

**SAUGEEN FIRST NATION**  
**HOUSING POLICY**  
**2018**



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## PART I – GENERAL

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

### 1.0 INTRODUCTION

#### 1.1 Purpose

Saugeen First Nation (SFN) has developed this Policy for the betterment of their community. A structured housing policy provides the Local Services Department, Housing Committee, Chief & Council and members with a framework, to administer the housing program in a manner that is unbiased, fair, transparent and meets the needs of members (strategic plan goals, vision)

#### 1.2 Goals

This Policy seeks to achieve the following housing goals for First Nation members:

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

### 2.0 Definitions

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

"Band" means the SFN.

"Band-Administered Home" means a home that falls under the SFN Housing Department and includes Band Rental Units.

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

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

"Certificate of Possession" means the right of possession for the land on SFN.

"CMHC" means the Canada Mortgage and Housing Corporation.

"SFN" means Saugeen First Nation.

"Council" means the duly elected chief and council of the Saugeen First Nation.

"Fiscal Year" means April 1<sup>st</sup> to March 31<sup>st</sup> each year.

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

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

“Housing Stock” means all Band-Administered Homes.

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

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

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

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

“Member” means a Saugeen First Nation member.

“Nation” means Saugeen First Nation.

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

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

“Policy” means the First Nation Housing Policy DATE 2018.

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

“Rental Unit” means a Band-Administered Home that is subject to a Tenancy Agreement.

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

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

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

“Tenant” means an occupant or occupants who have entered into a Tenancy Agreement with SFN in order to occupy a Band-Administered Home.

“Unit” means a Band-Administered Home.

“Waiting List” mean all active applications on file.

### 3.0 Authority and Application

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

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

### 4.0 Governance

#### 4.1 Housing Department

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

##### Housing Department Roles and Responsibilities

The following functions will be delegated to the Housing Manager:

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

## 4.2 Housing Committee

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

### 4.2.1 Establishment and Selection of Housing Committee

The Housing Committee will consist 4 (four) voting members. The Housing Department screens members for suitability and recommends appointment to Chief & Council. Members shall be appointed by Chief & Council. There shall be two (2) Council representative, with one serving as the chairperson. Quorum shall be 3 members of the Housing Committee.

All Committee members are bound by the Housing Policy.

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

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

If appointed, a member of a Housing Committee must:

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

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

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

- i. breaching confidentiality;
- ii. falling into rental arrears where arrears letters are issued on a regular basis;
- iii. failing to attend three (3) consecutive meetings without a valid reason (i.e. work related or medical);
- iv. unsatisfactory participation in Housing Committee meetings (for example, by coming to meetings unprepared, bullying, intimidating and disrespectful of staff and other committee members);
- v. if convicted of an indictable criminal offense; or
- vi. at the recommendation of the Housing Manager, for making decisions that are patently unfair or not consistent with the Housing Policy.



If a member of a Housing Committee is removed or steps down, the Housing Department shall make a recommendation for appointment to Chief & Council.

The term of the Committee shall be a two (2) year term to coincide with the band general election cycle. Not more than one member from the same Immediate Family (Immediate Family is defined as your spouse, mother, father, brother, sister, or child) can be appointed to the Housing Committee at the same time.

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

#### **4.2.2 Housing Committee Roles and Responsibilities**

Housing Committee shall carry out the following functions:

- i. Oversee the housing department;
- ii. review and recommend housing allocations in accordance with the tenant selection scoring;
- iii. review and recommend renovations request in accordance with renovation scoring;
- iv. review and make recommendations for changes to this Policy on an annual or as needed basis; and
- v. review notices, including eviction notices, as provided by the Housing Manager;

In carrying out their responsibilities, Housing Committee members must:

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

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

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

- xiv. after substantive debate and discussion, calling for a vote on recommendations and ensuring that recommendations are seconded for all business decisions of the Housing Committee; and
- xv. communicating decisions of the Housing Committee with the Housing Department.

## PART II –NATION ADMINISTERED HOMES

Band Administered Homes are homes that fall under the SFN Housing Department and includes Band Rental Units.

### 5.0 BAND RENTAL UNITS

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

#### 5.1 Rental Housing Application Requirements

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

##### Housing Application Form

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

##### Applicant Eligibility Requirement.

##### Age Requirement

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

##### Income Requirement

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

##### Family Composition

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

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

### Rental History

If a Tenant was evicted from a Rental Unit in the community, he or she will not be eligible to apply for another Rental Unit until at least three (3) years from the date of the eviction has passed and any outstanding rent arrears are paid in full.

## **5.2 Selection Criteria for Rental Units**

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

Only applicants who match the home will be scored. This means that by scoring the application will not result in an overcrowding situation as defined by National Occupancy Standards or an over-housing situation (more bedrooms than people).

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

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

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

## **5.3 Tenancy Agreement**

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

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

Two copies of the Tenancy Agreement shall be signed by the Housing Department and the Tenant(s) prior to occupying the Unit. One copy will be kept by the Housing Department, and another copy will be provided to the Tenant(s). The Tenancy Agreement will be renewed on an annual basis. A tenant in arrears at the time of renewal (March 31<sup>st</sup>) will not be offered a new lease and must vacate the premises. The exception will be if tenants have entered into a Rental Arrears Recovery Agreement.

## **5.4 Rental Rates**

SFN Chief and Council set rents for Rental Units based on recommendations of the Housing Department.

Rents shall be reviewed annually with 90 days' notice.

## 5.5 Payment of Rent

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

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

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

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

## 5.6 Rent Arrears

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

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

## 5.7 General Duties and Responsibilities of Occupants/Tenants

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

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

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

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

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

Tenants must not:

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

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

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

## 5.8 Maintenance

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

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

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

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

When the Housing Department performs maintenance duties, it is the responsibility of the Tenant(s) to ensure that the area where maintenance is being done is freely accessible (no

obstructions). If occupant fails to make the area accessible, maintenance will be deferred, unless deferral would cause a health and safety hazard.

## 5.9 Renovation of Rental Units

Tenants must have permission from the Housing Department to make any alterations or improvements to a Rental Unit. In situations where permission has not been received, it will be the responsibility of the Tenant(s) to return the Rental Unit to its original condition at no cost to the Housing Department. Tenants will not be reimbursed for any improvements they have completed at their own expense.

## 5.10 Insurance

SFN will provide basic insurance coverage for all Band Administered Homes through SFN's insurance policy. Such insurance will include replacement cost (fire) but NOT content insurance. Tenants are encouraged to purchase content insurance on their own. SFN will not be responsible for the loss of any personal property due to fire or damage

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

## 5.11 Fires

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

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

The Housing Department shall also:

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

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

If, in the opinion of the Fire Inspector, the fire was caused by willful negligence by the Tenant, Occupant or invitees then the house will be re-built for new Applicants. The Tenants will be evicted and go to the bottom of the Housing list or wait for three (3) years before they can re-apply for Band housing.

## 5.12 Inspections

### 5.12.1 Regular Inspections

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



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

#### 5.12.2 Move-In Inspection

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

#### 5.12.3 Move-Out Inspection

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

#### 5.13 Death of Tenant

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

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

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

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

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

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

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

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

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

## **5.14 Marital Breakdown**

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

### **5.14.1 General**

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

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

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

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

#### **5.14.2 Marital Breakdown: Joint Tenants with no children**

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

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

#### **5.14.3 Marital Breakdown: Joint Tenants with children**

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

If custody of the children is equally split between the Joint Tenants, the Housing Committee will meet with both parents and attempt to negotiate a resolution agreeable to the parties. If the parties cannot agree, each individual Joint Tenant will submit a new Housing Application (Appendix 2) to the Housing Department. The Housing Manager will review and score the applications in accordance with section 5.2 of this Policy and forward the applications to the Housing Committee. The Housing Committee will review the scores and assign the Unit to the Joint Tenant with the highest score provided that Joint Tenant meets the eligibility criteria for tenancy and, where applicable, can demonstrate that he/she is able to meet the rental obligations on his/her own.

#### **5.14.4 Marital Breakdown: Non-member Spouse with children**

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

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

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

If the Non-member Spouse has primary care of the children, and the children are Band Members, the Non-member Spouse will retain possession of the Rental Unit on behalf of the children until they reach the age of 18, or until the Non-member Spouse no longer has primary care of the children.

The Non-member Spouse will enter into a Tenancy Agreement with SFN as legal guardian on behalf of the children.

## 5.15 Eviction

Any Occupant who chooses not to enter into or renew a Tenancy Agreement with SFN will be evicted. The SFN reserves the right to evict Tenants/Occupant(s) from Units in certain circumstances. The Housing Department shall issue evictions under this section of the policy.

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

Tenants/Occupant(s) may face eviction for:

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

### 5.15.1 Breach of the Policy and/or a Tenancy Agreement

Tenants in a Unit may face eviction for breaching a term of this Policy and/or a term of a Tenancy Agreement. In most situations involving such breaches, Tenants will receive notice and be provided with the opportunity to correct the breach. Prior to evicting Tenants, the Housing Department may provide the Tenants with the opportunity to attend counselling to explain and reinforce the consequences of failure to resolve the breach of the Policy and/or a Tenancy Agreement to the Tenants. If attempts to resolve the breach fail and Tenants receive three notices for failing to comply with the Policy and/or a the Tenancy Agreement within one (1) year, the Housing Department will issue a notice of eviction.

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

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

1. making false declarations on a Housing Application that results in a housing allocation;
2. convicted of trafficking narcotics or carrying out other illegal business activities in or from a Band Unit;
3. Rental Arrears at the time of lease renewal (March 31<sup>st</sup>) unless tenant has signed a rental arrears recovery agreement.
4. Extraordinary Willful Damage; and
5. Neglect.

### 5.17.2 Repeatedly Causing a Nuisance or Public Disturbance

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

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

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

### 5.17.3 Rental Arrears

A Tenant may be subject to eviction for falling into rental arrears. Where the reason for eviction is rental arrears, the Tenant will also be advised that in order to qualify for housing in future, the rental arrears must be paid in full. The policy and procedure with respect to rental arrears is outlined in section 5.6 of this Policy.

### 5.17.4 Abandoned Unit

The Rental Unit is deemed to be abandoned if the Tenant no longer resides in the Rental Unit or has been absent from the Rental Unit for 30 or more consecutive days without the Landlord's prior written consent and the Rent; and/or utility payments are unpaid for 30 days or more and the Tenant has not communicated with the Landlord regarding the rental arrears. If a Unit is thought to be abandoned, the Housing Department will provide the Tenant with a written notice asking them to confirm their residency, and the Tenant will have 15 days to respond to the notice. In such cases where no response has been received, the house will be re-allocated by the Housing Committee based on the selection criteria and housing waiting list. Any arrears and damages shall be the responsibility of the Tenant. All Tenants are required to notify Housing in writing, 30 days prior to moving. If a Tenant moves out of a Unit without informing the Housing Department, the Unit will be deemed abandoned and re-allocated by the Housing Committee.

### 5.18 Vacating the Unit

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

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

## **PART III – PRIVATELY OWNED HOMES**

### **6.0 privately owned homes**

Privately Owned Homes are homes that have been either built by a member on land held by certificate of possession and the homeowner has obtained a mortgage to build the home (Mortgage Home). The care, maintenance and upkeep of a privately owned home rests entirely on the owner of the home. Given this, the homeowner is responsible for complying with all applicable SFN laws and policies.

#### **6.1 General Duties and Responsibilities of Homeowners**

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

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

- i. keep lot and surrounding areas clean and free of garbage, junk cars and scrap;
- ii. respect the rights and privacy of neighbours;
- iii. notify the Housing Department prior to building a fence or digging in a yard. This is to ensure that underground utility lines are not disturbed and property boundaries are respected;
- iv. ensure that all utilities and other services are in an Homeowner's name (or other individual's name if another individual has agreed to be held responsible for the utilities of the Homeowner), so as to ensure that utility and other companies do not forward bill(s) to the Band;
- v. carry insurance to cover personal property in the Home. Should disaster strike, SFN, including the SFN Housing Department, will not be responsible for the loss of any personal property;

#### **6.2 Maintenance**

Homeowners are responsible for carrying out all major and minor repairs to a Privately Owned Home, including the replacement of fixtures and appliances, as well as repairs arising from normal wear and tear. The Housing Department is not responsible for any repairs or maintenance of Privately Owned Homes.

#### **6.3 Insurance**

Homeowners are responsible for insuring Privately Owned Homes with both fire and content insurance.

SFN is not responsible for any uninsured Privately Owned Homes.

## 6.4 Transferring

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

### Criteria

- (a) home is being transferred to a SFN Member; and
- (b) Understands and agrees to assume all the rights and responsibilities of homeownership including maintenance, repairs & fire insurance.

## 6.5 Marital Breakdown

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

## 6.6 Death of a Homeowner

If there is a death in the context of an owner of a Privately Owned Home, the determination of ownership of the home will be made in accordance with the members Estate and the Family Homes on Reserves and Matrimonial Interests or Rights Act (2013)

## PART IV – RENOVATION PROGRAMS

### 7.0 RENOVATION PROGRAMS

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

#### 7.1 Residential Rehabilitation Assistance Program (RRAP)

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

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

##### Eligibility

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

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

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

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

##### Loans

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

##### Housing Arrangements

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

#### 7.2 Home Adaptations for Seniors Independence (HASI)

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



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

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

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

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

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

## 7.3 Saugeen Mortgage Renovation Program.

### 1.0 Purpose

The Renovation Program of the SFN is intended to provide eligible members with access to interest free loans in order to address health and safety issues in their home as well as emergency repairs. The loan is available to homeowners whose house lacks basic safety facilities up to a maximum that is based on their ability to pay and availability of funds in the following mandatory categories:

- Heating;
- Electrical;
- Plumbing;
- Structural and
- Overcrowding.

The amount of funding will be based on estimated costs of mandatory repairs.

A renovation request is considered an emergency when:

- The Health and Safety of occupants is threatened;
- The structural integrity of the unit is threatened; and
- Ignoring could result in expensive collateral damage.

### 1.1 Objectives

1. To assist SFN members in maintaining a minimum level of health and safety of their homes and address emergencies;
2. To encourage responsible maintenance and upkeep of their homes; and

3. To ensure housing program is financially sustainable by administering the program in a fair, equitable and transparent manner.

## 1.2 Scope

The Renovation Policy applies to all SFN members living in SFN, but excludes any homes that are Band Rentals.

## 1.3 Application

In the event that there are inconsistencies between this policy and Mortgage Agreement, this policy shall prevail.

## 2.0 Application and Selection Process

### 2.1 Application Process

The following requirements must be met by applicants who wish to be considered for the renovation program. If any of these requirements are not met, the Housing Department shall not forward the application on to the Housing Committee for consideration.

#### Application Deadline

Applications to be considered must be submitted every quarter (3 months) starting April 1<sup>st</sup> of every year. (July 1<sup>st</sup>, October 1<sup>st</sup>, January 1<sup>st</sup>). Loans will be approved throughout to year, subject to availability of funds. The purpose of this staggered approach to allocation of funds is to ensure funding is available throughout the year.

#### Application Form

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

#### Membership Requirement

Only members of the SFN are eligible to apply to the Renovation Program.

#### Age Requirement

To apply to the Renovation Program, a member must be at least eighteen (18) years of age.

#### Income Requirement

Applicants must provide evidence of sufficient income to support renovation payment (pay stubs, training allowance, or letter from employer). The applicant must demonstrate that their

existing housing cost (mortgage, heating plus renovation payment) is below 30% of their gross monthly income. This is referred to as the Gross Debt Servicing (GDS) and is a measurement to ensure applicants can meet their housing obligations.

Applicants who are in arrears with SFN will not be considered for the Renovations Program until the arrears are paid in full. Arrears for the purpose of this policy are accounts that are in default more than 30 days.

#### Family Structure

Applicants are required to list all family members within the household and who are members. This will also confirm if there is an overcrowding situation. Overcrowding refers to a situation where children are living in circumstances that no longer meet the Canadian National Occupancy Standards.

**\*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.

#### Proof of Homeownership

Applicants must provide proof of homeownership such as a Certificate of Possession (CP) or mortgage.

#### Fire Insurance

Applicants must provide proof of fire insurance, and must include SFN as a loss payee in the event of fire for the amount of the loan if approved.

#### Maximum Amortization Period

The maximum amortization period is based on affordability.

#### Loan Limits

The maximum loan under the program is \$25,000. If the total repairs exceed the applicants' ability to pay, the renovations shall be prioritized with Health & Safety being high priority and extending the life of a home a medium priority.

There is no limit on the number of times a member can get assistance under the program. Once a loan is paid off in full and it is at least 5 years since they were previously approved they will become eligible again.

#### Loan Security

As loan security, **ALL** applicants on the CP must consent to following:

Transfer of CP to SFN for the duration of the loan.

## 2.2 Selection Criteria for the Renovation Program

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

The purpose of the selection criteria is to select applicants on the basis of relative merit and in accordance with the community housing goals and this policy. A complete application must include sufficient information to ensure that the Housing Department can apply the point-rating guide and assign an application a score to the application. The point-rating guide assesses household size, present condition of the home, length of time on the renovation waiting list and financial circumstances.

Since the Housing Department is unlikely to have sufficient funds in any one year to provide renovations loans to all applicants, the point-rating system will be utilized to assess who will be prioritized for renovations in any particular budget year. This system will also serve as a tool to ensure that the renovations program is administered in a manner that is unbiased and transparent.

In the event of a tie, the application with the earliest date of receipt shall be chosen.

## 3.0 Approval and Process

Once an application is approved, the applicant will be initially contacted by phone. If they accept the loan offer, a time will be set up to further review the application with the Housing Department.

The Housing Manager will issue a letter confirming the renovation loan, prior to the official paperwork being completed.

Applicant will commence renovations immediately.

## 3.1 Inspections

SFN will send a qualified inspector to the applicants' home to review proposed renovations. Inspector will also confirm health and safety issues, as well as any other repairs that should be addressed. The inspection will list all repairs and estimates.

Any work started before the renovation loan is approved will not be eligible.

At the completion of the approved renovations, a qualified inspector will conduct a final inspection to confirm completion.

## 3.1 Substandard Housing

If, in the opinion of the inspector, the home is considered so substandard that providing a loan will not rectify the overall situation, than the loan offer will be withdrawn.

This could include major structural issues where the cost to fully repair exceeds the maximum loan amount and the applicant's ability to repay or the home has reached the end of its useful life and renovating the home will NOT extend the useful life.

### 3.2 Mortgage Agreement

The Mortgage Agreement has been developed to protect the applicant and SFN. The Mortgage Agreement sets out both the applicant's obligations and those of SFN.

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

Two copies of the Mortgage Agreement shall be signed by the Housing Department and the applicant(s) prior to any funds being disbursed. One copy will be kept by the Housing Department, and another copy will be provided to the applicant(s). The Mortgage Agreement will be in force until the loan is fully paid.

### 3.3 Hiring a Contractor

The applicant is required to provide two (2) quotes and copy of the contract to SFN Housing. A holdback of 10% for 30 days will be enforced by housing for deficiencies. Any deficiencies identified by an Inspection must be rectified prior to the release of the holdback.

### 3.4 Funding Disbursements

There shall be a minimum of two progress inspections allowed for advancing purposes. One at 50% complete and one at 100% complete

Prior to the disbursement of funds, the following must be provided to SFN Housing:

- Confirmation that CP has been transferred to SFN for the duration of loan;
- Confirmation of fire insurance and that SFN is listed as Loss Payee for amount of loan;
- Copy of initial inspection with estimates;
- Copy of contractors quote and contract;
- Signed Mortgage Agreement;
- Progress inspection.

The final advance will only be released when the renovations are 100% complete. Only repairs listed in the initial inspection and application will be reimbursed.

## 4.0 Default Management

The Mortgage Agreement stipulates that loan payments are due on the first working day of the month.

The following procedures apply immediately after one payment has been missed:

- A first notice will be sent to the applicants(s) seven (7) days after payment is due. The applicant will be reminded to pay the outstanding amount in full or to make an appointment with the Housing Department to discuss Mortgage of the arrears.
- If no payment has been received after 20 days of payment due date, a second written notice will be sent to request a meeting between the applicant(s) and the Housing Department to discuss the situation and to make arrangements for the Mortgage of arrears. The Housing Department will make every effort to contact the applicant(s) by phone to discuss the arrears situation.
- If after 30 days no payment or arrangement has been made a written Final Notice will be sent advising the applicant(s) that they have 10 working days to make full payment of the arrears plus the current month's payment. Both the applicant(s) and the Housing Department must agree to all Arrears Agreements in writing. The Arrears Agreement will include the amount of each Mortgage instalment and the date the payment is due.
- As a last resort, if the applicant(s) has not made an effort to repay the arrears at the end of the 10 day period and/or fails to honour the Arrears Agreement, the First Nation shall issue a default notice. Should the member refuse to pay they will not be eligible for any future assistance.

#### **4.1 Loan Default / Breach of Mortgage Agreement**

In event of default, the CP is held by SFN and the applicant can be evicted as stipulated in the mortgage agreement.

## PART V – HOME CONSTRUCTION

### 9.0 CAPITAL HOME

#### 9.1 Housing Priorities

Housing priorities will be established annually by the Housing Committee, in consultation with the housing administration, and approved by Chief and Council. These priorities will be used as a guide to ensure that the Saugeen First Nation responds with a systematic approach to the overall housing needs of the community.

#### 9.2 Eligibility

To ensure fair and equal consideration to all applicants for new housing loans, eligibility shall be based on the following criteria:

- a. An applicant must be 18 years or older;
- b. Elders applying for the Elders Grant program must be 55 years old, or older;
- c. An applicant must be a Member of the Saugeen Band. Where the land is owned by more than one person, the land must be registered as joint tenants.
- d. Any mortgage/loan agreements must be signed by all registered owners, giving equal ownership to all;
- e. Any applicant who has a minor registered as an owner of the lot will not be considered;
- f. Applicants must be the registered owner of the lot where the house is to be built or for any renovations. The applicant must transfer title to such land to the Saugeen Band Council until such time that the loan is paid and satisfied, as per the Saugeen Land Policy;
- g. Applications will not be accepted for renovations or septic installations if homes are currently being rented out;
- h. An applicant may not be in arrears on any debt to the band unless a repayment agreement has been signed and agreed upon by the applicant and the housing administration;
- i. The Housing Department reserves the right to perform a credit check which would be completed when determining qualification for the loan program; applicants must provide authorization to the Band to complete a credit check,
- j. The applicant(s) must demonstrate their ability to pay for the cost of their housing by providing proof of income documentation as required by the housing administration.
- k. Any funds allocated will be held for a maximum of ninety (90) days (unused by the borrower). After the 90 day period has expired and no work has gone on, the Band may cancel the loan and funds will be returned to the Band Capital Housing Account.
- l. No loans shall be allocated to any band member who has previously received a New Housing/Capital Loan or whose name was identified as a joint applicant to an approved New Housing/Capital Loan. The exceptions to this policy are noted in 'm' below.
- m. Where a married or common-law couple divorce or separate and a mortgage or loan agreement is in both names, either person can have the mortgage reassigned to the name of the person who will be residing in the property. Both parties must submit a signed and notarized letter to the Band outlining their intentions and agreement to change title. On approval of the request by the Band, the housing administration will prepare a new loan/mortgage agreement.

## 9.3 Application Process

Applications for loan programs shall be submitted to the housing administration. The housing administration shall maintain an accurate record of all applications received, which shall be presented to the Housing Committee on a quarterly basis, or as needed.

### Selection Criteria – Chronological Order

The selection process for Saugeen's new housing/rental program is done by a chronological list which was developed and passed Saugeen Housing Committee Minutes August 26, 2004, Recommendation #1 "That we the Housing Committee, hereby recommend to Chief and Council the selection process for housing/rental allocation will be by chronological order beginning this year 2004". This was accepted August 31, 2004 motion # 5.

### Record of Applications Received

The housing administration will keep a written record of its review of applications and the reasons for selecting or rejecting applicants. This information will be kept on file in the event that a decision is appealed.

Applicants are responsible to update their application annually at the beginning of each calendar year. Applications not updated annually will be considered inactive and will be removed from the file. For example "Change in family size – single person to married with children."

### Applicants with Arrears

Any applicant with arrears and/or outstanding accounts with the Saugeen First Nation will not be considered for any loan program until the outstanding accounts are paid in full or a suitable arrangement has been made with the housing administration. This includes arrears on all Band administered fees-for-service or loans. (This does not include new housing subsidy).

## 9.4 Loan Agreement/Housing Contract

After selection has been made, an interview will be completed with the applicant(s). The housing administration will review the loan agreement and/or housing contract in detail with the applicant(s) / the borrower. The agreement shall be signed by the borrower(s) and witnessed by the housing administration. An original of the document(s) will then be issued to the borrower(s) and a second original shall be maintained in their file. A copy of the loan agreement/housing is available at the Housing Department.

### **9.4.1 Removal of Uninhabitable Dwelling**

For new housing loans where the applicant's current dwelling is deemed, by a qualified technical expert, to be uninhabitable (health and safety concerns), the general construction contract must include the cost to demolish the dwelling, remove all debris and secure the vacant site (foundation, well and septic, etc.) within 30 days of the applicant taking occupancy of the new home. The cost for demolishing and removal of the debris will be the responsibility of the applicant.



## 9.5 Loan/Mortgage Payments

Loan/mortgage payments are based on “household income” at an interest rate established by Council, repayable over duration of loan.

Payments are due and payable on **the first day** of every month. Payments shall be made at the band office during normal business hours in the form of debit, cash, cheque or money order made payable to Saugeen First Nation. N.S.F. cheques must be replaced immediately and the writer of the N.S.F. cheque shall be disallowed cheque writing privileges until the housing administration determines cheques can be again submitted.

The housing administration will provide borrowers with a written statement of payments received and confirmation of the outstanding loan balance on an annual basis.

### 9.5.1 Incentives

The housing administration may decide to offer other recognition to members who pay their loan/mortgage payment on time and maintain the property as required by the terms of their loan agreement.

## 9.6 Defaults on Loan Payments

Payment requirements and consequences for non-payment of loan/mortgage amounts will be explained to each borrower and will be detailed in the loan/mortgage agreement. Default procedures will begin immediately after one payment has been missed. The following policies apply.

### Loan/Mortgage Payment Due Date

Payments are due on the first day of the month.

### First Notice

A first notice will be sent to the borrower on the 4<sup>th</sup> working day after payment is missed. The borrower can pay the outstanding amount in full or make an appointment with the housing administration to discuss repayment of the arrears.

### Second Notice

If no payment has been received and if the borrower has not contacted the housing administration, a second notice will be sent on the 30<sup>th</sup> day of the first month that the payment has been missed. This notice will include a date for an interview/ meeting with the housing administration to discuss the arrears situation and to make arrangements for the repayment of the arrears. As part of this notice, the borrower will be given 15 days from the date of this second notice to pay the arrears in full or to meet with the housing administration and make a written agreement to repay the arrears. Personal contact must be made by the housing administration with the borrower to ensure that they are aware of the arrears situation and understand the options available to them to resolve the issue.

### Third Notice

If no payment is received or arrangements made a third notice would be issued on the 4<sup>th</sup> day following the second month of non-payment. The third notice would be to request a meeting and possibly recommend the occupant leave the unit.

#### Fourth Notice

If no payments are made then a letter stating the occupant must attend a Housing Committee meeting. At the committee meeting arrangements can be made to pay arrears but if no arrangements are made then the eviction proceedings will begin.

### **9.6.1 Repayment Agreements**

Both the borrower and the housing administrator must agree to all repayment agreements, in writing. The repayment agreement will include the amount of each repayment installment and the date the payment is due. If the borrower fails to honour the repayment agreement, the default procedures for non-payment of loan/mortgage payments will start immediately after an arrears payment is not made as agreed to.

#### Failure to Honour the Repayment Agreement

If the borrower fails to pay the arrears in full or to meet with the housing administration and make a written agreement to repay the arrears by the end of the 10-day period, a final notice will be hand delivered to the borrower. This notice will advise the borrower that the consequences for non-payment of the loan/mortgage payment will begin. The consequences for non-payment can include:

- Payroll deductions (if employed by the Band);
- No new loans will be given to member(s) with arrears;
- Restrict access to non-essential services provided by Saugeen First Nation;
- Proceed with foreclosure, where required.

### **9.6.2 Foreclosure**

In cases where all efforts to have the borrower repay the arrears have failed and foreclosure is determined to be the most appropriate consequence, the housing administration reserves the right to proceed with foreclosure action in order to protect the Band's investment in the property. The housing administration will make recommendation for foreclosure to Chief and Council to ratify within 30 days of issuing the recommendation.

#### Foreclosure Notice

Once a foreclosure has been ratified by Chief and Council, the borrower will be issued a foreclosure notice and be given 30 days to vacate the property. Failure to vacate within this time period will result in the housing administration taking action to remove the occupants and their possessions in accordance with the terms of the foreclosure. When a foreclosure notice has been issued and ignored by the borrower, the local police will be contacted.

### Payments

During a foreclosure, the housing administration will not accept any payments on any outstanding arrears once this notice has been ratified by Chief and Council

### Other

Any band member who has been foreclosed on shall **not** be eligible for any housing assistance from the band until the arrears on the original account are paid in full.

## 9.7 Death of a Borrower

In the event of the death of a borrower, a notice shall be issued to the Department of Indian Affairs and Northern Development, Estate section. The beneficiary inheriting the property will assume responsibility for the loan and can either continue with the monthly payments or pay the outstanding loan amount in full.

Or until the estate is settled the First Nation shall determine the best option to maintain asset.

## 9.8 Insurance – New Housing/Capital and Renovation Loans

In order to protect the Band's financial investment on the property, the borrower(s) must obtain and keep in force, for the duration of the loan, insurance against loss in an amount that covers the full loan. The insurance policy must show the Saugeen First Nation as payee to cover the outstanding loan amount. "Mandatory".

Proof of insurance coverage must be provided to the housing administration annually. If no evidence of insurance is provided, the Band will make arrangements for the required insurance coverage and will bill the monthly premium amount to the borrower as part of the loan repayment.

All borrowers are encouraged to obtain insurance to cover any loss of personal belongings in case of fire. This cost will be the responsibility of the borrower. The Bands blanket insurance only covers the structure not the contents.

## 9.9 Loan Guidelines

### **5.9.1 New Housing/Capital Housing Loan**

#### Loan Amount

The maximum amount of a New Housing Loan is \$88,179.00. This amount consists of a Band loan to a maximum of \$60,000.00 and a once in a lifetime forgivable grant (subsidy) in the amount of \$28,179.00. The subsidy funding is for new construction only.

**Note:** new levels to be determined on an individual basis.

#### New Housing/Capital Loan Guidelines

- a. Applications for New Housing must be submitted to the housing administration, annually, no later than March 31<sup>st</sup> of each year, or unless directed by the housing administration via

newsletter. A copy of the New Housing Loan application is available at the Housing Department.

- b.** Notices for New Housing loans shall be posted in the Newsletter and at the Saugeen Band Administration Office. End of May
- c.** Applicants will be notified in writing of the time of their interview.
- d.** All successful applicants will be required to:
  - Provide a legal lot description of where the house will be built.
  - All Band Members who are proposing to build a home on their building lot/land, as identified on their Certificate of Possession, must transfer title of the proposed building lot to the Saugeen Housing Department before beginning construction as security for the mortgage provided by Saugeen First Nation. After the mortgage is paid in full, as agreed, title will be transferred back to the Band member through a Land of Possession Certificate.
  - Submit an Engineered Stamp Approved blueprint of the house. Applicants are responsible to purchase their own blueprints.
  - A housing contract must be signed between the applicant and the contractor before the construction work begins.
  - If a Band member is proposing to build their own house, they must provide and maintain full public - liability insurance and property – damage insurance that covers up to 1 million dollars and make sure that all the subcontractor's have liability insurance. They must have certified electricians, plumbers, and certified heating technicians.
- e.** A new construction mortgage must be signed by the applicant(s) and approved by Chief and Council by Band Council Resolution prior to the release of any funding and the start of construction. (once mortgage is signed and work is under way the borrower(s) will have six - twelve months to complete their home).
- f.** Prior to the start of construction, the borrower(s) must participate in a 3-day homeowner's workshop. Participation in the home owner's workshop is a mandatory requirement which must be fulfilled prior to the start of construction. Failure to complete the home owner's workshop may result in cancellation of the new housing loan.
- g.** Applicants must commence construction within 60 days of the date the Mortgage/Loan Agreement is signed by the Band. (Seasonal considerations may apply for exterior ground work). Failure to commence construction within 60 days will result in the loan agreement being cancelled. In these cases, the applicant will be eligible to reapply for a New Housing Loan in the following fiscal year.
- h.** Successful applicants will be given **six** months from the date of mortgage approval before the first mortgage payment is due. Mortgage payments are to be made on the first of every month in accordance with the terms of the mortgage agreement. All mortgage documentation must be signed by all parties prior to the release of any loan funds.
- i.** Unit construction must be completed within 6 month period of the mortgage approval date. Failure to complete construction within this period may result in the allocation being revoked unless seasonal clause has been exercised.

#### Construction Requirements

- a.** An existing home may be purchased with New Housing Loan funds provided an inspection is conducted by the designated Housing Inspector to confirm that the house meets the minimum required standards. If the purchase price of the unit, plus the cost to bring the unit to

minimum standards exceeds the maximum loan amount, the borrower must obtain and deposit the difference into their construction account prior to the start of construction.

- b.** All new homes are to be constructed by an established and qualified construction company with certified carpenters. If a construction firm from outside of the Band is hired; a condition of the contract will be that at least one Band member, who is qualified to do construction work, be hired for the duration of the construction project.
- c.** Trailers can not be purchased through this program.
- d.** Lots must be a minimum of 20,000 square feet (200' x 100') and must be accessible to road, hydro and water. The lot must be cleared and brought up to grade and the cost for this must be paid by the applicant. Site prep is included in subsidy dollars of \$28,179.00
- e.** Construction of a basement, utilizing funds that are normally allocated to crawlspace, is eligible. Construction of basements must conform to the National Building Code and the First Nations Illustrated Housing Code.
- f.** Garages are not an eligible construction item.
- g.** Items such as brickwork, stonework, decks, bow windows, patio doors, fancy exterior and interior doors and hardware, coloured bathroom fixtures, wall paper, and chandeliers etc. are not costs that can be included under the loan amount. Homeowners to pay for these items.
- h.** The maximum allowance for cupboards and flooring is \$8,000 to 10,000.
- i.** The designated Housing Inspector will inspect all homes. The minimum inspection stages are identified in the Technical Services section of the housing policy.

## 10.0 INAC SECTION 10 MINISTERIAL LOAN GUARANTEE PROGRAM

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

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

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

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

If repayment of a loan is not made, INAC will pay out the outstanding balance and then require repayment from SFN. Once the mortgage is paid in full, and all other requirements of the loan have been fulfilled, the Certificate of Possession (CP) will be transferred back to member.

### 10.1 Eligibility Criteria

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

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

## 10.2 Pre-Approval

Borrower sends a written expression of interest to the Housing Department.

Once the Housing Department has verified that the Borrower, has access to land on SFN Land, SFN conducts an internal credit check to ensure that the Borrower has no outstanding accounts, such as loans, rental Arrears or other debts. Outstanding accounts for the purpose of this process are accounts that have been outstanding for more than 30 days.

If the Borrower has an outstanding account, SFN must be satisfied that those debts have been settled or that the Borrower has negotiated a repayment plan with the SFN before the Housing Department will issue a Conditional Letter of Support.

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

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

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

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

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

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

Saugeen First Nation Marital Real Property policy will apply for a household that includes a non-band member spouse.

### 10.3 Approval and Construction/Purchase

1. Identification of serviced lot.
2. A title search will be conducted to ensure that the lot is unencumbered, as well as to ensure the lot is surveyed and an environmental site assessment is completed, if required.
3. The borrower must sign the Security & Indemnity Agreement.
4. If the lot is currently held by the Borrower, the lot must be transferred to SFN and SFN will hold the Lot until the mortgage is fully discharged.
5. Borrower to provide evidence of a legally enforceable Will confirming his/her wish to dispose of his/her property upon his/her death. (Heir must be another SFN Member).
6. Borrower to provide financial institute and Housing Department with quote from contractor(s) along with verification of equity. Contractors must be reputable, qualified, have insurance and provide references. In addition, the contractor(s) must be registered and in good standing with WCB, and must be capable of bridge financing construction. Loan advances prior to construction beginning are prohibited
7. Borrower provides site plan to the SFN from where infrastructure is to be installed.
8. Plans from local hardware stores may also be acceptable, provided they are engineered stamped.
9. Necessary loan documents forwarded to Chief and Council for final approval. Chief and Council issue BCR for Ministerial loan guarantee.
10. Contractor to provide proof of liability and/or construction insurance to SFN and Financial Institution.
11. Copy of builder's contract forwarded to SFN and lender and any related correspondence must be forwarded to Housing Department.
12. Construction begins.

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

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

Final inspections for building, from Health Canada (septic) must be provided to the Housing Department.

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

## 11.0 FIRST NATIONS MARKET HOUSING FUND LOANS

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

### 11.1 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                      | \$250,000  |
| Maximum Amortization              | 25 years   |
| Down payment                      | 5% down (cash only no sweat equity)                          |
| Subsidy from SFN                  | \$28,000   |
| Life Insurance                    | Mandatory  |
| Fire Insurance                    | Mandatory  |
| Lots                              | Serviced Lots only (water, hydro & Septic)                   |
| Certification of Possession (CPs) | First Nation to hold CPs until mortgage is fully amortized.  |
| Total Debt Services Ratio         | Not to exceed 40%  |
| Debts owed to Saugeen             | To be addressed if Band member is in arrears (all programs). |
| Construction method               | General Contractor only.                                     |
| Hold back on Construction         | 10%  |

### STAGE 1 – Pre-Qualification

- 1) A Market Based Housing Application is sent by the Band member to First Nation Housing. An orientation package is sent to Band member detailing the eligibility requirements.
- 2) First Nation conducts internal credit check to ensure there are no accounts in arrears or other debts that are outstanding. **Outstanding accounts for the purpose of this process are accounts that are in default more than 30 days.** If the band member is in good standing a Conditional Letter of Support (Appendix 1) will be issued to the financial institute stating that the First Nation 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 all debts must be paid in full 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 Saugeen First Nation may at its discretion defer the application for a period of six months to ensure that the Band member abides by the repayment plan.



- 3) Only after the Band member has received conditional support from the First Nation 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 (640 or higher)
  - 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) Saugeen First Nation Marital Real Property policy will apply for a household that includes a non-band member spouse.

## **STAGE 2 – Approval & Construction**

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- 1) Identification of a serviced lot and CP formally transferred to the First Nation, if First Nation 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 Land Survey Registry (CSLR). CP is transferred to Band member only after the mortgage has been fully amortized.
- 2) Housing Administrator 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) A one-time grant of \$28,000 is available for new construction to eligible members. The subsidy is distributed on a first come first serve basis by the Housing Committee.
- 4) Band member to submit two sets of plans, one for the First Nation and one to be forwarded to the financial institution. Any modifications recommended by the technical review must be implemented.
  - 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 engineered stamped.
  - c. Plans to be reviewed by Technical Services Technical Services to ensure they meet, as a minimum, Ontario Building Code (OBC).
- 5) For Modular/prefabricated construction, units must meet the following minimum standards before guarantee is issued:
  - a. Contractor not paid until home is in place and inspected.
  - b. Trailers are not eligible under this program.

- 6) 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 WSIB coverage to First Nation. In addition, contractor must be capable of bridge financing construction, as **advances prior to construction are prohibited.**
- 7) Contractor responsible for installing services, water and septic, to the lot line and must be included in the cost of construction.
- 8) Fees for hydro hook-ups are the responsibility of the Band member.
- 9) Final quote along with verification of equity must be forwarded to financial institution for final approval. Must be below maximum loan amount.
- 10) Loan document forwarded to Chief and Council for final approval. Chief and Council issue BCR for loan guarantee. (Appendix 2)
- 11) Credit Enhancement Certificate is issued by the First Nation Market Housing Fund confirming its backing of the loan.
- 12) Contractor to provide proof of construction insurance to First Nation and Financial Institution.
- 13) Copy of builder's contract forwarded to First Nation and any related correspondence must be forwarded to Saugeen First Nation.
- 14) **Construction begins.**
- 15) Technical Services responsible for progress and compliance inspections. The maximum number of progress advances is six (6). Pictures to be included in the advance documentation
- 16) Health Canada to inspect septic systems and issue certificate, copy to be provided to First Nation.
- 17) Equity (5%) and \$28,000 Grant must be drawn down first prior to the first loan advance being processed.
- 18) 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.
- 19) Proof of fire insurance provided by Band member to financial institution prior to move in date.

## 11.2 Purchase an Existing Home

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

### Program Details

|                                   |   |
|-----------------------------------|---|
| Maximum Loan                      | \$250,000   |
| 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) | First Nation to hold CP until mortgage is fully amortized.    |
| Total Debt Services Ratio         | Not to exceed 40%   |
| Debts owed to Saugeen             | To be addressed if Band member is in arrears (all programs).  |
| Renovations                       | Can be included with Purchase price along as within max loan. |
| Hold Back/Construction method     | 10% - General Contractor renovations                          |

## STAGE 1 – Pre-Qualification

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- 1) A Market Based Housing Application is sent by the Band member to First Nation Housing. 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) Saugeen First Nation 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 First Nation 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 all debts must be paid in full 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 First Nation may at its discretion defer the application for a period of six months to ensure that the Band member abides by the repayment plan.
- 4) Only after the Band member has received conditional support from the First Nation 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) Saugeen First Nation Marital Real Property policy will apply for a household that includes a non-band member spouse.

## **STAGE 2 – Approval & Acquisition**

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- 7) If private sale, Saugeen First Nation is not part of the negotiation process. However, Saugeen First Nation, 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 Saugeen 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 First nation.
- 8) Sales agreement finalized and CP transferred to Saugeen First Nation until mortgage is fully discharged.
- 9) 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. (review by Technical Services).
- 10) Housing Administrator 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.
- 11) 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.
- 12) Loan document forwarded to Chief and Council for final approval. Chief and Council issue BCR for loan guarantee. (Template attached)
- 13) Credit Enhancement Certificate is issued by the First Nation Market Housing Fund confirming its backing of the loan.

- 14) Confirmation Buyer has Fire Insurance sent to financial institute and First Nation.
- 15) No transfer of funds until First Nation has received confirmation that CP has been transferred to First Nation for all private sales. Confirmation sent to the financial institution to release funds.

### 11.3 Renovations Loans

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

#### Program Details

|                                   |  |
|-----------------------------------|--|
| Maximum Loan                      | \$5,000 - \$100,000  |
| Maximum Amortization              | 20 years   |
| Life Insurance                    | Mandatory  |
| Fire Insurance                    | Mandatory  |
| Certification of Possession (CPs) | Transferred to First Nation                                  |
| Total Debt Services Ratio         | Not to exceed 40%  |
| Debts owed to Saugeen             | To be addressed if Band member is in arrears (all programs). |
| Construction method               | General Contractor/Do-it-yourself for certain items/Subs     |

### STAGE 1 – Pre-Qualification

- 1) A Market Based Housing Application is sent by the band member to First Nation Housing. 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 Saugeen First Nation for the duration of the loan.
- 3) Saugeen First Nation 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 First Nation 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 all debts must be paid in full 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 First Nation may at its discretion defer the application for a period of six months to ensure that the Band member abides by the repayment plan.

- 4) The Band member to submit quotes and a general description of renovations , which will be reviewed by Technical Services for the following:
  - a. To ensure work is compliant with, as a minimum, Ontario Building Code (OBC) and construction standards.
  - b. Provide a professional opinion on whether work can be done by Band member.
  - c. Determine which work **MUST** be done by Trades (I.e. structural, electrical, plumbing, HVAC) which will be communicated to First Nation.
- 5) Only after the Band member has received conditional support from the First Nation can the member apply for a pre-approved mortgage. The Band member will be required to submit pay stubs, photo Id, and information regarding overall debt load to the bank.
  - a. Total Debt Servicing (TDS) ratio not to exceed 40%.
  - b. Gross up factor on income earned on-reserve will be applied.
  - c. Band member must have satisfactory credit.
  - d. Band member must have good job tenure.

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

- 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) Saugeen First Nation Marital Real Property policy will apply for a household that includes a non-band member spouse.

## **STAGE 2 – Approval & Construction**

- 8) 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 Saugeen First Nation until the loan is fully amortized.
- 9) Housing Administrator 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.
- 10) The Band member gets quotes from contractors and as a minimum the contractors must demonstrate that they have liability insurance, \$1.5 million, and provide proof of WSIB coverage to First Nation. In addition, contractor must capable of bridge financing construction, as **advances prior to construction are prohibited.**
- 11) Final quotes, for contractor and building supplies must be forwarded to financial institution for final approval. Must be below maximum loan amount.
- 12) Proof of fire insurance provided by the Band member to financial institution.
- 13) Loan document forwarded to Chief and Council for final approval. Chief and Council issue BCR for loan guarantee. (Appendix 3)
- 14) Credit Enhancement Certificate is issued by the First Nation Market Housing Fund confirming its backing of the loan.
- 15) Contractor to provide proof of construction insurance to First Nation and Financial Institution.
- 16) **Renovations begin.**

- 17) Technical Services responsible for progress and compliance inspections. The maximum numbers of inspections are two; one at 50% complete and the final inspection. Pictures to be included in the advance documentation. Advances could also be processed by the submission of invoices by Band member to the financial institution.
- 18) 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.

## 11.4 Refinance of an Existing Home

For the purpose of this policy, refinancing refers to the transfer of an existing mortgaged property on First Nation 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                      | \$250,000  |
| Renovations                       | Minimum \$10,000 up to a Maximum of 100,000                    |
| Maximum Amortization              | 25 years   |
| Life Insurance                    | Mandatory  |
| Fire Insurance                    | Mandatory  |
| Certification of Possession (CPs) | Transferred to First Nation until mortgage is fully amortized. |
| Total Debt Services Ratio         | Not to exceed 40%  |
| Debts owed to Saugeen             | To be addressed if Band member is in arrears (all programs).   |
| Construction method               | General Contractor/Do-it-yourself for certain items/subs       |
| Hold back on Construction         | 10% - General Contractor                                       |

## STAGE 1 – Pre-Qualification

- 1) A Market Based Housing Application is sent by the band member to First Nation Housing. 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 \$100,000 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 \$250,000.
- 4) First Nation 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 First Nation

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 all debts must be paid in full 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 First Nation may at its discretion defer the application for a period of six months to ensure that the Band member abides by the repayment plan.
- 5) Band member to submit quotes and a general description of renovations , which will be reviewed by Technical Services for the following:
- a. To ensure work is compliant with, as a minimum, Ontario Building Code (OBC) and construction standards.
  - b. Provide a professional opinion on whether work can be done by the Band member.
  - c. Determine which work **MUST** be done by General Contractor (I.e. structural, electrical, plumbing, HVAC) which will be communicated to First Nation.
- 6) Only after the Band member has received conditional support from the First Nation 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) Saugeen First Nation Marital Real Property policy will apply for a household that includes a non-band member spouse.

## **STAGE 2 – Approval & Renovation**

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- 9) 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 Saugeen First Nation until the loan is fully amortized.
- 10) Housing Administrator 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)



- 11) The Band member gets quotes from contractors and as a minimum the contractors must demonstrate that they have liability insurance, \$1.5 million, and provide proof of WSIB coverage to First Nation. In addition, contractor must be capable of bridge financing construction, as **advances prior to construction are prohibited.**
- 12) 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.
- 13) Proof of fire insurance provided by Band member to financial institution.
- 14) Loan document forwarded to Chief and Council for final approval. Chief and Council issue BCR for loan guarantee. (Appendix 3)
- 15) If the existing mortgage is a Ministerial Guarantee, the First Nation will be required to issue a second BCR rescinding this guarantee. This ensures that there are not two guarantees on the same loan.
- 16) Credit Enhancement Certificate is issued by the First Nation Market Housing Fund confirming its backing of the loan.
- 17) Contractor to provide proof of construction insurance to First Nation and Financial Institution.
- 18) **Renovations begin.**
- 19) Technical Services responsible for progress and compliance inspections. The maximum numbers of inspections are two; one at 50% complete and the final inspection. Pictures to be included in the advance documentation. Advances could also be processed by the submission of invoices by the Band member to the financial institution.

## PART VI – OTHER

### 12.0 COMPLAINTS

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

### 13.0 APPEALS

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

#### 13.1 Grounds for Appeal

Decisions may be appealed on the following grounds:

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

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

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

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

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

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

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

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

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

#### 14. Amendments to the Housing Policy

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

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

| <b>Amendment Number</b> | <b>Approval Date</b> | <b>Description</b> |
|-------------------------|----------------------|--------------------|
|                         |                      |                    |
|                         |                      |                    |
|                         |                      |                    |
|                         |                      |                    |
|                         |                      |                    |

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

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

APPENDIX 1

**Oath of Confidentiality Agreement**  
**Housing Committee Member**

I, \_\_\_\_\_, an appointed Housing Committee Member of the SFN, hereby make an oath as follows:

1. For the term of my appointment, I will:
  - a. respect the integrity of my fellow Housing Committee Members in any decision making process.
  - b. keep matters discussed that pertain to my service as a Housing Committee Member strictly confidential and will not disclose any confidential information without the prior written approval of SFN Council and will not disclose confidential information to any 3<sup>rd</sup> party unless disclosure is required by law or a term of the SFN Housing Policy.
  - c. act on behalf of those who have appointed me, and will serve the community with the best of my ability.
  - d. fulfill my duties to the best of my abilities and will carry out my duties in a diligent and timely manner.
  - e. I have read the SFN Housing Policy and understand my duties and obligations of the Housing Committee and Housing Committee members.

\_\_\_\_\_  
Housing Committee Member Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Housing Manager

\_\_\_\_\_  
Date

## APPENDIX 2 – HOUSING APPLICATION

### HOUSING RENTAL APPLICATION

|                           |  |
|---------------------------|--|
| Date of Application       |  |
| Name of Applicant         |  |
| Number of bedrooms needed |  |
| (redundant)               |  |

#### 1. Applicant Information

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

| Name<br>(First and Last Name) | Date of Birth | Male or Female | Relationship to Primary Occupant | SFN membership # |
|-------------------------------|---------------|----------------|----------------------------------|------------------|
| 1. Primary Occupant:          |               |                |                                  |                  |
| 2. Secondary Occupant:        |               |                |                                  |                  |
| 3.                            |               |                |                                  |                  |
| 4.                            |               |                |                                  |                  |
| 5.                            |               |                |                                  |                  |
| 6.                            |               |                |                                  |                  |

#### 2. current residential and postal address?

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

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

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

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

|                  |              |              |              |
|------------------|--------------|--------------|--------------|
| Primary Occupant | Home phone # | Work phone # | Cell phone # |
|------------------|--------------|--------------|--------------|

|                    |  |  |  |
|--------------------|--|--|--|
|                    |  |  |  |
| Secondary Occupant |  |  |  |

4. **Alternate Contact in Your Absence for messages**

|  |                 |                 |                 |
|--|-----------------|-----------------|-----------------|
| Name: _____                                    | Home<br>phone # | Work<br>phone # | Cell<br>phone # |
| Relationship: _____<br>(i.e. friend, relative) |                 |                 |                 |

5. **Employment History**

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

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

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

7. **Current Living Conditions:**

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

|  |
|--|
|  |
|  |
|  |
|  |

- b. What is considered an overcrowded situation by the National Occupancy Standards (NOS): (NTD: item in this section can be moved to a note at the end of the document)

1. National Occupancy Standards' guidelines;

a. Suitable housing:

- i. Suitable housing has enough bedrooms for the size and make-up of resident households, according to National Occupancy Standard (NOS) requirements. Enough bedrooms based on NOS requirements means one bedroom for:
- ii. each cohabiting adult couple;
- iii. unattached household member 18 years of age and over;
- iv. same-sex pair of children under age 18;

- v. 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.
- vi. A household of one individual can occupy a bachelor unit (i.e. a unit with no bedroom).

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

|  |
|--|
|  |
|  |
|  |

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

e. ☐ Yes ☐ No

|  |
|--|
|  |
|  |
|  |

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

|  |
|--|
|  |
|  |
|  |

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

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

10. Gross Monthly Income:

Primary Applicant \$\_\_\_\_\_/Month

Co-Applicant \$\_\_\_\_\_/Month

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

11. Two Reference Letters from either:

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

i. ☐ Yes ☐ No ☐ N/A

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

i. ☐ Yes    ☐ No    ☐ N/A

|                                 |       |
|---------------------------------|-------|
| Primary occupant (please print) |       |
| Signed                          | Date: |

|                                   |       |
|-----------------------------------|-------|
| Secondary occupant (please print) |       |
| Signed                            | Date: |

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

| For Housing Unit use only  |  |   |
|--|--|---|
| Check off appropriate box and print name where required  |  |   |
| 1. Date Received: _____<br>Via:<br>Person <input type="checkbox"/> mail <input type="checkbox"/> e-mail <input type="checkbox"/> | 2. Acknowledge letter of receiving application and will be reviewed:<br>Date: _____<br>by: _____   | 3. Review of application for completion?<br>Date Reviewed: _____<br>Reviewer: _____<br>Complete: <input type="checkbox"/><br>Incomplete: <input type="checkbox"/> |
| 4. Reason for incomplete<br>_____<br>_____<br>_____<br>_____<br>_____<br>_____<br>_____  | 5 For incomplete application, contacted applicant by:<br>Person <input type="checkbox"/> mail <input type="checkbox"/><br>Phone <input type="checkbox"/> e-mail <input type="checkbox"/><br>Date: _____<br>Notes: _____<br>Contacted person: _____<br>Reviewed by: _____ | 6. . Application eligible or ineligible?<br>Yes: <input type="checkbox"/> No: <input type="checkbox"/><br>details _____<br>_____<br>_____                         |
| 7. Confirmation letter for eligibility or ineligibility sent<br>Date: _____<br>by: _____   | 8. Filed accordingly as eligible or Ineligible: Yes: <input type="checkbox"/> No: <input type="checkbox"/><br>Date: _____<br>Inputted into the Housing Waiting list: Yes: <input type="checkbox"/> No: <input type="checkbox"/><br>Date: _____                           | 9. Date of Conditional Housing Offer<br>: _____<br>by: _____<br>Accepted <input type="checkbox"/><br>Declined <input type="checkbox"/>                            |
| Authorized by<br>Print: _____<br>Dated: _____  | Authorized by<br>Signature: _____  |   |



|   |   |                       |
|---|---|-----------------------|
| Update # 1 Date: _____<br>Via:<br><br>By: Person <input type="checkbox"/> mail <input type="checkbox"/><br>Phone <input type="checkbox"/> e-mail <input type="checkbox"/> | Any Changes to application?<br>Provide details: _____<br>_____<br>_____ | Received by:<br>_____ |
| Update # 2 Date: _____<br>Via:<br><br>By: Person <input type="checkbox"/> mail <input type="checkbox"/><br>Phone <input type="checkbox"/> e-mail <input type="checkbox"/> | Any Changes to application?<br>Provide details: _____<br>_____<br>_____ | Received by:<br>_____ |
| Update # 3 Date: _____<br>Via:<br><br>By: Person <input type="checkbox"/> mail <input type="checkbox"/><br>Phone <input type="checkbox"/> e-mail <input type="checkbox"/> | Any Changes to application?<br>Provide details: _____<br>_____<br>_____ | Received by:<br>_____ |

### APPENDIX 3 – HOME INSPECTION FORM

Unit Location: \_\_\_\_\_ Unit Number: \_\_\_\_\_

Inspection Type: Annual \_\_\_\_ Move Out \_\_\_\_ Move In \_\_\_\_

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

|                     |  |                 |
|---------------------|--|-----------------|
| Flooring            |  |                 |
| Doors/Doorways      |  |                 |
| Windows             |  |                 |
| <b>BATHROOM</b>     |  | <b>BATHROOM</b> |
| Toilet              |  |                 |
| Basin/Taps          |  |                 |
| Shower Bathtub Taps |  |                 |
| Flooring            |  |                 |
| Doors               |  |                 |
| Walls               |  |                 |
| Plumbing            |  |                 |

|                   |  |                   |
|-------------------|--|-------------------|
| <b>BEDROOM #1</b> |  | <b>BEDROOM #1</b> |
| Closet            |  |                   |
| Walls             |  |                   |
| Flooring          |  |                   |
| Doors/doorways    |  |                   |
| Windows           |  |                   |
| Other             |  |                   |
| <b>BEDROOM #2</b> |  | <b>BEDROOM #2</b> |
| Closet            |  |                   |
| Walls             |  |                   |
| Flooring          |  |                   |
| Doors/doorway     |  |                   |
| Windows           |  |                   |
| Other             |  |                   |
| <b>BEDROOM #3</b> |  | <b>BEDROOM #3</b> |
| Closet            |  |                   |

|                             |  |                   |
|-----------------------------|--|-------------------|
| Walls                       |  |                   |
| Flooring                    |  |                   |
| Doors/doorway               |  |                   |
| Windows                     |  |                   |
| Other                       |  |                   |
| <b>FIRE SAFETY</b>          |  | <b>ALL LEVELS</b> |
| Smoke detectors             |  |                   |
| Carbon Monoxide detectors   |  |                   |
| <b>OTHER AREA - specify</b> |  | <b>OTHER AREA</b> |
|                             |  |                   |
|                             |  |                   |
|                             |  |                   |
|                             |  |                   |

Inspection Completed By: \_\_\_\_\_  
 (Housing Department Representative)

\_\_\_\_\_  
 Date:

Inspection Viewed By: \_\_\_\_\_  
 (Occupant)

\_\_\_\_\_  
 Date:

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

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

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

## APPENDIX 5 – RENT ARREARS 1<sup>ST</sup> NOTICE

Date (dd/mm/yyyy): \_\_\_\_\_

Tenant's Name: \_\_\_\_\_

Rental Unit/Lot #: \_\_\_\_\_

---

This notice is to inform you that your rent payment is 7 days past due. As you are aware, all rent is to be paid on or before the 1<sup>st</sup> working day of the month.

This notice constitutes your first notice pursuant to section 5.6 (i) of the SFN Housing Policy. Accordingly, you are reminded to pay the outstanding rent forthwith or make immediate arrangements with Housing Department to discuss the repayment of arrears. The total amount due is \$ \_\_\_\_\_.

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

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

---

On Behalf of the SFN Housing Department  
Housing Manager

## APPENDIX 6 – RENT ARREARS - 2<sup>ND</sup> NOTICE

Date (dd/mm/yyyy): \_\_\_\_\_

Tenant's Name: \_\_\_\_\_

Rental Unit/Lot #: \_\_\_\_\_

---

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

This notice constitutes your second notice pursuant to section 5.6 (ii) of the SFN Housing Policy. Accordingly, you are reminded to pay the outstanding rent forthwith or make immediate arrangements with Housing Department to discuss the repayment of arrears. The total amount due is \$ \_\_\_\_\_.

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

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

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

---

On Behalf of the SFN Housing Department  
Housing Manager

## APPENDIX 7 – RENT ARREARS FINAL NOTICE

Date (dd/mm/yyyy): \_\_\_\_\_

Tenant's Name: \_\_\_\_\_

Rental Unit/Lot #: \_\_\_\_\_

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

This notice constitutes your third and final notice pursuant to section 5.6 (iii) of the SFN Housing Policy. According to the terms of the Housing Policy & Tenancy Agreement, you now have no more than 10 days to pay all arrears in full plus the current months rent. The total amount due is \$ \_\_\_\_\_.

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

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

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

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On Behalf of the SFN Housing Department  
Housing Manager



## APPENDIX 8 – EVICTION NOTICE

Date (dd/mm/yyyy): \_\_\_\_\_; Time: \_\_\_\_\_

Tenant's Name: \_\_\_\_\_

Rental Unit/Lot #: \_\_\_\_\_

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

- a. \_\_\_\_\_
- b. \_\_\_\_\_

Please remove your belongings and have the Unit vacated no later than \_\_\_\_ pm on \_\_\_\_\_, 20\_\_.  
After this, the Housing Department 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 in your removal.

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

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

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On Behalf of the SFN Housing Department  
Housing Manager

## APPENDIX 9 – REPAYMENT/ARREARS RECOVERY AGREEMENT

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

Agreement to repay arrears between

The Tenant(s): \_\_\_\_\_  
 \_\_\_\_\_

-And -

First Nation)

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

| Due Date<br>(1 <sup>st</sup> of the month) | Regular monthly<br>payment amount |   | Arrears recovery<br>amount | Total |
|--|-----------------------------------|---|----------------------------|-------|
|  | \$                                | + | \$                         | \$    |
|  | \$                                | + | \$                         | \$    |
|  | \$                                | + | \$                         | \$    |

I/we understand that a failure to meet the repayment arrangements as noted above constitutes grounds for eviction as outlined in section 5.15(c) of the Housing Policy and the Tenancy Agreement.

|                     |       |
|---------------------|-------|
| Tenant Signature:   | Date: |
| Tenant Signature:   | Date: |
| Housing Department: | Date: |

## APPENDIX 10 – VIOLATION NOTICE

Date (dd/mm/yyyy): \_\_\_\_\_

Occupant's Name: \_\_\_\_\_

Unit/Lot #: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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On Behalf of the SFN Housing Department  
Housing Manager

**APPENDIX 11 – MARKET HOUSING APPLICATION**  
**Saugeen First Nation 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 First Nation.**

What are you applying for?

**New Construction:** \_\_\_\_\_ Max loan \$250,000 – 5% down

Service Lot Identified: \_\_\_\_\_ (water, septic, hydro, road access)

Do you hold Certificate of Possession: \_\_\_\_\_

Do you have House Plans? \_\_\_\_\_

**Renovations:** \_\_\_\_\_ Max Loan \$100,000 – 0% down

Do you hold Certificate of Possession on your home? \_\_\_\_\_

What kind of Renovations are you going to invest in?

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|  |       |                              |
|--|-------|------------------------------|
| <b>Purchase:</b>   | _____ | Max Loan \$250,000 – 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. |       |                              |
| Has a sale price been negotiated?  | _____ |                              |
| Will you be including renovations in loan?   | _____ |                              |
| If yes, please provide some details?   |       |                              |
| _____  |       |                              |
| _____  |       |                              |
| _____  |       |                              |
| _____  |       |                              |

|  |       |                                       |
|--|-------|---------------------------------------|
| <b>Refinance:</b>  | _____ | Max Loan \$250,000                    |
| Will you be including renovations?                                 | _____ | Max Renovations \$10,000 to \$100,000 |
| Which banks holds your mortgage?                                   | _____ |                                       |
| Approximate balance of mortgage:                                   | _____ |                                       |
| <b>Existing mortgage plus renovations cannot exceed \$250,000.</b> |       |                                       |
| What kinds of renovations will you investing in?                   |       |                                       |
| _____  |       |                                       |
| _____  |       |                                       |
| _____  |       |                                       |

## APPENDIX 12 – CONDITIONAL LETTER OF GUARANTEE

### CONDITIONAL LETTER OF GUARANTEE

Financial Institution

May 10, 2011

Dear Sir/Madam

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

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

This Conditional Letter of Guarantee is **not** to be construed as a final guarantee, but only serves to inform you that Saugeen First Nation 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 and a Credit Enhancement Certificate from the First Nations Market Housing Fund will be issued to your financial institution guaranteeing the mortgage.

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

Sincerely,

APPENDIX 13 – INTERNAL CREDIT CHECK

**Saugeen First Nation 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 |
|----------------|-----------------|-------------------|
|                |                 |                   |
|                |                 |                   |
|                |                 |                   |
|                |                 |                   |
|                | <b>Total</b>    | <b>\$</b>         |

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_  
Finance Manager

Full Payment Received? Yes \_\_\_\_\_ No \_\_\_\_\_

Repayment Plan Negotiated? Yes \_\_\_\_\_ No \_\_\_\_\_

## APPENDIX 14 – SFN RENOVATION LOAN APPLICATION

### **Saugeen First Nation**

### **Renovation Program Application**

Name: \_\_\_\_\_ Member number \_\_\_\_\_

Co-Applicant: \_\_\_\_\_ Member number \_\_\_\_\_

Date of Application: \_\_\_\_\_

Phone:(h) \_\_\_\_\_ (w) \_\_\_\_\_ (c) \_\_\_\_\_

#### **Personal Information**

Do you own your home? \_\_\_\_\_ (Yes/No)

Do you have a homeownership certificate / proof of homeownership? \_\_\_\_\_ (Yes/No)

Are you willing to transfer ownership CP of home to SFN for duration of loan : \_\_\_\_\_ (Yes /No)

How many dependents under 18 years of age? \_\_\_\_\_

Are they all Members of SFN: \_\_\_\_\_

#### **Employment / Financial Information**

Name of Employer: \_\_\_\_\_

Name of Employer Co-Applicant: \_\_\_\_\_

How long have you been employed there? \_\_\_\_\_

Gross Monthly Income: \_\_\_\_\_ (Provide pay stub/letter from employer)

Gross Monthly Income Co-Applicant: \_\_\_\_\_ (Provide pay stub/ letter from employer)



Monthly Heating cost:\$\_\_\_\_\_

Monthly House Payment: \$\_\_\_\_\_

**Existing Living Conditions**

Is your home lacking or has substandard mandatory items listed below?

Electrical\_\_\_\_\_

Heating/ Ventilation / Air Conditioning (HVAC)\_\_\_\_\_

Plumbing:\_\_\_\_\_

Structural:\_\_\_\_\_

Inspection by SFN will confirm items.

**Renovations:** \_\_\_\_\_ Max Loan \$000 – 5 Years amortization

What kind of Renovations are you going to invest in?

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Inspection by SFN to confirm costs of renovations.

Application must be filled out in its entirety or the application will not be scored. It is the responsibility of the applicant to update their application every year in order to be considered for the loan.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant

\_\_\_\_\_  
Date

## APPENDIX 15 – SAUGEEEN RENOVATION LOAN SCORING SHEET

### SFN First Nation

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. | <b>Duration the Application has been on the Renovation Waiting List</b><br>b) Updated application only, for each 6 months on the waiting list.   | .25 point for every 6 months 2 years  |              |
| 2. | <b>Family Structure</b><br>a) For each applicant's child under the age of 18.<br>b) Applicant is a single parent with dependents.<br>c) Applicant and dependent(s) are members– point for each member.<br>d) Number of household member(s) who require disabled access or special modifications _____.   | 1 point each  |              |
| 3. | <b>Condition of Home</b><br>a) The current dwelling poses a health and/or safety risk to the occupants (must be supported by documentation such as inspection report).<br>b) Household is lacking the following / or has substandard basic facility:<br>1.) Heating 2.) Electrical 3.) Plumbing 4.) electrical 5) Structural – Point Each<br>c) The household is considered overcrowded per the National Occupancy Standards, *See below. (Must be justified with documentation from an authority or acceptable agent).<br>d) Emergency Repair – as defined in Purpose Section 1.0 - <b>5 Points</b> | 1 point each  |              |
| 4. | <b>Household Income</b><br>a) Applicant's income affords all housing related costs plus renovation loan (Mortgage Payment + Heating Cost + renovation loan payment /monthly income is less 30%) (Gross Debt Service Ratio GDS)<br>b) Applicant has a good credit rating with the SFN.  | 2 points each   |              |
| 5. | <b>Who is not eligible</b><br>a) The applicant is under the age of 18;<br>b) The application is incomplete;<br>c) Application is over the 12 months period and has not been updated;<br>d) The applicant cannot afford the renovation payment exceeds GDS<br>e) The applicant has a bad credit rating with SFN<br>f) The applicant is not in good standing with SFN  | Any bullet with a check mark will disqualify the applicant's application.<br><input checked="" type="checkbox"/> for applicable |              |
|    | <b>TOTAL</b><br><b>For noting or commenting use back of this page.</b>   |   |              |

\*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 16 – MORTGAGE ARREARS RECOVERY AGREEMENT

### Arrears Mortgage Agreement

|                           |                              |
|---------------------------|------------------------------|
| Homeowner Name:           |                              |
| Account Number            |                              |
| Monthly Payment Charge \$ | Amount of Payment Arrears \$ |

Agreement to repay arrears between

The Homeowner(s): \_\_\_\_\_  
 \_\_\_\_\_

-And -

SFN First Nation

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

| Due Date<br>(1 <sup>st</sup> of the month) | Regular monthly<br>payment amount |   | Arrears recovery<br>amount | Total |
|--|-----------------------------------|---|----------------------------|-------|
|  | \$                                | + | \$                         | \$    |
|  | \$                                | + | \$                         | \$    |
|  | \$                                | + | \$                         | \$    |

I/we understand that failure to meet the Mortgage arrangements as noted above constitutes grounds for a breach of the Renovation Policy and the Renovations Mortgage Agreement.

|                      |       |
|----------------------|-------|
| Homeowner Signature: | Date: |
| Homeowner Signature: | Date: |
| Housing Department:  | Date: |