

According to the terms of the Housing Policy & Tenancy Agreement, you are required to pay rent at the 1st of every month. The total amount due is \$ _____.

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

If you have any questions regarding this matter, you can call me at (250)679-3295.

On Behalf of the Housing Administration
Director Responsible for Housing

Appendix 10 – Rent 2nd Notice

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Rental Unit #: _____

This is the 2nd notice to inform you that we still have not received your rent payment, which was due on the 1st day of the month. Our records show that you are **15** days past due.

According to the terms of the Housing Policy & Tenancy Agreement, you are required to pay rent at the 1st of every month. The total amount due is \$ _____.

In accordance with the Housing Policy, we are requesting you come into our office to discuss this situation and make arrangements for payment.

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

If you have any questions regarding this matter, you can call me at (250)679-3295.

On Behalf of the Neskonlith Housing Administration
Director Responsible for Housing

Appendix 11 – Final Notice

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Rental Unit #: _____

This is to advise you that you are now in jeopardy of being evicted from your Unit. We have issued two (2) notices dated _____ and _____, in which we asked you to make payment. It is now **30 days** past due and we still have not received any payment.

According to the terms of the Housing Policy & Tenancy Agreement, you are required to pay rent at the 1st of every month. The total amount due is \$ _____.

In accordance with the Housing Policy, you now have **five (5) days** to come into our office to discuss this situation and make arrangements for payment. If you have do not address this situation and contact us, we will have no choice but to issue an **eviction notice**.

We have made every effort to work with you and are prepared to negotiate a repayment plan. This cannot be arranged if you do not come into our office to discuss this matter.

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

If you have any questions regarding this matter, you can call me at (250)679-3295.

On Behalf of the Neskonlith Housing Administration
Director Responsible for Housing

Appendix 12 – Eviction Notice

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Rental Unit #: _____

This is to advise you that you now have 24 hours to vacate the Unit. We have exhausted all options and offered to work with you, but you have not contacted our office or made arrangements.

Please remove your belongings and have the Unit vacated no later than ____ pm of _____. After this, the Housing Administration will be changing the locks on the Unit.

If you do not vacate the Unit, or enter the Unit after the locks have been changed, we will contact the police to assist us in this manner.

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

If you have any questions regarding this matter, you can call me at (250)679-3295.

On Behalf of the Neskonlith Housing Administration
Director Responsible for Housing

Appendix 13 – Repayment / Arrears Recovery Agreement

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

Agreement to repay arrears between

The Tenant(s): _____

-And -

Neskonlith Indian Band

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

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

I / we understand that failure to meet the repayment arrangements as noted above constitutes grounds for Neskonlith Indian Band to take corrective action as outlined in the rental housing agreement.

Tenant Signature:	Date:
Tenant Signature:	Date:
Housing Administration:	Date:

Appendix 14 - Major Damage – Tenant Abuse

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Rental Unit #: _____



This is to advise you that we have identified damage(s) in the amount of \$_____ to the residence, which we have deemed the result of tenant abuse. Under terms of the Housing Policy and your tenancy agreement, we hereby give you notice that you have **30 days** from the date of this notice to make arrangements with Housing Administration to pay for the repairs.

If you do not make the required repairs by_____, we will proceed with the repairs with our own contractor(s) / staff and will bill you for the materials and labour cost associated with the repairs.

Further damages attributed to tenant abuse could lead to further action / eviction.

If you have any questions regarding this matter, you can call me at (250)679-3295.

On Behalf of the Neskonlith Housing Administration
Director Responsible for Housing

**Appendix 15 – Market Based Housing Application
Neskonlith Indian Band
Market Based Housing Program**

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 Neskonlith Indian Band.

What are you applying for?

New Construction: _____ Max loan \$200,000 – 5% down

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

Do you hold Certificate of Possession (CP): _____

Do you have House Plans? _____

Renovations: _____ Max Loan \$75,000 – Minimum \$5,000

Do you hold Certificate of Possession (CP) on your home? _____

What kind of Renovations are you going to invest in?

Purchase: _____ Max Loan \$200,000 – 5% down

Who is the seller: _____

Does seller have Certificate of Possession of lot? _____

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

Has a sale price been negotiated? _____

Will you be including renovations in loan? _____

If yes, please provide some details?

Refinance: _____ Max Loan \$200,000

Will you be including renovations? _____ Max Renovations \$5,000 to \$50,000

Which banks holds your mortgage? _____

Approximate balance of mortgage: _____

Existing mortgage plus renovations cannot exceed \$200,000.

What kinds of renovations will you investing in?

Appendix 16 – 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 Neskonlith Indian Band 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 (where applicable), and a Credit Enhancement Certificate from the Neskonlith Indian Band 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 17 – Internal Credit Check
Neskonlith Indian Band 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:

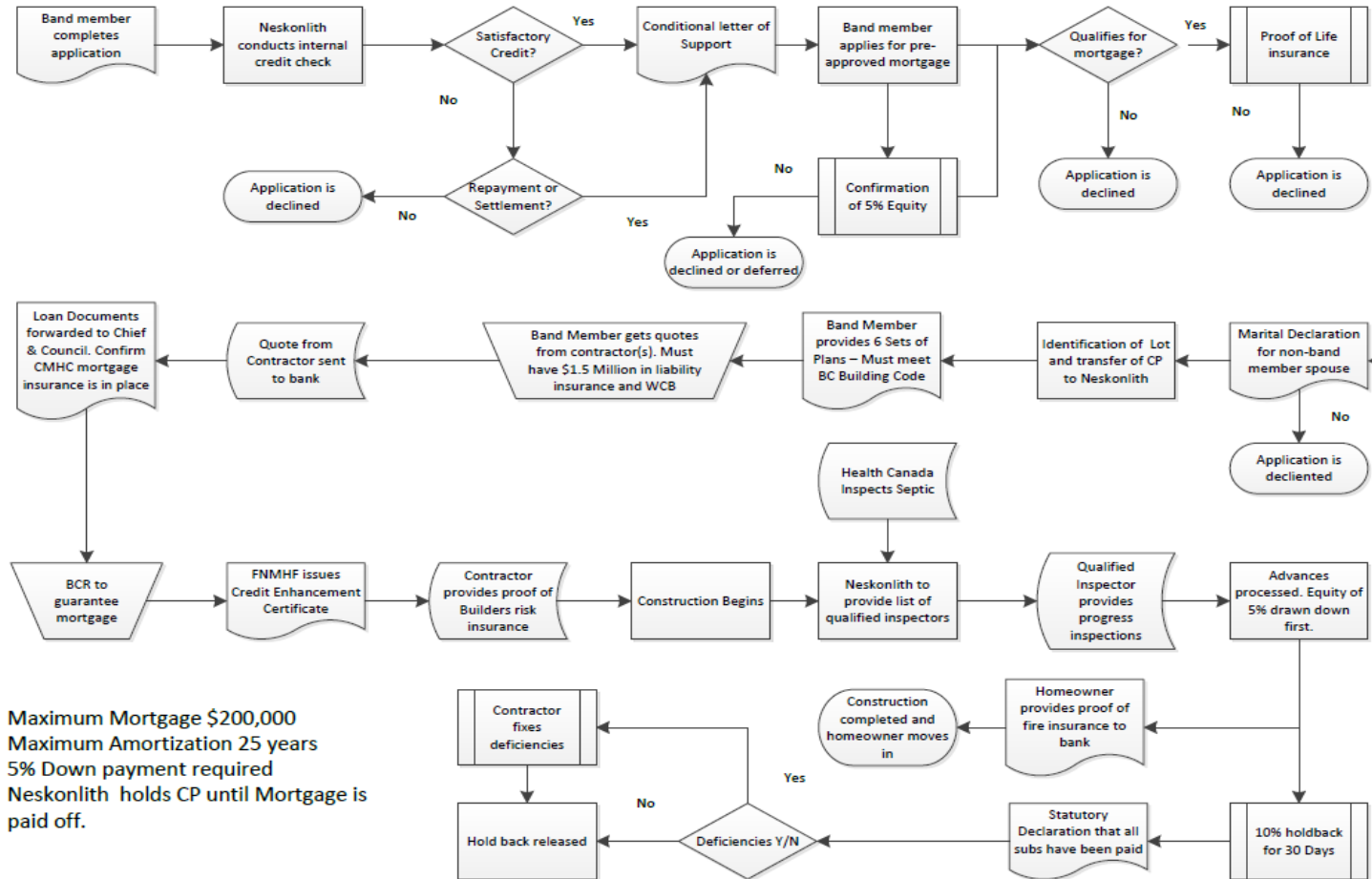
Account Number	Days in Arrears	Amount of Arrears
	Total	\$

Verified by: _____ Date: _____ Finance Administration
--

Full Payment Received? Yes _____ No _____

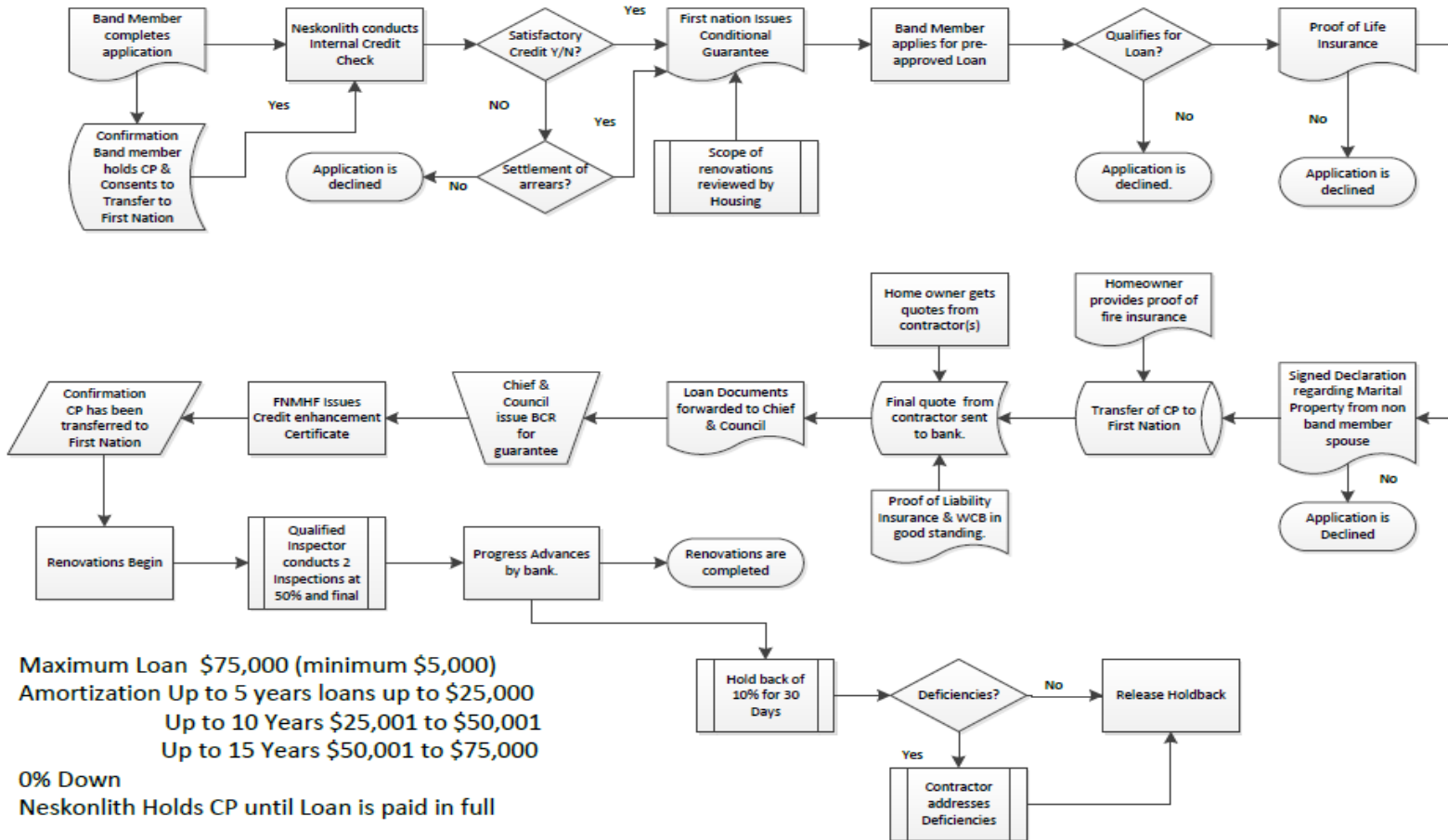
Repayment Plan Negotiated? Yes _____ No _____

Neskonlith Indian Band – New Construction Process – Market Based Housing Program

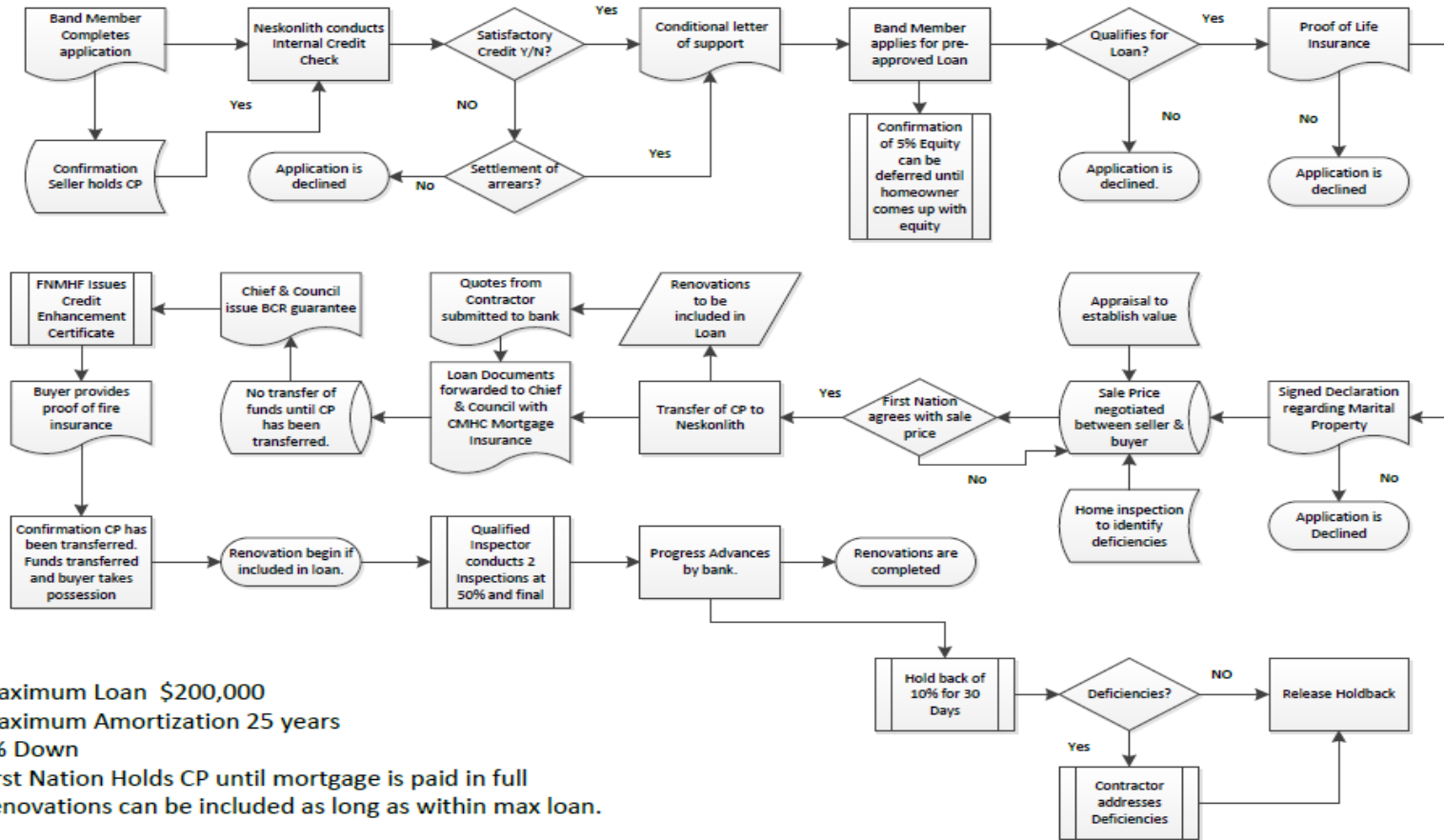


Maximum Mortgage \$200,000
 Maximum Amortization 25 years
 5% Down payment required
 Neskonlith holds CP until Mortgage is paid off.

Neskonlith Indian Band – Renovations – Market Based Home Ownership



Neskonlith Indian Band – Purchase – Market Based Home Ownership



Maximum Loan \$200,000
 Maximum Amortization 25 years
 5% Down
 First Nation Holds CP until mortgage is paid in full
 Renovations can be included as long as within max loan.