

Wagmatcook First Nation
Wagmatcookewey Housing Policy
Mi'kmaq Communal Housing Approach

Amended:

TBD

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1.0 Background

1.1) History of Housing in Wagmatcook

The history of housing for Wagmatcook band members is vested in a tradition of sharing community resources among, and for the benefit of, all community members. Prior to contact with Europeans Mi'kmaq people lived in shelters constructed from natural materials and constructed by the community. Mi'kmaq people survived in the spirit and application of communal living. Everything from materials, tools, food, clothing and shelter was a shared experience.

Access to adequate housing has always been a challenge for band membership under Indian Act of Canada and numerous on reserve housing programs designed by the Department of Indian and Northern Affairs Canada (INAC). Between 1953 and 1985 Indian Agents controlled funding going into communities. Some money was allocated to construct small unfinished homes on reserve lands without central water and wastewater. It has been reported by Wagmatcook elders that Indian Agents would pick their favorite band members to give limited funds for the construction of basic tar paper shacks. Simultaneously Indian Agents promoted the benefits of residential schools for children and actively planned for the centralization of adults remaining on reserve to two larger reserves at Eskasoni and Shubenacadie. Providing accessible and adequate housing on reserve was not a priority of the Federal government for most of the twentieth century.

In late 1990's Canada Mortgage and Housing Corporation (CMHC) joined forces with the Department of Indian and Northern Affairs to deliver a new on-reserve housing program. It was intended to provide "mortgage based" social housing units on-reserve with long term subsidies to off-set mortgage debt. At the time, this new program was promoted as the most innovative way to increase housing units on reserve. CMHC and INAC devised a methodology to create a limited number of eligible housing units available for distribution among the thirty three Atlantic region First Nations. The program was known as CMHC Section 95.1 units.

The total number of annual CMHC "section 95 units" was determined by the amount of Federal revenue available to construct homes on reserve across Canada under this program. INAC and CMHC collaborated on the distribution of section 95 housing units between the First Nations in New Brunswick, Prince Edward Island and Nova Scotia similar to a lottery.

The program marketing hook included a) a reduced mortgage rate and b) a twenty five year "subsidy" enables the financing of home construction on reserve. Section 95 became a type of lottery for First Nations. The more units a community was allocated implied a more progressive community.

This Federal program divided communities and effectively increased First Nation mortgage debt by authorizing Ministerial Loan Guarantees (MLG) to guarantee the repayment of section 95 mortgage debts. In a way the INAC-CMHC section 95 program flipped the fiduciary duty of Canada to First Nations owing money to Canada.

At the same time this new national program was being designed, the Federal government passed Bill C-31 into law which reinstated the rights of aboriginal women who were stripped of their ancestry and aboriginal rights through marriage to a non-aboriginal person. Bill C-31 increased the number of reinstated band members looking for housing in their traditional communities. The Federal government allocated limited resources to Band Council's to construct homes for band members reinstated under Bill C-31. The actions of the Federal government after the passage of Bill C-31 continued the practices of the Indian Agents which effectively passed the buck to the elected Mi'kmaq leadership to deal with.

Wagmatcook, like all First Nations, was required to qualify for section 95 "units" annually based on its year-end financial position. If INAC placed the First Nation under "intervention" the community was not eligible for section 95 units. The net effect of this INAC policy was an increase in the number of band members waiting for adequate housing, more overcrowding and no employment for band carpenters and housing trades.

Historically Wagmatcook was allocated one or two INAC-CMHC section 95 units. The house size to be constructed was determined by a CMHC calculation (MUP). Since 1995 (C-31), the number of persons or families on the Wagmatcook band housing list has ranged between 35- 57.

Wagmatcook Band Council has always been aware that housing demand outweighed the Nation's financial capacity to provide adequate housing for all community members at one time. The INAC-CMHC housing program experiment has largely failed Wagmatcook members. This is the primary reason why Wagmatcook's housing policies have always concentrated on meeting the housing needs of as many band members and residents as possible within the described financial constraints. This policy continues that focus.

Wagmatcook has always maintained the position that Canada has a fiduciary duty and obligation to address the social, health, education and housing needs of Wagmatcook Mi'kmaq. As a result of the Marshall Decision and an increase in the development of a commercial fishery, the band council has increased spending on home construction and renovations to support its membership through own source revenues.

Wagmatcook's first housing policy was formally approved by Chief and Council in July 2013. It had, in fact, been applied in practice by Chief and Council for some time before this date. It was based on the practice of sharing available financial resources to provide adequate housing for members living in the community to meet personal and family needs.

The 2013 policy was a way to a market housing approach including rental housing. The 2013 policy manual was adapted from a policy promoted by the First Nations Market Housing Fund (FNMHF). The policy set out a framework for the administration of a housing program in the community and responsibilities for members living in community assets.

Market housing is based on the premise that gainfully employed persons have enough income to pay rent or mortgage. Wagmatcook is located in a semi-rural part of northeastern Unamaki (Cape Breton) Nova Scotia with limited land base and seasonal economic and employment opportunities. The idea for a market based housing program may enable some band members who have full time employment to pay rent. However, given the communal approach to housing in community, a rental housing regime was not implemented.

It is important to note that Wagmatcook's land tenure is vested in the tradition of sharing the land. The homes built on the Nations land and the associated mortgages are communal assets and debt.

The Wagmatcook Band Council has prepared this amended communal policy based on principle of sharing. It sets out shared responsibilities among elected leadership, the Nation's administration staff and Wagmatcook band members. Ultimately the community has a shared responsibility for adequate shelter for members living in the community and the Band Council's financial capacity to construct and renovate dwellings.

This policy (and the 2013 housing policy) does not guarantee a new home or housing for all band members who have applied for housing in Wagmatcook. The Band Council has a legal responsibility to oversee the financial administration of Nation's revenue and investments in community based programs for children, youth, adults and elders and band members with disabilities. The Band Council endeavors to provide band members safe social housing constructed using the National Building Code always subject to the availability of the Nation's financial capacity.

The Band Council will continue to work with the Federal government to address the long term housing needs of Wagmatcook band members. Until that negotiation is concluded the Wagmatcook Chief and Council will continue to address the collective needs of the members based on the principle and traditional practice of tpitnewey.

1.1) Mi'kmaq Human Rights

Wagmatcook, like many Mi'kmaq communities in the Nation, practice the tradition of tpitnewey. This custom and practice is supported by the United Nations Declaration on the Rights of Indigenous Peoples. We are referencing relevant articles from the declaration to highlight the continuous practice of tpitnewey by Mi'kmaq to maintain a sharing society.

The United Nations Human Rights Council recommended the adoption of text of the United Nations Declaration on the Rights of Indigenous Peoples in its resolution 1/2 of June 29, 2006. On September 13, 2007 the United Nations General Assembly adopted resolution 61/295 A Declaration on the Rights of Indigenous Peoples. In 2016, Canada formally recognized the UN Declaration.

Article 4

Indigenous Peoples, in exercising their right to self-determination, have the right to autonomy of self-government in matters relating to their internal and local affairs, as well as ways and means for financing their autonomous functions.

Article 9

Indigenous peoples and individuals have a right to belong to an indigenous community or nation, in accordance with the traditions and customs of the community or nation concerned. No discrimination of any kind may arise from the exercise of such a right.

Article 21

1. Indigenous peoples have the right, without discrimination, to the improvement of their economic and social conditions, including, inter alia, in the areas of education, employment, vocational training and retraining, housing, sanitation, health and social security.
2. States shall take effective measures and, where appropriate, special measures to ensure continuing improvement of their economic and social conditions. Particular attention shall be paid to the rights and special needs of indigenous elders, women, youth, children and persons with disabilities.

Article 22

1. Particular attention shall be paid to the rights and special needs of indigenous elders, women, youth, children and persons with disabilities in the implementation of this Declaration.
2. States shall take measures, in conjunction with indigenous peoples, to ensure that indigenous women and children enjoy the full protection and guarantees against all forms of violence and discrimination.

Article 23

Indigenous peoples have the right to determine and develop priorities and strategies for exercising their right to development. In particular, indigenous peoples have the right to be actively involved in developing and determining health, housing, and other economic and social programmes affecting them and, as far as possible, to administer such programs through their own institutions.

Article 34

Indigenous peoples have the right to promote, develop and maintain their institutional structures and their distinctive customs, spirituality, traditions, procedures, practices and, the case where they exist, juridical systems or customs, in accordance with international human rights standards.

Article 35

Indigenous peoples have the right to determine the responsibilities of individuals to their communities.

1.2) Canadian Human Rights Act ("CHRA")

When exercising its authority under the *Indian Act*, Wagmatcook Council is subject to the CHRA. This housing policy, and decisions made pursuant to it, will be consistent with its obligations under the CHRA, which will be interpreted and applied in consideration of the tradition of tpitnewey, and balancing the quasi-constitutional status of human rights, against the aboriginal rights guaranteed by s. 35 of the *Constitution Act*.

2.0 Objectives

Wagmatcookewey housing is a community and culturally based approach intended to support the health and well-being of all Wagmatcook band members. These guidelines outline the approach by which tpitnewey housing will be governed and administered.

Wagmatcookewey housing is based on the principle that housing is a shared responsibility between the elected community government and its members. All band member(s) are expected to contribute toward the cost of housing.

Wagmatcookewey housing is provided for the benefit of (a) band members and, (b) persons approved for residency in Wagmatcook pursuant to the residency laws of the community as they may exist from time to time. The determination as to whether a person is a band member or a resident, and thus qualified to apply for housing services under this policy, is governed by the membership and residency policies or bylaws enacted by Council from time to time.

The objectives of the Wagmatcookewey Housing Guidelines are:

- Plan access to adequate housing by prioritizing and allocating housing assistance in an equitable manner based on the availability of the Nation's financial capacity;
- Ensure that applicants with Special Needs are accommodated to the point of Undue hardship and in keeping with Mi'kmaq Human Rights law;
- Protect and enhance the community's investment in housing;
- Ensure the responsibility for Wagmatcookewey housing is shared between the Wagmatcook government and band members;
- Create an open and transparent reconsideration process for band members who believe their housing needs are not being met according to this housing guideline;
- Protect and extend the life of existing communal housing units through maintenance, insurance and renovation procedures; and
- Promote individual pride and responsibility for tpitnewey housing.

3.0 Definitions

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

"Accommodation/Accommodate" means the design and adaptation of housing assistance to meet the Special Needs of applicants to avoid discrimination on the basis of a Special Need, to the extent required in the circumstances of each case, and up to the point of undue hardship.

"Applicant" means a band member or band resident who makes an application, pursuant to this policy, for housing assistance, or upon whose benefit a housing application is being made.

"Band" means the **Wagmatcook First Nation** unless indicated otherwise.

“Band member or member” means a member of the Wagmatcook First Nation, pursuant to the band’s membership laws, and whose name appears on the band membership list maintained according to the band’s membership laws.

“Band-owned house” means a house, or other residential unit owned and administered by the Wagmatcook First Nation.

“Band resident or resident” means any person who is accepted as, or qualified to be accepted as, a band resident pursuant to the band’s residency laws.

“Calls for bids” means the procedure for obtaining offers from qualified contractors or tradespersons to carry out work identified by the housing department that is required to be completed on a rental unit.

“Council” means the Chief and Council of Wagmatcook represented by one (1) Chief and Councillors elected by members of Wagmatcook First Nation.

“disability” has the same meaning as it does in the CHRA.

“Elder” means a senior respected Wagmatcook band member.

“Eviction” refers to the legal action taken by the housing office to remove a band member from a band-owned house for failure to honour the conditions of their lease.

“Finance Officer” means a person engaged to work in the Wagmatcook Finance department.

“First Nation” means the Wagmatcook First Nation represented by its Chief and Council.

“Housing Committee” means an organized group of senior band administrators who can objectively review the housing requirements of members. The Housing Committee shall be comprised by the Housing Manager, Health Manager, Income Assistance Manager, one member of the Finance staff and one elder selected by Chief and Council. The Housing Manager shall serve as Committee Chair. Minutes of the Housing Committee meetings shall be submitted to the Senior Manager. The Senior Manager and Housing Manager shall present the Committee’s recommendations and rationale for housing to a duly convened meeting of the elected government.

“Health Manager” means the person engaged by the Chief and Council as the Wagmatcook Health Centre Manager

“Housing Office” is the body (s) responsible to facilitate, manage and administer the housing programs and services on behalf of Chief and Council;

“Housing Manager” means the person hired by the band to manage the band’s housing program.

“Lease” means a written agreement between the housing office and a band membership for the right to occupy a band-owned house, and includes any renewal of such an agreement.

“Priority Ranking” means an administrative system to determine the priority of a member’s housing request which includes a) health and safety/elders, b) renovations general, c) repairs due to damage, d) new housing, e) other

“Tenant” means a band member/person(s) who enters into a lease with the housing office and who pays rent or is required to pay rent in return for the right to occupy a band-owned house.

“Senior Manager” is the person engaged by the Chief and Council to oversee and manage the daily operations of Wagmatcook’s communal programs, services and commercial activities.

“Social/Income Assistance Manager” is a person engaged by Chief and Council as a Social Development Administrator.

“Special Needs” means needs arising from the enumerated grounds under s. 3(1) of the CHRA, and other such other needs as are recognized as Mi’kmaq Human Rights. For greater certainty, a “Special Need” includes a disability.

“Undue hardship” means the legal threshold that must be met in the process of tailoring housing services to meet the Special Needs of band members, and where Accommodation has been requested. Undue hardship refers to the point at which Accommodation becomes prohibitively expensive, creates undue risks to health or safety for other band members, or both. “Undue Hardship” results when reasonable and practicable measures of Accommodation are exhausted, including recourse to other government funding and/or programming, which may include the Residential Rehabilitation Assistance Program for Persons with Disabilities (RRAP-D).

“Unit” means the home or house occupied by the band member/ tenant.

“Wagmatcookewey” means for, of, or related to the Wagmatcook community.

4.0 Policy and Program Administration

The Housing Manager is responsible for the day-to-day operations of all housing services including inspections, scheduling renovation and new construction for carpenters, carpenter apprentices and other trades persons, enforcing the provisions of this guideline, providing tenant counselling on home maintenance and sharing information with community members and elected leadership.

The Housing Manager, Chief Financial Officer and Senior Manager are responsible for developing an annual housing plan including budget allocations for priority health and safety renovations, general renovations and new home construction. These three senior band administrative officials are also responsible for ensuring that the band applies for available funding and programming, which may include RRAP-D grants where outstanding housing services applications or requests raise issues of Accommodation. The recommendations of the Housing Committee will be used to complete the annual housing plan. The Housing Manager shall submit the annual housing plan to Chief and Council for approval by April 30th each fiscal year.

Membership on the Housing Committee is based on the notion that a group of band employees with a variety of experience and expertise will function as an open and transparent advisory group on housing matters. The housing committee will consist of band department managers and support staff. Committee membership will be selected for the purpose of supporting and assisting the housing office in achieving housing goals, ongoing communication and liaising with the membership and leadership and providing advice and assistance to the housing department when required.

This housing policy applies to all band members/persons occupying a band-owned unit in Wagmatcook.

5.0 Shared Roles and Responsibilities

Band Membership

Members have a responsibility to contribute their views on existing and future housing programs and services. This can be done by attending meetings and talking with the housing office or the Housing Committee or the elected government. All members are encouraged to contribute to the development of housing policies and procedures.

Members have a shared responsibility to support implementation and enforcement of the community housing policy as approved by Chief and Council.

Members have a responsibility to share information related to the governance and administration of communal housing which may impact the health and safety of children, youth and elders.

Chief and Council

Wagmatcook Chief and Council are responsible to make final decisions for all housing programs and services. This means Chief and Council are responsible for reviewing and approving all recommendations submitted by the housing department and housing committee and ensuring that decisions comply with the housing policy guideline and available financial resources.

Council can delegate the function of policy development to others; however, Council retains the responsibility for reviewing the recommended policies and approving those policies for implementation and enforcement. Following the approval of new policies, Chief and Council also have the responsibility of ensuring the members are made aware of the new policies and how they are to be implemented and enforced.

Chief and Council are responsible to oversee the operation of the Housing Office. The Senior Manager and Housing Manager will provide updates to the Council as required from time to time.

6.0 Housing Committee

The Housing Committee (HC) will operate within the following terms of reference:

- The Housing Manager shall serve as chair of the Housing Committee (HC).

- The Committee chair will call weekly meetings to review housing applications and requests for housing services. The HC will prioritize requests based on health and safety, Special Needs, elders housing, general renovations, renovations due to damage, new housing and other requests including emergency housing.
- The Committee will review all requests for Accommodation in a timely, confidential and sensitive manner, taking the preferences of the Applicant into account, identifying any available options for Accommodation up to the point of Undue Hardship.
- Plan a weekly work schedule based on approved housing requests and subject to housing priorities and the availability of funding.
- Requests for new housing will be referred to Chief and Council after the HC has developed a housing capital plan for new housing. A financial plan should be attached to the proposed housing plan for Council's consideration.
- Recommend to Chief and Council changes in policy as recommended by the housing department, the membership.
- Report to Chief and Council on a quarterly basis the results, outcomes and pressures associated with the housing program.
- Support the enforcement of this housing policy and community housing goals;
- Support the work of the housing office for policy implementation and enforcement;
- Prioritize housing requests in a way that takes applicants with Special Needs into account accordance with this policy and ensure that recommendations to Chief and Council include options for Accommodation up to the point of undue hardship.
- Ensure that the Accommodation process is transparent to both the Committee and the Applicant requesting Accommodation.
- The non- WFN staff members of the Housing Committee, shall receive an Honorarium for attending each Housing Committee meeting. The Honorarium amount shall be determined by Council from time to time.
- Where the Housing Committee may become aware personal information within Band Member Housing Applications, each Housing Committee member is required to sign a Confidentiality Agreement. If a member refuses to sign the Confidentiality Agreement or breaches the Confidentiality Agreement, they are no longer permitted to be on the Housing Committee.

7.0 Housing Manager

The Housing Manager will complete the following tasks:

- Recommend changes in policy as needed;
- Review housing goals and priorities annually;
- Maintain an up-to-date priority list of applications for housing assistance;
- Enquire of all Applicants as to any disability-related Accommodations they may require respecting their requests for housing services;
- Deal with requests for Accommodation in housing in a timely, confidential, transparent, and sensitive manner;
- Inform individuals requiring Accommodation what information they need to provide in support of their request, discuss Accommodation options, and seek and consider the Applicant's input;
- Ensure that, where a disability-related Accommodation is sought by an Applicant, that the band enquire regarding, and where appropriate apply for, RRAP-D forgivable loans relevant to such applications;

- Attend meetings, as required, with other senior managers with lending agencies to advance the Wagmatcook tpitnewey housing program;
- Plan and carry out repairs and renovations in a cost-effective manner;
- Monitor the effectiveness of all housing policies and programs;
- Meet with Chief and Council and Senior Manager from time to time to review housing pressures;
- In collaboration with Finance, prepare annual budget requests for Chief and Council approval;
- Prepare an annual report;
- Plan, organize and carry out community consultations on policy revisions, amendments and any new programs or services with the Housing Committee;
- Provide counselling for tenants to assist them in understanding and assuming their housing responsibilities. This includes, but is not limited to pre-occupancy counselling to all approved applicants to confirm tenant and Band responsibilities regarding the tenancy agreement, and ongoing home visits on topics such as financial counselling home maintenance. All counselling visits will be documented and maintained in the tenant file.

8.0 Requests to Reconsider Housing Allocation Decisions

Applicants may request a reconsideration of a housing allocation decision by Chief and Council under this Policy. For greater certainty, this includes housing decisions that include requests for Accommodation on the basis of a Special Need such as disability.

Applicants requesting reconsideration of a housing allocation decision by Chief and Council must do so in writing. The written Notice must be submitted to the Housing Manager within 10 business days of the decision and include supporting documentation.

Requests to reconsider a housing decision made by Chief and Council will be heard by Chief and Council within twenty business days of receipt with the exception of major holiday time such as the August break, Christmas break and March break.

Chief and Council may invite the Applicant to appear in person, or by telephone, or online platform, to make oral submissions in support of their request for reconsideration, and to answer any questions of the Chief and/or Councillors.

Requests to reconsider will be decided by majority vote, and all such decisions are final.

9.0 Housing Applications Identifying Special Needs

This section is intended to be read in conjunction with section 11 (Housing Application Guidelines) for the purpose of ensuring that Applicants who request to have their housing applications prioritized on the basis of a Special Need are properly recognized and prioritized in the implementation of this Policy.

Housing applications shall include provision for the Applicant to identify and explain any Special Need for which the Applicant feels Accommodation may be necessary in the provision of housing services.

Member's seeking Accommodation are responsible to:

- identify that they have a Special Need;
- If the Special Need is a disability, describe the resulting restrictions and/or limitations; whether the disability is temporary, progressive, or permanent; and identify any requested Accommodation;
- provide documentation supporting their request for Accommodation;
- cooperate with the housing department and housing committee to identify options for Accommodation; and,
- accept offers to Accommodate that meet their Special Needs, even if it is not their preferred Accommodation(s).

To more accurately understand the nature of the Accommodation required and the best options available, applicants seeking disability-related Accommodation may be asked to provide supporting documentation from their healthcare provider pertaining to Accommodation needs and options (e.g. note from a medical professional that confirms that the applicant has a disability and what their Accommodation needs entail).

All personal information in the custody or control of Wagmatcook First Nation that relates to, or arises from, a request to prioritize an Application based on a Special Need will be maintained in confidence and used only for the intended purpose. Administrative and financial records, such as any tenders for renovations or equipment, are not personal information by virtue of the fact that they relate to a request for Accommodation.

9.1 Housing Committee

The Housing Committee is responsible to ensure that applications identifying an need for Accommodation in housing services are handled in a timely, confidential, and sensitive manner, in keeping with the terms of this policy, and in a manner that results in Accommodation(s) short of undue hardship, all while addressing the specific and documented limitations and taking into consideration the suggested Accommodations reported by the applicant.

Housing Manager

The Housing Manager shall ensure that Applicants who request to have their applications prioritized on the basis of a Special Need, include in their Applications sufficient information to ensure that a well-informed decision can be made in relation to the provision of any Accommodation.

The Housing Manager shall also ensure that the band is exploring all available funding and programming that would assist in providing for Accommodations, including RRAP-D forgivable loan applications that may be available from time-to-time and relative to any outstanding requests by Applicants requesting Accommodation.

Housing Committee

The Housing Committee shall highlight and bring to the attention of Chief and Council any application where an applicant requests to have their Application prioritized on the basis of a Special Need. The Housing Committee shall also, in bring such applications to the attention of Chief and Council, make any recommendations the Committee sees fit on the

matter of what the band may do to reasonably accommodate the applicant's request. It shall be a priority of the Committee to attempt to construct an Accommodation, subject to the limit of undue hardship, where one is requested by an Applicant. This includes the obligation to consider applying for RRAP-D forgivable loans where such a loan could assist in creating an Accommodation.

Chief and Council

The Chief and Council are responsible for the final decision regarding housing requests, based on the recommendations of the Housing Committee. The Chief and Council will evaluate the recommendations and determine whether the any requested Accommodation can be met or whether undue hardship has been reached, substantiated in evidence.

The Chief and Council are equally responsible to ensure that applications requesting Accommodation are handled in a timely, confidential, and sensitive manner, in keeping with the terms of this policy, and in a manner that, results in Accommodation(s) short of undue hardship.

10.0 Housing band membership/Tenants Agreement

Band members will be required to sign a Band Tenant Agreement. See Appendix C attached.

11.0 Housing Application Guidelines

The following guidelines will ensure equal consideration to all band members/applicants for housing assistance.

An applicant must be 19 years or older and a member of Wagmatcook First Nation;

Each applicant must complete a detailed housing application form (Refer to Appendix "A" for a copy of the application form);

Applicants will be assessed using the following priority ranking system: a) identified Special Needs requiring Accommodation, b) renovations general, c) repairs due to damage, d) new housing, and e) other, including emergency housing.

Ownership of the house and land remains with Wagmatcook First Nation. Departing tenants have no authority to authorize other tenants to occupy a unit and no right to lease or sublet the premises.

Any band member in need of housing assistance must complete an application form. Application forms for housing assistance are available from the housing office.

Housing applicants are responsible for bringing all relevant information, especially information relevant to the priority ranking system, to the attention of the housing office by fully completing the housing application.

All applicants will be notified in writing of the result of the selection process for housing assistance. Applicants may request reasons upon request.

All housing applications will be kept on file for a maximum twelve month period.

Applicants are responsible to update their application; applications not updated annually will be considered inactive and removed as an active file.

Applications for unoccupied units will be considered throughout the year as units become available.

The housing office will keep a written record of its consideration of applications and the reasons for selecting or rejecting applications for housing.

First time applicants that meet eligibility criteria and priorities will be considered ahead of applicants who have had previous housing assistance. All requests for Accommodation in the provision of housing will be considered, and where required, Accommodated to the point of undue hardship.

12.0 Housing Cost-Sharing Responsibilities

All band members are expected to contribute toward the cost of housing. Members who are working and who do not have access to social assistance shall be responsible for housing operations costs such as heat, light, household maintenance, and general property upkeep.

All band members occupying new and existing houses constructed and administered as band housing shall contribute to the costs of band housing. Members will be responsible for replacement costs for kitchen cupboards, flooring, interior doors, and painting.

The band will cover the costs for plumbing repairs mitigating mould growth. Members are expected to advise the Housing Manager when there is a plumbing leak in the home so the necessary repairs can be made in a timely matter.

The band shall be responsible for major repairs as a result of unit aging and weathering including roof replacements, windows, exterior doors, and siding and standard porch entrances.

The band's social assistance program shall pay rent on a monthly basis to the band to cover the costs for members eligible for social assistance. The rent amounts due to the band shall be based on the local housing market rental rates adjusted from time to time by Canada Mortgage and Housing Corporation.

Members who work on a seasonal basis and who are eligible for social assistance and who are living a band home shall have their rent paid out of the band's own source revenues.

All charges for utilities including electricity, heat or other services are the responsibility of the band member, unless otherwise indicated. If the band member fails to pay any utility or service accounts for which they are responsible the housing office may pay these accounts on their behalf and make arrangements with the member to collect the receivable from other sources. Payments of members utility expenses by the band shall be charged a 15% administration fee.

13.0 Damage to a Band House

If a housing unit is damaged during a tenant's occupation, the band will arrange to complete the necessary repairs and an account receivable for 100% of the repair and rehabilitation costs will be charged to the member/tenant. A 15% administration fee will be added to the actual cost of repairs made to units.

The Chief and Council reserve the right to deduct this amount from any dividends paid by the band to the member from time to time until the account is paid in full.

14.0 Matrimonial Property Rights

This policy is subject to the *Family Homes on-reserves and Matrimonial Interests or Rights Act* and to any policy or law enacted by the band pursuant to this Act.

15.0 Maintaining Children and Youth in the Family Home

The Chief and Council hold the rights of children and youth as a high priority. If a family requires an intervention pursuant to a court order sought by a Mi'kmaq Child and Family Services Agency, it is understood that the CFS Agency will first approach the Council to create a plan to maintain children and youth in the family home. The plan will be implemented in collaboration with extended family members, elders and the CFS Agency to ensure children and youth remain in the family home with community supports. Once the plan is approved by the Council at a duly convened meeting, the parents/guardians will be asked to leave the band home until a parenting remedial action plan is completed.

16.0 Eviction from a band owned unit

A breach of the Housing Policy may result in an eviction notice.

Eviction action will be taken as a last resort in cases where the band member/tenant(s) have failed to resolve the breach of the lease agreement. Prior to taking eviction action, the housing office will ensure that tenant counselling has been attempted to reinforce the consequences of breaching the Housing policy.

If the band member does not vacate the unit at the required date defined in the eviction notice, Wagmatcook Band Council may obtain the services of the Nation's security services and the RCMP or retain a solicitor to obtain from the court an Order of Possession and to serve this order on the band member/ tenant(s).

Any member or occupant in a band home and who is conducting illegal sale of narcotics or other drugs may be subject to eviction by the band council at any time. This policy is subject to the provisions of any band policy enacted for the purposes of combatting drug abuse in the community.

17.0 Home Insurance

The band finance office will purchase general insurance for all housing units owned by the band.

All band member/tenants are encouraged to obtain tenants' content insurance to cover personal belongings. This cost is the responsibility of the tenant. Neither the Band nor the housing office is responsible for the contents/personal belongings of tenant.

18.0 Maintenance and Repairs

Wagmatcook band responsibilities:

The housing office is responsible to maintain band owned homes in a good state of repair, to carry out preventative repairs and maintenance and to comply with health and safety standards to extend the useful life of the unit.

The housing office is responsible to carry out major repairs or repairs arising from normal wear and tear.

The housing office is responsible for repairs related to building structure, whether deemed to be major or minor, heating, electrical, water or a major deficiency not attributed to or caused wilfully or negligently, by the tenant(s) or the tenant's guests.

For social assistance recipient's, the housing office is responsible for repairs and maintenance to major appliances provided in agreement, except where outlined in the tenancy agreement (fridge, stove, hot water tank, furnace, etc.)

The housing office will keep a record of all maintenance and repairs carried out on a rental unit including response time, reason for the repairs, date of the work, repair items and costs.

Band Member Responsibilities:

Band members are responsible for the general maintenance, repairs and replacements outlined in the 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 occupation agreement.

Band members are responsible to immediately report to the housing office any accident, break or defect in water, heating or electrical systems, or in any part of the home or its' equipment in general.

Band members are permitted to make any alterations, additions or improvements to the unit once they have obtained permission of the Housing Committee. If any such alterations, additions, or improvements are made without permission of the Housing Committee, it will be the responsibility of the tenant to return the unit to its original condition and at no cost to the housing department. The Housing Committee shall not be responsible for reimbursing band members for the alterations, additions or improvements.

Tenants are required to keep their unit and surrounding area clean, free of garbage, waste, clutter, and health and safety hazards. If the band is required to clean the area surrounding a home the cost to complete the work will be charged to the tenant.

19.0 Pets in Band Units

Band members are permitted to have two pets (dog or cat) in a band owned home.

Damage caused by pets will be the responsibility of members living in the band unit. The band will make the necessary repairs and set up a receivable for the actual costs plus a 15% administration charge to be paid by the member(s) living in the home.

20.0 Annual General Inspections

The housing office will complete annual inspections which will include a review of the following:

- The general condition of the property,
- The date of the inspection,
- Signature of the inspector and the tenant, and
- The condition of each of the following internal and external items:

Internal	External
Appliances	Roofing Windows/ Screens
Furnace Filters	Entrance Siding
Floors	Eaves troughs Decking
Walls, Cabinets, Doors	Chimneys
Plumbing Fixtures	Septic
Electrical Fixtures	Systems
Heat Recovery/ Ventilation Unit	Porches/
Fire Safety (smoke detectors)	Stairs

All occupied housing units shall be inspected once annually, at a minimum. The inspection will be carried out to record the condition of the unit both internally and externally. These inspections will identify the need for any preventative maintenance as well as determine any misuse or negligence on the part of the tenant. Refer to Appendix "E" for a copy of the unit condition report.

21.0 Vacant Unit Inspections

All vacant units shall be inspected prior to being occupied by a new tenant. A written inspection report shall be completed confirming any deficiencies and attached to the tenant file for that unit. The inspection will identify repairs resulting from tenant damage.

Any unit left vacant for an extended period of time shall be inspected at least twice monthly to ensure that vandalism does not take place. Any necessary repairs and/ or replacements shall be completed prior to occupancy.

22.0 Move-In Inspection

A move-in inspection will be completed on the day the band member/tenant is entitled to take possession of the unit or on another mutually agreed upon day. The housing office must offer the tenant at least 2 opportunities for the inspection.

The move-in inspection will be completed jointly by the band member/ tenant and a representative of the housing office. The tenant(s) **must** be present during the inspection.

The housing office representative will complete a unit condition report that confirms the condition of the property. The report must be reviewed and signed off by both the housing office representative and the member/tenant(s)

23.0 Move-Out Inspection

A move-out inspection will be completed by the housing office and member/ tenant on or after the day the tenant ceases to occupy the rental unit, or on another mutually agreed day. The housing office must offer the member/tenant at least 2 opportunities for the inspection.

The housing office must complete a unit condition inspection report. Both the housing office and member/tenant must sign the unit condition inspection report and the housing office must give the tenant a copy of the report.

The housing office may make the inspection and complete and sign the condition inspection report without the member/tenant if the housing department has provided notice as required above and the member/tenant does not participate on either occasion, or the member/tenant has abandoned the rental unit.

Any repairs required to the unit resulting from damage by the member/tenant(s) or their guests shall be confirmed in writing to the band member/tenant(s) and cost recovery will be pursued by the housing department. Allowances will be made for regular wear and tear as a result of normal use of the property.

24.0 Awarding of Contracts for Maintenance and Repairs

The housing office will issue a call for bids with at least two qualified and experienced contractors/tradespersons for all regular maintenance and repairs, emergency repairs, and renovations to rental units that are (a) not being carried out by qualified band staff and (b) where costs for labour and materials exceed \$1500.00

Calls for bids shall be in writing and shall contain work specifications and time requirements for start/completion of the work. The call for bids will include the deadline for the bid to be received by the housing office and bids received after the deadline date will not be considered.

Bids will be awarded based on costs, warranties, qualifications, experience, servicing etc. The lowest or any bid will not necessarily be accepted.

The housing office has the authority to approve contracts for maintenance and repairs to a maximum of \$5,000 (labour and materials) per project. Contracts with costs greater than \$5,000 shall be approved by the Housing Committee and the Band Council. All contracts pending and awarded shall be included in the monthly housing activity report.

All call for bids and contract award documentation along with warranties, inspections etc. shall be kept on the unit file for at least two (2) years after the work is completed.

25.0 Access to Band Owned Homes

The housing office has the right to enter a band owned housing unit at all reasonable times to inspect the unit.

The housing office will enter a unit if:

- An emergency exists;
- The tenant consents at the time of entry;
- The tenant gives consent, not more than one week before the time of entry, to enter for a specific purpose (i.e. scheduled inspection);
- The housing office has reasonable grounds to believe that a tenant has abandoned the rental unit;
- The housing office has given written notice of entry for a reasonable purpose not more than 72 hours and not less than 24 hours before the time of entry.

In cases of emergency, the housing office representative entering a rental unit is to be accompanied wherever possible by a witness (i.e. member of the Housing Committee or Band administration, emergency responder; police, fire, paramedic). Tenants are to be notified in writing of such an emergency entry and the reason(s) for such entry.

26.0 Tenant Damage

Wagmatcook First Nation may, at all reasonable times, enter the unit to examine its condition and identify repairs required to be corrected by the band member/tenant within two (2) weeks after leaving notice in writing at the premises.

Band members/tenants will be required to pay repair costs for such damages to their unit. Wagmatcook First Nation will not pay the costs of repairing damages to a unit caused by the actions of member/tenants or their guests. Where repairs are required to the house as a result of damage, neglect or vandalism by the tenant(s) or their guest(s), the following procedures will apply:

- At the discretion of the housing office the tenant may repair the damage, at their cost, within an agreed upon time frame. The housing office will arrange for an inspection to ensure the repair work meets minimum standards,
- The housing office may file a report of damages to the local police department,
- The housing office will obtain an estimate of costs required to repair the damages,
- The housing office will meet with the band member/ tenant(s) to arrange for payment of the repair costs (either payment in full or a repayment agreement),
- After the repair costs are paid in full/and a repayment agreement is in place, the repairs will be completed.

If the band member/tenant refuses to make repairs, Wagmatcook First Nation will have the repairs made and bill the band member/tenant for costs. The repair costs will be due and payable to the Wagmatcook First Nation. All instances of damages will be recorded in the band member/ tenant's file and remain on record indefinitely.

27.0 Vacated and Abandoned Units

All band member/tenant occupying band units are required to inform the housing office of any lengthy absences from the unit. This will permit the housing office to monitor the unit.

Where any unit is vacated or abandoned for more than 30 days without notice to the housing office they may take action necessary to secure the unit and protect the asset. If required the housing office can prevent vandalism and other hazards by boarding up the doors and windows. If this is done, the tenant will be charged for the related costs.

Failure by the band member/ tenant to inform the housing office in writing of a planned absence will result in that the band member/tenant being charged for any cost required to secure the unit or to repair damages that occur during their absence.

Band member(s)/tenants who vacate the unit on a temporary basis will continue to be responsible for any associated costs like power and repairs. For the purposes of this clause, a period of two years and less will be considered a temporary absence.

Band member(s)/tenants who must leave the community for an indefinite period of time due to employment, education, or medical treatment must meet with the housing office. If the unit is surrendered to the housing office in good condition, the member may be released from their obligations and thereby be eligible for assistance if and when he/she returns to the community. The unit will then be allocated to qualified applicant.

Any rental unit left abandoned for a period longer than two (2) months - without written notice to the housing department and proper arrangements being made for its care will be reclaimed by the housing office; repaired as necessary and allocated to another qualified band member/applicant.

28.0 Subletting a communal unit

Band member(s)/tenants have no authority or rights to authorize other tenants to move into the unit and no right to lease or sublet Wagmatcook First Nation owned units.

29.0 Death of Tenant

As band member(s)/tenants of band-owned rental units do not own their units, they cannot leave the unit or their right of occupancy to any other family or band member. Upon the death of a tenant of a band-owned rental unit, the housing office will meet with immediate family members and determine who is in the best position to assume the unit and all housing obligations. The recommendation will be presented to Chief and Council for final approval.

If no family member is willing or able to take the unit, the unit will be taken back by the housing office, repaired and reallocated to another qualified applicant on the waiting list for rental housing.

30.0 Amendments to Tpitnewey Housing Guidelines

Any amendments made to this housing policy must be developed by the Housing Committee and presented to Chief and Council for approval.

Chief and Council will confirm approval/rejection within 30 days of receipt of the proposed amendment. The decision of Council shall be final.

Council may consult with the housing office, the Housing Committee and/or band membership to discuss the nature of any proposed amendments.

Council may consult with legal counsel to confirm changes or amendments to the tpitnewey housing policy.

31.0 Amendment Approval

The amended Wagmatcook tpitnewey housing policy was reviewed and approved by the Wagmatcook Band Council on September 28, 2021.

This amended tpitnewey housing policy replaces the Nations July 4, 2013 Housing Policy and Administration Manual

Appendix A

Housing Assistance Application Wagmatcook Communal Housing Program (Tpitnewey)

Name: _____ Band Number: _____

Current Civic Address: _____

I am requesting:

- ☐ A band home to live in
- ☐ Renovations to the home I live in or a different band home that better meets my needs.

Members Housing Request:

Dependants Living With Member: _____

Members Signature: _____

Date of Application: _____

Office Use:

Received by: _____ **Date:** _____

Request Type: (check all that apply)

- Priority I: Special Needs Accommodation ☐
- Priority II: Health and Safety/Elders ☐
- Priority III: Renovations General ☐
- Priority IV: Repairs due to damage ☐
- Priority V: New Housing ☐
- Priority VI: Other ☐

Details of Request Type(s):

If you have marked any of the above priorities for consideration, please provide details:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface.

If you have indicated a Special Needs Accommodation request, answer the following:

- (a) Are you requesting Accommodation arising from a disability? Yes ☐ No ☐

(b) What are your disability-related limitations and/or restrictions?

(c) Describe the disability-related Accommodation you are requesting:

Please note, supporting documentation may be requested, including medical information where relevant.

If supporting medical documentation is required, you will be provided with a letter to share with your healthcare provider(s) which will request that they confirm that you have a disability/disabilities, the nature and extent of any limitations/restrictions, whether these limitations/restrictions are temporary, permanent, or progressive, and any recommendations for accommodations.

Appendix B
Housing Unit Condition Report

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		
Plumbing		
Flooring		
Walls		
Doors		
Windows		
Other: _____		
DINNING ROOM		DINNING 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		FIRE SAFETY
Smoke detectors		
OTHER AREA – specify		OTHER AREA

Inspection Completed by: _____ Date: _____

(Wagmatcook Housing Department
Representative)

Inspection Viewed by: _____ Date: _____

(Tenant/Band Member)

Appendix C

Tenant Lease