

Yellow Quill First Nation



Housing Policy

2022

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1. Introduction

WHEREAS the Yellow Quill First Nation has taken control of its reserve lands and resources pursuant to the Framework Agreement on First Nation Land Management (the “**Framework Agreement**”), and has enacted the Yellow Quill First Nation Land Management Code (the “**Land Code**”) which came into force and effect on September 9, 2015, as amended from time to time;

AND WHEREAS pursuant to the Framework Agreement and community custom, Yellow Quill First Nation may enact rules and regulations, including policies, regarding their lands;

AND WHEREAS pursuant to the Land Code, the Council may make laws respecting the development, conservation, protection, management, use and possession of Yellow Quill Lands, and interests and licenses in relation to those lands (the “**Land Laws**”). This power includes the power to make laws in relation to any matter necessary or ancillary to the making of laws in relation to Yellow Quill Land, including policies; and

AND WHEREAS the Council wishes to enact a Housing Policy to reflect the current needs of Yellow Quill First Nation and its Membership.

NOW THEREFORE, the Chief and Council of Yellow Quill First Nation do hereby enact the following Housing Policy.

- 1.1 This Housing Policy is intended to provide guidance to the Yellow Quill First Nation Housing Committee & Housing Director in administering their housing programs on behalf of the members of the Yellow Quill First Nation.
- 1.2 Within the Yellow Quill First Nation, units in the housing portfolio are known as either:
 - a) Section 95 subsidized rental homes where the Band borrowed funds from the lender to build these homes, obtained a loan and is required to repay these funds. For these homes, the member residing in the home is referred to as the Tenant.
 - b) Band-owned units where the homes were built using Band Capital funds and no loan was required. Members occupying these homes are referred to as Occupants.

All Section 95 and Band-owned units belong to, and are considered assets of Yellow Quill First Nation, and are the responsibility of Yellow Quill First Nation. All Section 95 and Band-owned units are subject to this Housing Policy,

2. Purpose and Principles

- 2.1 Housing is an essential service because it affects the health and wellbeing of all Yellow Quill First Nation members. The Yellow Quill Housing Committee will make recommendations on budgets and annual work plans to the Yellow Quill Government. Once recommendations are approved, the Yellow Quill Housing & Public Works Director will enforce these recommendations.
- 2.2 This policy is based on the principle that housing is a shared responsibility between Yellow Quill Housing Committee, Yellow Quill First Nation Government and the Tenants or Occupants. Yellow Quill First Nation’s goal is to protect the community’s investment in housing and to maximize housing resources.

The objectives of this housing policy are:

- a) To meet the housing needs of the Yellow Quill First Nations members to the maximum extent possible.
- b) To respond to the demand and need for adequate housing services by prioritizing and allocating housing assistance in an equitable manner;
- c) To give eligible Yellow Quill First Nations members and families the opportunity to become involved in on-reserve home maintenance, repair programs and renovations as per INAC Management Regime 2005.
- d) To implement policies and procedures that will apply to all existing and future houses located in and owned by the Yellow Quill First Nation.
- e) To protect the community's investment in housing.
- f) To empower the Yellow Quill Housing Committee, the Yellow Quill First Nation Government, and the Yellow Quill Housing Department personnel to manage on-reserve housing.

3. Definitions

As used in this Housing Policy, the following definitions will apply:

- i. **"Amendment"** is the amendment process as detailed in the Governance Policy (October 23, 2017).
- ii. **"Applicant"** means a member of Yellow Quill First Nation who is applying for housing assistance.
- iii. **"Arrears"** means late/overdue payments on maintenance service fees / shelter enhancement fees that the tenant/occupant is responsible to pay.
- iv. **"Band"** means Yellow Quill First Nation.
- v. **"Band Member"** means a person as defined in the *Indian Act*, Section 9, Paragraph 2.
- vi. **"Business Day"** means any day except any Saturday, any Sunday, or any day which is a legal holiday
- vii. **"CMHC"** means Canada Mortgage and Housing Corporation.
- viii. **"Calls for Bids"** means the procedure for obtaining offers from qualified contractors or tradespersons to carry out work that is required to be completed on a housing unit.
- ix. **"Certified Engineer"** means a licensed engineer in good standing with the Association of Professional Engineers and Geoscientists of Saskatchewan;
- x. **"Chief and Council"** means the Chief and Council of Yellow Quill First Nation.
- xi. **"Children/Grandchildren"** "includes Biological/Legal and Traditional Adoption if legally responsible for child.
- xii. **"Condemned"** a house that is unfit to live in and beyond repair.
- xiii. **"Default"** means any breach of the lease agreement or agreement to pay Maintenance Service Fees or any other fees or costs associated with such agreements.
- xiv. **"Eviction"** is the action taken to remove the Tenant/Occupant and their belongings from the unit due to a breach in the lease agreement or criminal code violation.
- xv. **"First Nation"** means the Yellow Quill First Nation.
- xvi. **"Home Ownership"** means a home on Yellow Quill First Nation that has been purchased from the Band or built or moved onto leased land with a Band Members own resources.
- xvii. **"Housing Committee"** "is the Yellow Quill First Nation Housing Committee, an organized group of Band Members appointed by the Chief and Council, for the purpose of reviewing and recommending applications for housing assistance and assisting and supporting housing services in accordance with the housing policies approved by the Chief and Council.

- xviii. **“Housing Department”** means the Housing Director or other staff responsible to manage and administer the housing programs and services on behalf of the Housing Committee using approved housing policies and procedures.
- xix. **“ISC”** means Indigenous Services Canada (Formerly INAC).
- xx. **“Lease agreement”** is a contract through which Yellow Quill First Nation provides a tenant with housing for a certain amount of time, on payment of service charges by the tenant where applicable, and subject to certain specific terms as outlined in the agreement.
- xxi. **“Maintenance Service Fee”** is a fee charged to Tenants of Section 95 Units and Occupants of band-owned units to help offset the cost of providing maintenance to the housing units.
- xxii. **“National Occupancy Standards”** A separate bedroom is required for an adult couple, for a single person eighteen (18) years or older, for children age five (5) and over of the opposite sex. Adults should not share a bedroom with children.
- xxiii. **“Occupant”** is the qualifying applicant occupying any Band Owned unit.
- xxiv. **“Point-Rating System”** means the criteria listed in Appendix X.
- xxv. **“Policy”** means the Yellow Quill First Nation Housing Policy;
- xxvi. **“Tenant”** is the qualifying applicant occupying any CMHC Section 95 housing unit.
- xxvii. **“Tenant Damage”** refers to damages to a Unit caused by the actions of a Tenant or Occupant and/or their family or their guests.
- xxviii. **“Unit”** means the house and property occupied by a Tenant or Occupant.

4. Policy and Program Administration

- 4.1 The Housing Department is responsible for the day-to-day operations of all housing programs and services including but not limited to: identifying community housing goals, developing, implementing and enforcing Policy under the direction/recommendation from the Housing Committee, providing counselling regarding related Tenant responsibilities and sharing and facilitating information with the Chief and Council, the Housing Committee and Band Members.
- 4.2 The Housing Committee is appointed by Chief and Council for the purpose of supporting and assisting the Housing Department in achieving housing goals, by implementing this Housing Policy, providing advice and assistance to the Housing Department and liaising with Band Members and Chief and Council. The Housing Committee will serve in an advisory capacity to Chief and Council and the Housing Department. The Housing Committee will deliver the housing programs as directed through the Housing Policy.

5. Policy and Program Amendments

Amendments to the Housing Policy will be presented by the Housing Committee to Chief and Council at a duly convened meeting for approval.

- 5.1 Proposed amendments will be posted publicly at the Band office or public place for thirty (30) days to allow Band Members and community input. The Chief and Council may consult with the Housing Department, Housing Committee and/or Band Members by way of a community meeting to discuss the nature of any proposed amendments. The decision of Chief and Council shall be final.
- 5.2 If accepted, the Policy amendment shall be dated and the Housing Policy amended. Amendments are effective immediately with appropriate notice issued in writing to Tenants and Occupants one (1) year for any increases in Maintenance Service Fees).

6. Policy and Program Evaluation

The Housing Committee shall carry out a review/evaluation of the housing programs and policies on a yearly basis. A report by the Housing Director shall be provided to Chief and Council and made available to Band Members upon request.

7. Roles and Responsibilities

The structure of the Housing Department has been defined by the Yellow Quill First Nation Governance Model. (Job Descriptions and Organizational Chart attached in Appendix “G”)

7.1 Band Members

As Band Members of Yellow Quill First Nation, each person shall be provided the opportunity to contribute their views on existing and future housing programs and services by participating in community meetings and talking with the Housing Committee. Band Members have a responsibility to support Housing Policy implementation and enforcement as approved by Chief and Council and they have a responsibility to abide by Yellow Quill First Nation Policies, as they are developed through the input of Band Members. Band Members who show up at meetings or in the Housing Department while intoxicated will be asked to leave. Should an intoxicated person become physically or verbally abusive, they will be reported to the local authorities. Each incident will be handled independently, and a suspension will be determined at the discretion of the Housing Committee.

7.2 Housing Committee

The Housing Committee has the responsibility for delivery and administration of all dwellings owned by the Band. The Housing Committee shall consist of eight (8) Yellow Quill Band members. Six (6) members shall be selected from public posting for not less than one (1) month, posted by the Housing Committee. Two Housing Portfolio (2) Councillors shall be designated to the Housing Committee. The Chief will act as an ex-officio member of the Housing Committee and is not permitted to vote on any matters. The Terms of Reference for the Housing Committee are included in “Appendix A” of this Policy.

The responsibilities of the Housing Committee are to:

- Review and approve applications for housing programs and services;
- Conduct reviews of the Housing Policy and to suggest amendments as recommended by the Housing Department, Band Members and/or leadership’
- Support the enforcement of Housing Policy;
- Support housing activities by participating in projects related to the overall objectives of housing programs;
- Attend and participate in sub-committee meetings, act as a liaison between housing staff and Chief and Council, share and exchange information with staff, clients and the Band Members;
- Report information about housing activities to the Chief and Council and the Band Members, share information on how plans were carried out, goals and work items achieved, budgets committed and identify changes that should be considered;

- Communicate with other committee members, Chief and Council, government officials, staff, volunteers and other interested parties about the housing programs and services. Attend conferences, training events and special meetings on housing issues; and
- Fulfill any and all other related duties that may arise from time to time.

7.3 Chief and Council

- a) Is mandated by the Band Members of Yellow Quill First Nation to implement a Policy to ensure the Housing Department of Yellow Quill First Nation are administered and managed for the benefit of its Membership at the highest standards by:
 - I. Approval of annual work plan budgets that are submitted by the Housing Director.
 - II. The appointment of Housing Committee members.
- b) Pursuant to the inherent right of sovereign self government and all rights granted by the Creator, the First Nation may make laws, policies and regulations respecting the administration and management of the Housing Department.

7.4 Housing and Public Works Director

The Housing and Public Works Director is the senior manager of the Yellow Quill Housing sector. In this capacity, the Housing and Public Works Director must demonstrate the following responsibilities and maintain the following relationships:

- a) Maintain a direct line of communication with Chief and Council;
- b) Is accountable to Chief and Council;
- c) Upkeep functional policy and program delivery accountability to the Housing Committee;
- d) Manage the housing programs in accordance with the approved housing policy and within approved budgets;
- e) Complete applications and proposals for housing programs, funding and services;
- f) Develop and maintain an information management system for all housing units, programs and projects;
- g) Protect and keep confidential any information collected from applicants;
- h) Carry out property management responsibilities in an effective and timely manner;
- i) Administer and monitor the effectiveness of all housing policies and programs;
- j) Report regularly to Chief and Council and the Housing Committee;
- k) Provide an overview at community meetings on the activities of the Housing Department;
- l) Prepare an annual work plan and budget requests for approval of Chief and Council;
- m) Prepare an annual report for the Housing Committee, including a financial statement (within one-hundred and twenty (120) days of March 31st each year);
- n) Plan, organize and carry out community consultations on policy revisions, amendments and any new programs and/or services;

- o) Gather and review information on new housing programs available to assess their applicability to the housing needs of Yellow Quill First Nation and to recommend the adoption of such programs;
- p) Responds to inquiries of Chief and Council, the Housing Committee and Band Members to all matters as they pertain to housing programs and services; and
- q) Carry out any and all other related duties that may arise from time to time.

7.5 Housing Coordinator

The Housing Coordinator is responsible for assisting the Housing and Public Works Director with the day-to-day operations of the Band and Section 95 On-reserve Housing Portfolios. In this capacity the incumbent must demonstrate the following responsibilities and maintain the following relationships:

- a) Maintain a direct line of communication to the Housing and Public Works Director;
- b) Assist in delivering functional policy and program delivery accountability to the Housing Committee;
- c) Assist the Housing and Public Works Director with housing program in accordance with this Housing Policy and within approved budgets;
- d) Assist with applications and proposals for housing programs, funding and services;
- e) Assist in developing and maintaining an information management system for all Band and CMHC Housing Units, programs and projects;
- f) Protect and keep confidential, any information collected from Applicants;
- g) Assist in carrying out property management responsibilities in an effective and timely manner;
- h) Assist in administering and monitoring the effectiveness of all Housing Policies and programs;
- i) Coordinate with Finance Department on collection of MSF accounts and balances;
- j) Assist in the preparation of an annual report for the Housing Committee, including a financial statement (within one-hundred and twenty (120) days of March 31st each year);
- k) Assist in planning, organizing and carrying out community consultations on Policy revisions, amendments and any new programs and/or services;
- l) Assist in gathering and reviewing information on new housing programs available; to assess their applicability to the housing needs of Yellow Quill First Nation and recommending the adoption of such programs;
- m) Assists Director in responses to inquiries from Chief and Council, the Housing Committee and Band Members to all matters as they pertain to housing programs and services;
- n) Carry out any and all other related duties that may arise from time to time.

7.6 Tenants and Occupants

All Band Unit Occupants and Section 95 Tenants must adhere to the terms of the Housing Policy, including but not limited to: paying Maintenance Service Fees on time, carrying out own minor maintenance and repairs as listed in lease agreement, correcting Tenant Damage, paying utilities costs, keeping the Unit and property free of garbage/debris, fuels, oils, old vehicles/parts, free of health and safety hazards, and informing the Housing Department of all prolonged absences from the Unit.

- Occupants of Band Unit Housing will be required to sign a lease agreement which outlines their rights and responsibilities as an Occupant within this Policy.
- Tenants of Section 95 subsidized housing will be required to sign a lease agreement annually which will outline their rights and responsibilities as a Tenant within this Policy.

8. Allocation of Housing Assistance

8.1 Eligibility Criteria

- 8.1.1 Applicants must be eighteen (18) years of age or older.
- 8.1.2 Applicants must be a Band Member of Yellow Quill First Nation or have dependents who are Band Members.
- 8.1.3 Applicants must complete an application for assistance (refer to Appendix B). Application forms can be found at the Housing Department, at the Band Administration building, or mailed by the Housing Department upon request (in order to serve the community better, action is being taken to ensure forms will be made available on the Yellow Quill First Nation Website).
- 8.1.4 Applicants must provide evidence of their annual income for the past two (2) years.
- 8.1.5 Applicants who are in arrears on any Maintenance Service Fee payments to Yellow Quill First Nation will only be considered for housing assistance once they have honored the terms of a repayment agreement on arrears for a consecutive six-month period prior to making the application for housing assistance.
- 8.1.6 Applicants will be required to confirm that they will occupy the property as their principal residence.

8.2 Application Process

- 8.2.1 Except for emergency situations outlined in 8.2.8, applications must be submitted to the Housing Department by January 31 of each year for consideration for the following calendar year (February 14 to January 30). Any applications submitted after January 31 will not be considered for review until the following year.
- 8.2.2 Applications must be made on the forms designated for this purpose and date stamped when received at the Housing Department.
- 8.2.3 The Housing Committee will review applications and make recommendations based on the selection criteria as outlined in this Policy and the Point Rating System.
- 8.2.4 The Housing Department will keep a written record of the review of applications and the reasons for selecting or rejecting applicants.
- 8.2.5 All hard copy housing applications will be kept on file for a maximum period of seven (7) years. A digital database will also store applications.

8.2.6 All applications received will be electronically filed annually and be backed up with all Housing files.

8.2.7 Applicants are responsible to update their application annually. Applications that are not updated annually will be considered inactive and will be removed from the housing assistance file. A copy will remain in the database as evidence of when the application was last submitted.

8.3 Selection Criteria

8.3.1 Selection criteria will be considered when selecting applicants in accordance with Yellow Quill First Nation housing goals, priorities and the Housing Policy. As part of the application review, the Housing Committee will review the application against the Point-Rating System. (Refer to Appendix D) in order to confirm eligibility and to provide an assessment of the current living conditions, affordability analysis, and confirmation of household size.

8.3.2 Priorities for housing assistance include:

- a) Couples who have not previously received housing assistance and who have school-aged or young children;
- b) Applicants who are currently living in overcrowded conditions;
- c) Applicants who are living in condemned accommodations;
- d) Single parent with two (2) or more children dependents, being Yellow Quill Band Members.
- e) Non-band members (i.e.: Foster Parent(s)) who are caregivers to two (2) or more child dependents, being Yellow Quill Band Members.
- f) Special consideration will be given to Senior Citizens and people who have a physical or mental disability which would be alleviated by having alternate accommodation.

8.3.3 If the successful Applicant is currently occupying a band-owned house, they must sign a release form to release the existing house before a new house can be received.

8.4 Housing Assistance Allocation Process

8.4.1 Applicants must complete an in-person interview with the Housing Committee to demonstrate their understanding of their housing responsibilities.

8.4.2 Following the Housing Committee's review of the housing applications, all Applicants will be notified in writing within ten (10) working days of the results of the selection process for housing assistance.

8.4.3 The Housing Department will arrange a meeting with Applicants who have been approved to receive assistance to review roles and responsibilities, review and sign the lease agreement, review the Housing Policy, and other housekeeping matters.

8.4.4 The Housing Department will allocate any Units that become available through the fiscal year according to the Applicant priority list set out by the Housing Committee each year.

8.4.5 Should the successful Applicant refuse the available Unit:

- 8.4.5.1.1.1 Due to location preference, cosmetics, or unjustifiable means: The next candidate on the list will be offered the Unit. Application for housing will be withdrawn and the Applicant will have to re-apply.
- 8.4.5.1.1.2 Due to the size of the Unit (too big or too small): the Housing & Public Works Director will counsel the Applicant with options. At the discretion of the Housing Committee, alternate arrangements may be made such as temporary possession until a suitable Unit can be located, or offer unit to a better suited situation to free up a smaller or larger Unit.

9. Home Ownership

Within this section, Privately Owned Homes mean: a house having been built or purchased by a Band Member by their own means where the Band Member has an active land lease as per the Land Code of Yellow Quill First Nation and the Band Member is financially responsible for all aspects of the home, maintenance and responsibilities of said home.

9.1 Private Financing:

When a Band Member can afford to build or purchase their own home, the Band Council will encourage home ownership by providing the rights to a building lot (with the Band retaining land title as per the *Land Code* (September 09, 2015) providing the following conditions are satisfied:

- An application for Home Ownership has been submitted to the Housing Committee with the following required documentation:
 - i. Land Lease documentation;
 - ii. The Land Lease contract with Yellow Quill First Nation Lands Department to provide community services such as: Water, Sewer, Snow Removal, Garbage Removal and Fire Protection Services'
 - iii. Financial Documentation showing evidence of financial ability;
 - iv. A Ministerial Loan Guarantee (MLG) from ISC (only required if a mortgage is held);
 - v. Proof of insurance on the house and contents with subsequent waiver that demonstrates this. Proof of insurance is to be provided to the Housing Department annually;
 - vi. Building Plans approved by a Certified Engineer.
- The cost of linking the home to a community road, sewer and water services will be reviewed and negotiated on a case-by-case basis by Housing Committee;
- The Band Member provides evidence of secured sufficient funding for the project;
- The Band Member acknowledges in a written contract that should they default on the mortgage (if applicable), or other circumstances result in the Band Member having to vacate the property, Yellow Quill First Nation retains all property rights, including possession of the house and any debt related to the purchase of the house;
- The house does not put undue pressure on public infrastructure;
- The house plan is viable, meets or exceeds the National Building Code and will result in a final product. The Housing Committee shall approve of plans or any homes being brought onto Yellow Quill First Nation. The plans are also to be provided to local authority for review prior to any construction;

- Any new construction shall be inspected at mandatory stages by a certified building official. Any revisions, deficiencies or alterations due to inspections will be owner's responsibility and cost;
- The design and location are suitable for the community;
- The investment represents a good opportunity to increase affordable housing in the community; and,
- The Band Member acknowledges that maintenance and repairs to the home are their responsibility and not available from the Housing Department unless a contract for service is entered into.

10. Tenant and Occupant Orientation

Band Members approved to receive housing assistance shall be counselled by a representative of the Housing Department as follows:

10.1 Before occupancy of the Unit to:

- Review the program including an explanation of any payment responsibilities;
- Review and provide a copy of the Housing Policy;
- Explanation of the Lease Agreement, where applicable, and any related laws or bylaws;
- Explanation of Yellow Quill First Nation's maintenance and/or repair responsibilities, and
- Explanation of the tenant/occupants' maintenance and/or repair responsibilities.

10.2 At occupancy of the Unit to:

- Review operation of mechanical systems'
- Review Tenant or Occupant maintenance responsibilities, as outlined in Appendix K;
- At any time during occupancy to discuss concerns or issues as they may arise at the request of either the Tenant or Occupant or the Housing Department or Housing Committee.

10.2.1 A written report of each counselling visit shall be maintained on file (Appendix "" tenant counselling template to be developed). Check list and referral forms.

10.2.2 The Housing Department may from time to time provide workshops to assist Tenants or Occupants with home maintenance or budgeting assistance.

11. New Construction – Unit Site, Design and Construction Standards

- 11.1 New houses and houses relocated to a subdivision shall be situated on designated residential lots, within the existing subdivision accordance with the *Yellow Quill First Nation Land Management Law* (September 09, 2015).
- 11.2 Units will be located to take maximum advantage of existing infrastructure such as sewer and water, streets and roads and not more than 1,000 feet from existing power lines. Tenants or Occupants wishing to locate new Units farther or differently than location chosen by the Housing Department will be at the discretion of the Housing Committee to accept or deny and any additional costs would be the responsibility of the Occupant or Tenant.

- 11.3 After looking at the budgets available and after subtracting the tender prices for materials, electrical, plumbing and heating, sewer and water, and applicable costs, the Housing Director shall determine the amount of money available for construction of each Unit.
- 11.4 The Housing Department is responsible to issue a tender call for new construction and this shall include:
 - I. The fixed per Unit price;
 - II. Process for change orders and/or approvals;
 - III. Tender submission and close date deadlines;
 - IV. Construction schedule;
 - V. The fact that each contractor must hire his or her own crew; and
 - VI. A payment schedule.
- 11.5 Contractors and employees must pass a CPIC Vulnerable Sector.
- 11.6 Bids received after the tender close date will not be accepted.
- 11.7 Responses to the tender call shall be submitted to the Housing Director who will provide information to the Housing Committee for review.
- 11.8 The Housing Committee shall make the final decision on awarding contracts for housing construction. In all cases local contractors are to be given priority.
- 11.9 Individual contracts for new construction shall be signed between the First Nation and the contractor.
- 11.10 Construction standards shall be in accordance with the latest version of the National Building Code of Canada.
- 11.11 Technical support for inspections will be provided by local authority or certified building officials as selected by the Housing Committee.
- 11.12 Occupancy of newly constructed Units and renovations shall be at the discretion of the Housing Committee.

12. Recycling of an Existing Housing Unit

When a Band Member who occupies an existing home on the reserve is approved to move into another new or existing Unit, the Tenant shall sign a release form and the previous house is automatically returned to the Band who shall provide the Unit to another eligible Band Member.

- 12.1 The Housing Department will be responsible to initiate an inspection with a qualified building official to determine the state of the Unit.
 - 12.1.1 Beyond repair: Should the inspection determine that the Unit is beyond repair, the Housing & Public Works Director will make recommendations to the Housing Committee to condemn the Unit (See section 13 – Condemned Units).

- 12.1.2 Repairable: Should the inspection determine that the Unit is able to be repaired, a report detailing costs will be submitted to the Housing Committee for recommendations.

13. Condemned Unit

The Housing Committee, upon review of inspection reports provided by the Housing Director, and in consultation with a qualified building official or health inspector, may condemn any Unit that does not meet health and safety standards and/or is beyond repair.

- 13.1 Health and Safety Standards – a Unit may be deemed uninhabitable due to health and safety reasons under the following conditions:
- 13.1.1 Mold – a large amount of mold that cannot be remediated within available budgets;
 - 13.1.2 Infestation – infestation of insects, rodents or other that may affect the health and safety of the Occupants or Tenants. And where remediation of the affected Unit (including renovation) exceeds available budgets;
 - 13.1.3 Any other related instances that deem a Unit uninhabitable due to health and or safety reasons
- 13.2 Structural Failure – a major structural failure that cannot be repaired within available budgets (i.e.: cracked foundation, deteriorating beams, etc.) then the Unit will be deemed condemned.
- 13.3 Beyond repair – Should the inspection report determine that the Unit repair costs would exceed seventy-thousand dollars (\$70,000.00) then the Unit will be deemed condemned.

If a Unit is deemed beyond repair and uninhabitable, the Band will arrange for and pay for the Unit to be secured and then demolished or dismantled within ninety (90) days.

14. Lease Agreement – CMHC Section 95 Subsidized Units & Band Units

The lease agreement is a contract that has been drafted to protect the Unit, the Occupant, and the First Nation. The lease agreement sets out the Occupant's obligations and the obligations of the First Nation. A copy of a draft lease agreement with substantially all the terms and conditions is included in "Appendix D".

- 14.1 Lease agreements are prepared to reflect current applicable rules and regulations, as well as goals set out by the First Nation as demonstrated in this Housing Policy;
- 14.2 Lease agreements shall be provided for all Yellow Quill Housing including Section 95 and Band-owned Units;
- 14.3 The Housing & Public Works Director will complete an in-person meeting with the Occupant to explain the aspects of the Housing program and the lease agreement. The Housing Department shall review all rules imposed on Tenants, charges payable by Tenants and consequences for breach of the lease agreement. A record of this meeting shall be made and retained on the Tenant file.
- 14.4 Two (2) copies of the lease agreement shall be signed by the Housing & Public Works Director and the Tenant or Occupant(s) prior to occupancy of the Unit by the Tenant or Occupant(s). One copy of the

agreement shall be kept by the Housing Department; the second copy shall be provided to the Tenant or Occupant no later than twenty-one (21) days after it was entered into.

- 14.5 The lease agreement shall be renewed on an annual basis and Unit inspections by the Housing Department shall be conducted. Should a notice for Maintenance Service Fees increase occur within that year, the lease shall be renewed to reflect the increase.

14.5.1 Maintenance Service Fee for Band and CMHC Section 95 Units increase: amounts may increase once in a twelve-month period, based on CMHC Section 95 amounts.

- 14.6 Subject to Yellow Quill First Nation laws and applicable rules and regulations, each lease agreement shall describe the Tenant's responsibility for payments, regular Unit maintenance, snow removal, utility payments, etc.

- 14.7 The lease agreement is administered in accordance with the terms outlined in the lease agreement, Housing Policy and the applicable rules and regulations.

15. Maintenance Service Fees

Occupants and Tenants in the CMHC subsidized and the Band-owned Units are expected to contribute toward the cost of housing and maintenance. Tenants occupying CMHC subsidized units are required to pay a Maintenance Service Fee according to the terms of their lease agreement and this Policy. Occupants who occupy Band-owned Units are required to pay a Maintenance Service Fee according to their lease agreement and this Policy.

- 15.1 All Occupants and Tenants occupying new and existing houses constructed and administered as Yellow Quill housing Units shall pay a Maintenance Service Fee.
- 15.2 Individuals who are eligible for income assistance may receive a shelter enhancement allowance towards the cost of their housing under the universal shelter allowance program.
- 15.3 Maintenance Service Fee amounts are subject to change at the discretion of the Housing Committee upon annual review. Refer to Appendix "E" for details on how these levels are determined.
- 15.4 Payments are due to be paid in full to the Band on the first Business Day of each month.
- 15.5 The Housing Department must give the Tenant or Occupant written notice of payment increases at least twelve (12) months prior to the effective date of the increase.
- 15.6 All charges for utilities including electricity, heat, telephone or other services are the responsibility of the Tenant or Occupant unless otherwise indicated in the lease agreement.
- 15.7 The Housing Department may decide to offer recognition to the Tenant or Occupant who makes their payments on time, as agreed, and shall be determined by the Housing Committee.
- 15.8 The Housing Department shall, on an annual basis, provide all Tenants and Occupants with a written statement of account confirming payment received and/or payable for the previous calendar year.

16. Default of Maintenance Service Fees

The requirement to make Maintenance Service Fee payments, default procedures and consequences for non-payment will have been explained to each Tenant or Occupant at the time of the interview with the Housing Committee (Section 8.4.1). The Tenant's or Occupant's file shall include dated documentation on all attempts made by the Housing Department to contact the Tenant or Occupant. Default policies will be enforced immediately after one payment has been missed, as follows:

- 16.1 Payment of Maintenance Service Fee's are due on the first working day of the month. A first notice giving a deadline of the 15th of the month will be sent to the Tenant or Occupant on the third Business Day after the payment was missed. The Tenant or Occupant will have the opportunity at this time to pay the outstanding Maintenance Service Fee in full or make an appointment with the Housing Department to discuss repayment of the arrears.
- 16.2 Both the Tenant or Occupant and the Housing Department must agree to all repayment agreements, in writing. The repayment agreement will include the amount of each repayment instalment and the date the payment is due. If the Tenant/Occupant fails to honour the repayment agreement, the default policy for non-payment of rental payments will be enforced immediately after an arrears payment is not made as agreed.
- 16.3 If, after the 15th day of the month, no payment has been received a second written notice will be sent. This notice will request a meeting between the Tenant or Occupant and the Housing Department to discuss the situation and to make arrangements for the repayment of arrears. The notice will include a warning of consequences for non-payment and a second opportunity to either pay the arrears in full by the 20th of the month, or to enter into a late repayment agreement. The Housing Department will also make every effort to contact the Tenant or Occupant by telephone to discuss arrears.
- 16.4 If the Tenant or Occupant fails to pay the arrears in full by the last day of the month, the following actions for non-payment of Maintenance Service Fees will be taken immediately:
 - i. A 24–72-hour notice of eviction will be issued at the discretion of the Housing Committee. Non-payment of Maintenance-Service Fee will be considered a breach of the lease agreement and will result in immediate action to vacate the premises. If necessary, the First Nation may take legal action to remove the Tenant or Occupant.
 - ii. The Housing Department may forward arrears claims for collection to the appropriate department.
 - iii. Arrears and eviction may affect future applications of any Yellow Quill First Nation housing programs and services.

17. Eviction/Termination of Occupancy

As the Section 95 and the Band-owned Units are the responsibility of the First Nation, in order to protect the public interest, the First Nation reserves the right to evict the Tenant or Occupant.

- 17.1 Eviction and or termination of occupancy action will be taken as a last resort in cases where the Tenant or Occupant has failed to resolve the issue.

- 17.2 For Units where the Tenant or Occupant has signed a lease agreement, breach of the lease agreement is grounds for eviction.
- 17.3 For Section 95 Unit and Band Units, the following are grounds for eviction:
- a) Failure to make a payment without entering into a repayment agreement;
 - b) Continuous damage to the house;
 - c) Abandonment of the house;
 - d) Conviction for criminal activities within the house. Engages in any activity deemed inappropriate by the Band, such as, but not limited to, selling or trafficking in drugs of any sort or having excessive and or loud house parties, to which there is sufficient documentation and written evidence;
 - e) Band Members occupying a vacant house without the Housing Committee's approval; and
 - f) Pet – Refer to Animal Control Bylaw May 29, 2017.
- 17.4 Prior to taking action, the Housing Department will ensure that Tenant or Occupant counselling has been attempted to reinforce the consequences of failure to resolve the situation.
- 17.5 Where eviction or termination of occupancy has been identified as the only solution, such action will proceed in accordance with the Housing Policy.
- 17.6 If the Tenant or Occupant does not vacate the Unit at the required date defined in the termination of lease agreement or other notice, the First Nation may use authorities or take legal action to remove the Tenant or Occupant.
- 17.7 Persons occupying a house without the permission of the Housing Committee and Housing Department will be evicted with twenty-four (24) hours notice.
- 17.8 Authorities may be contacted to assist with the eviction.
- 17.9 All related documentation will be kept on Tenant or Occupant file.

18. Insurance

- 18.1 The Band will insure Section 95 and Band-owned Units premises against damage caused by fire and for general liability and replacement cost coverage.
- 18.2 All Tenants and Occupants are responsible to obtain insurance to cover personal belongings. This cost is the responsibility of the Tenant or Occupant. Neither the First Nation nor the Housing Department is responsible for the personal belongings of the Tenants or Occupants.

19. Maintenance and Repairs

- 19.1 Yellow Quill First Nation Responsibilities – Section 95 Subsidized Units and Band-owned Units

- 19.1.1 The First Nation, through the Housing Department, is responsible to plan and maintain Band and Section 95 Units in a good state of repair, to carry out preventative repairs and maintenance and to comply with health and safety standards to extend the useful life of the Unit. Maintenance and repair activity is dependent on funding availability and will only be carried out to the maximum amount allocated in the Yellow Quill First Nation budgeting process.
- 19.1.2 The Housing Department is responsible for major repairs or repairs arising from normal wear and tear.
- 19.1.3 The Housing Department is responsible for repairs related to building structure, whether deemed to be major or minor, heating, electrical, water or a major deficiency not attributed to or caused willfully or negligently, by the Tenant(s) or Occupant(s), or their guests.
- 19.1.4 The Housing Department is responsible for repairs and maintenance to major appliances provided in the lease agreement, except where outlined in the lease agreement (i.e., fridge, stove, hot water tank, water pump, furnaces, etc.). Appliances shall not be removed from Unit by Tenants or Occupants.
- 19.1.5 The Housing Department will keep a record of all maintenance and repairs carried out on the Section 95 and Band-owned Units including response time, reason for the repairs, repair items and costs.
- 19.1.6 The Housing Department will be responsible to provide information, workshops, and awareness on housing maintenance issues. Such information/workshop notices will be posted at all public institutions.
- 19.2 Tenant and Occupant Responsibilities – Section 95 Subsidized Unit & Band-Owned Units
 - 19.2.1 Tenants and Occupants are responsible for the general maintenance, repairs and replacements outlined in the lease agreement.
 - 19.2.2 Tenants and Occupants are required to keep their Unit and surrounding area clean, tall grass cut back from all sides of Unit, free of garbage and derelict vehicles, waste, clutter, and health and safety hazards.
 - 19.2.3 Tenants and Occupants are responsible for the cost of all repairs required due to negligence, vandalism, Tenant or Occupant damage, or damages caused by their guests. A schedule of specific Tenant and Occupant responsibilities will be attached to the lease agreement.
 - 19.2.4 Tenants and Occupants are responsible to immediately report to the Housing Department any accident, break, or defect in water, sewer, heating or electrical systems or any other issues that create risk to infrastructure.
 - 19.2.5 Tenants and Occupants are not permitted to make any alterations, additions or improvements to the Unit without prior approval from the Housing Committee. If any such alterations, additions, or improvements are made, it will be the responsibility of the Tenant or Occupant to return the Unit to its original condition prior to vacating and at no cost to the

Housing Department. Alterations without approval may be considered a breach of the lease agreement.

- 19.2.6 Minor repairs and cosmetic maintenance, such as, but not limited to painting and drywall repair are permitted and encouraged. If materials or budget is available, paint and supplies may be provided to the Tenant or Occupant upon request and approval.

19.3 Maintenance Requests – Section 95 Units & Band-Owned Units

- 19.3.1 Tenants and Occupants requesting maintenance must complete a Maintenance Request Form provided by the Housing Department. Completed forms will be accepted only by the Housing Department. Not all maintenance requests will be acted upon. Approval is dependent on budget availability and priority and may require the approval of the Housing Committee.
- 19.3.2 If the maintenance request is urgent, or poses a health and safety risk, the Tenant or Occupant should contact the Housing Department immediately.

19.4 Emergency Repairs

- 19.4.1 Emergency repairs are repairs that are urgent and necessary for the health and safety of the Tenant or Occupant or required to preserve the Unit. Such repairs include but are not limited to:
- Major leaks in the plumbing lines or roof;
 - Flooding or sewer back-up;
 - Broken windows;
 - Damaged or blocked water or sewer pipes or plumbing fixtures;
 - Electrical malfunctions;
 - Non-functioning central or primary heating system;
 - Defective locks that give access to the Unit; and
 - Such other related emergencies.
- 19.4.2 The Housing Department will post and maintain in a conspicuous place on the Unit the name of the person who will respond for the Housing Department in an emergency or after hours and the telephone number at which that person can be reached if emergency repairs are necessary.
- 19.4.3 The Tenant or Occupant shall contact the Housing Department as soon as possible of noticing the need for the emergency repairs.
- 19.4.4 If emergency repairs are not made within a reasonable time after a Tenant or Occupant has made a reasonable effort to contact the person at the telephone number referred to in section 19.4.2, the Tenant or Occupant may have the repairs made themselves, but the Housing Department may take over completion of those repairs at any stage.

19.4.5 The Housing Department may under the following circumstances, invoice the Tenant or Occupant for:

- i. Repairs for which the Tenant or Occupant failed to notify the Housing Department within a reasonable time as noted in 19.4.3;
- ii. For emergency repairs the need for which arises primarily from the actions or neglect of the Tenant or Occupant or their guest(s).

20. Inspections

20.1 All inspection reports shall include:

- The general condition of the Unit and property;
- The date of the inspection;
- Signature of the representative of the Housing Department and the Tenant or Occupant; and
- The condition of each of the following internal and external items:

INTERNAL

- Appliances
- Furnace filters
- Floors
- Walls, Cabinets, Doors
- Plumbing Fixtures
- Electrical and Lighting Fixtures
- Heat Recovery/Ventilation Unit
- Internal Doors
- Fire Safety (smoke detectors)

EXTERNAL

- Roofing
- Siding
- Windows/screens
- Entrance, Porches/stairs
- Eaves troughs
- Chimneys
- Septic Systems
- Decking and/or Fencing
- Yard Area

20.1 Regular/Annual Inspections

All occupied Section 95 and Band-owned Units shall be inspected once annually by the Housing Department at a minimum. The inspection will be carried out to record the condition of the Unit internally and externally. The inspection will identify the need for any eligible repairs or preventative maintenance and to determine any misuse or negligence on the part of the Tenant/Occupant. Inspection records of each Unit will be kept on file with the Housing Department. A copy of the Unit condition report is included in "Appendix F".

20.2 Vacant Unit Inspection

20.2.1 All vacant Units shall be inspected by the Housing Department prior to being occupied by a new Tenant or Occupant (move-in inspection – Section 20.3). A written inspection report along with photos shall be completed confirming any deficiencies and attached to the Tenant or Occupant file for that Unit. The Housing Department shall identify repairs resulting from previous Tenant or Occupant damage.

20.2.2 All vacant Units will be inspected following receipt of a notice to vacate provided by either the Housing Department or by the Tenant or Occupant (move-out inspection - Section 20.4).

20.2.3 Any Unit left vacant (between Tenants or Occupants) for a period of fourteen (14) days shall be inspected and considered abandoned and to ensure that vandalism does not take place. During this period the Housing Department will secure the Unit. Any necessary repairs and/or replacements shall be completed after fourteen (14) days from last inspection date.

20.3 Move-In Inspection

20.3.1 A move-in inspection will be completed on the day the Tenant or Occupant is entitled to take possession of the Unit or on another mutually agreed upon day. The Housing Department must offer the Tenant or Occupant at least two (2) opportunities for the inspection.

20.3.2 The move-in inspection will be completed jointly by the Tenant or Occupant and a representative of the Housing Department.

20.3.3 The Housing Department representative will complete a Unit condition report that confirms the condition of the Unit and property. The report must be reviewed and signed off by both the Housing Department representative and the Tenant or Occupant.

20.3.4 The Housing Department shall inspect home one (1) month after of Tenant or Occupant moving into the Unit to ensure compliance with the lease agreement.

20.4 Move-Out Inspection

20.4.1 A move-out inspection will be completed by the Housing Department on or before the date Tenant or Occupant ceases to occupy the Unit, or on another mutually agreed upon date. The Housing Department must offer the Tenant or Occupant at least two (2) opportunities for the inspection.

20.4.2 The Housing Department must complete a Unit condition inspection report, along with photos. Both the Housing Department and Tenant or Occupant must sign the Unit condition inspection report and the Housing Department must give the Tenant a copy of the report.

20.4.3 The Housing Department may make the inspection and complete and sign the condition inspection report without the Tenant or Occupant if the Housing Department has complied with the Housing Policy and the Tenant or Occupant does not participate on either occasion, or the Tenant or Occupant has abandoned the Unit.

20.4.4 Any repairs required to the Unit resulting from damage by the Tenant or Occupant or their guest shall be confirmed in writing to the Tenant or Occupant and cost recovery may be pursued by the Housing Department. Allowances will be made for regular wear and tear as a result of normal use of the property.

21. Contracts for Maintenance and Repairs

21.1 The Housing Department will issue a call for bids with at least two (2) qualified and experienced contractors and or tradesperson for all regular maintenance and repairs that are:

- a) Not being carried out by qualified Band staff; and
 - b) Where costs for labour and materials exceed ten thousand dollars (\$10,000.00).
- 21.2 Calls for bids shall be in writing and shall contain a scope of work, plans if required, process for change orders and a schedule stating the start and completion of the work. The call for bids will include the deadline for the bid to be received by the Housing Department and bids received after the deadline date will not be considered.
- 21.3 Bids will be awarded based on costs, warranties, qualifications, experience, servicing, and other related criteria.
- 21.4 The Housing & Public Works Director has the authority to approve contracts for maintenance and repairs up to five thousand dollars (\$5,000.00) alone and up to twenty-five thousand dollars (\$25,000.00), inclusive of labour and materials, with the consultation and approval by Yellow Quill First Nation's Director of Operations per project. Contracts with cost greater than twenty-five thousand dollars (\$25,000.00) shall be approved by the Chief and Council. All contracts pending and awarded shall be included in the monthly housing activity report.
- 21.5 All work carried out by contractors or tradespersons shall be completed in accordance with their contract, Yellow Quill First Nation laws and requirements and shall meet the minimum current National Building Code of Canada requirements as confirmed by a qualified Building Official or the Housing Director.
- 21.6 Calls for bids and contract award documentation along with warranties, inspections etc. shall be kept on each Unit file for at least five (5) years after the work is completed.

22. Renovations – Band-Owned Units

The purpose of the renovation program is to provide funding to eligible Band Members of Band-owned Units to complete renovations to Housing Units on the First Nation.

22.1 Eligibility Criteria

- 22.1.1 The renovation program is dependent on funding availability and will only be issued to the amount allocated in the First Nation budgeting process;
- 22.1.2 The renovation program is available as determined by the Housing Committee;
- 22.1.3 Applicants must be eighteen (18) years of age or older;
- 22.1.4 Applicants must be a Band Member of the First Nation;
- 22.1.5 Applicants must complete an application for assistance (refer to "Appendix "B'"); and
- 22.1.6 Applicants cannot be in arrears on any payments or Maintenance Service Fees to the First Nation.

22.2 Application Process

- 22.2.1 Applications must be submitted to the Housing Department by January 31 for consideration for the following fiscal year.
- 22.2.2 The Housing Department will review current applications and forward applications to the Housing Committee to recommend consideration according to a Point Rating System and target priorities for the year.
- 22.2.3 The Housing Committee will review and approve applications for housing programs and services.
- 22.2.4 The Housing Department will keep a written record of its consideration of applications and the reasons for selecting or rejecting Applicants.
- 22.2.5 All renovation applications will be kept on file for a maximum period of one (1) year from the date which they were submitted and kept on an electronic database.

22.3 Eligible Units and Renovation Work

- 22.3.1 Units must meet the minimum requirements of the current National Building Code of Canada at the time of application or demonstrate that necessary renovations will bring the Unit to this level.
- 22.3.2 Units where house construction has ceased, and the Unit is incomplete shall not be eligible for renovation assistance.
- 22.3.3 The renovation program is available as determined by the Housing Committee.
- 22.3.4 A renovation plan which includes an estimated budget will be reviewed by the Housing Committee. Should the Tenant or Occupant request upgraded materials or renovations, they must pay for the excess cost of the renovation. The Housing Committee may request evidence of available funds. The Tenant or Occupant must provide payment prior to beginning renovation or a signed payment plan in place and approved through the Housing Committee.

22.4 Selection Criteria

- 22.4.1 Selection criteria will be applied in order to select Applicants on the basis of relative merit and in accordance with the First Nation's housing goals, priorities and the approved Housing Policy. As part of the application review, the Housing Department will review the application against the Point-Rating System (refer to "Appendix D").
- 22.4.2 The priorities for renovation funding are as follows:
 - a) Families requesting an addition and or renovation to alleviate overcrowding (as defined by the National Occupancy Standards);
 - b) Repairs to sewer, water, heating or structure;
 - c) If the house has not been approved through an application for assistance in the last fifteen (15) years;

- d) If the Unit jeopardizes the health and safety of the Tenant or Occupant.; and
- e) Any other related priorities as deemed by the Housing Committee.

23. Renovation Contracts

The Housing and Public Works Director is responsible to:

23.1 Tender for repair work and supplies

- 23.1.1 Sign contracts for repair and work supplies under five thousand dollars (\$5000.00). If a contract total exceeds five thousand dollars (\$5000.00) but remains lower than twenty-five thousand dollars (\$25,000.00), the Housing and Public Works Director is responsible to present the contract to the Director of Operations for approval. Contracts that exceed twenty-five thousand dollars (\$25,000.00) must be approved by the Chief and Council.
- 23.1.2 The Housing Department will issue a call for bids with at least two (2) qualified and experienced contractors or tradesperson for all renovations where:
 - a) The renovation is not being carried out by qualified Band staff and
 - b) Where costs for labour and materials exceed ten thousand dollars (\$10,000.00).
- 23.1.3 Calls for bids shall be in writing and shall contain a scope of work, process for change orders, plans if required and a schedule stating the start and completion of the work. The call for bids will include the deadline for the bid to be received by the Housing Department and bids received after the deadline date will not be considered.
- 23.1.4 Bids will be awarded based on costs, warranties, qualifications, experience, servicing, and other related criteria.

23.2 Renovation Time Frames

- 23.2.1 Start of renovation work – Approvals will be cancelled if work has not started within one (1) month of the contract schedule start date.
- 23.2.2 Completion of renovation work – All work must be completed within the time period stated in the contract. Failure to do so will result in the cancellation of the contract. Cancellation of contracts shall be at the discretion of the Housing Committee. Any funds advanced may be required to be repaid in full, in accordance with the terms of the contract.

23.3 Changes to Approved Renovation Work

- 23.3.1 All changes to the work description or cost estimates must be approved, in advance and a Yellow Quill change order form submitted for review and approval by the Housing Director for costs up to five thousand dollars (\$5000.00) and up to twenty-five thousand dollars (\$25,000.00) with consultation with the First Nation Director of Operations. Any change

order costs in excess of twenty-five thousand dollars (\$25,000.00) would require approval by the Housing Committee. Failure to do so will result in the repair costs not being included as part of the renovation and would be the contractor's responsibility.

- 23.3.2 A request to revise the work description or cost estimates must be submitted in writing to the Housing Department and must include a revised work description and revised cost estimates.
- 23.3.3 The revised renovation work must meet program eligibility requirements, be within the maximum amount of program assistance and evidence provided that a minimum of two (2) bids were obtained for the revised renovation work.
- 23.3.4 For changes totaling more than five thousand dollars (\$5000.00) but less than twenty-five thousand dollars (\$25,000.00), the Housing and Public Works Director will forward the request for approval to the Director of Operations. Changes totaling more than twenty-five thousand dollars (\$25,000.00) shall be submitted in writing by the Housing Committee to Chief and Council for approval.

23.4 Renovation Standards

- 23.4.1 Renovations must be performed in accordance with most current National Building Code of Canada standards.

23.5 Renovation Inspections

- 23.5.1 The Housing and Public Works Director is responsible to schedule progress inspections on renovations including:
 - a) At the time The Scope of Work has been defined,
 - b) When progress reaches approximately fifty percent (50%) completed; and,
 - c) When the renovation is complete.
- 23.5.2 Contractors will be responsible to notify the Housing Department that work has been completed and the Housing and Public Works Director will request for inspection.
- 23.5.3 The Housing Department will arrange for an inspection of the work completed for any contract payments.
- 23.5.4 Inspections of work completed will be required prior to release of any renovation program funds.
- 23.5.5 Reports or certificates from other authorities having jurisdiction (i.e., Certified electrician) may also be accepted as confirmation that the work has been completed according to the National Building Code of Canada.

23.6 Release of Contract Funds

- 23.6.1 Payments to the contractor will not be released until the scheduled inspections have been completed by a qualified inspector and or inspection by the Housing and Public Works Director have been completed.
- 23.6.2 The Housing Department will maintain a ten percent (10%) holdback until approved by the Housing and Public Works Director or receipt of a final inspection report verifying that the work has been completed according to contract, plans, specifications and code. Cheques will be issued to contractors upon receipt of an invoice.

23.7 Renovation Materials

- 23.7.1 Band Members who sell renovation materials that have been paid for by the First Nation or any of their entities may face criminal charges and will not be eligible for any further renovation funding.
- 23.7.2 The Housing Department will purchase materials from available suppliers at the lowest rate possible.

24. Access to Units

Lease agreements provide for the Housing Department to enter Band-owned Units and Section 95 Units at all reasonable times to inspect the Unit.

- 24.1 The Housing Department will not enter a housing Unit unless:
 - i. An emergency exists;
 - ii. The Tenant or Occupant is notified by the Housing Department at least twenty-four (24) hours prior to entry and a reason is provided for entrance;
 - iii. Prior to the Tenant or Occupant gaining possession of the Unit, the Housing Coordinator will take photos of the Unit and complete a move-in inspection one (1) month after the Tenant or Occupant moves into the Unit and a move-out inspection when vacating the Unit;
 - iv. The Housing Department has reasonable grounds to believe that a Tenant or Occupant has abandoned the Unit; or
 - v. The Housing Department has given written notice of entry for a reasonable purpose not more than seventy-two (72) hours and not less than twenty-four (24) hours before the time of entry.
- 24.2 In cases of emergency, the Housing Department representative may enter the Unit at any time but is to be accompanied wherever possible by a witness, such as a member of the Housing Committee or Band administration, emergency responder, healthcare professional, or any other witness chosen by the Housing Department.

25. Tenant and Occupant Damage

- 25.1 Tenants and Occupants are responsible to immediately report any or all damages or vandalism to their Unit or any other Units to the Housing Department.
- 25.2 Negligence or misuse of the Unit by the Tenant or Occupant and or their family or guests resulting in damage that requires repairs will result in action by the Housing Department as follows:
- i. The Housing Department may file a report of damages to the local police or RCMP detachment;
 - ii. Tenant or Occupant maybe ordered to attend counselling;
 - iii. Tenants or Occupants may be ordered to attend related workshops or other house maintenance training;
 - iv. Written notice of infraction or breach of lease agreement;
 - v. Cost recovery;
 - vi. Or any other action deemed necessary by the Housing Department.
- 25.3 All instances of damages will be recorded in the Tenant's or Occupant's file and remain on record indefinitely.
- 25.4 In the event of a break-in:
- i. Tenants and Occupants shall report damages to RCMP. The First Nation and their related entities will make best efforts to have the vandals pay restitution for damages;
 - ii. Tenants and Occupants shall report the incident and provide the RCMP file /number to the Housing Department when submitting a maintenance request Refer to Section 19.3 Maintenance Requests.

26. Vacated and Abandoned Units

- 26.1 Units shall not be left vacant for more than seven (7) days between the periods of October 1 to March 31 and fourteen (14) days during April 1 to September 30. It will be the responsibility of the Tenant or Occupant to ensure the interior and exterior of the Unit is checked daily during their absence.
- 26.2 The Housing Coordinator must inform the Tenant or Occupant when and why they are going to shut off the power.
- 26.3 Tenants and Occupants are required to inform the Housing Department if the house will be unsupervised for more than three (3) consecutive days.
- 26.4 Where any Unit is vacated or abandoned for more than twenty-one (21) days without notice to the Housing Department, the Band may take action necessary to secure the Unit. If required, the Housing Department can prevent vandalism and other hazards by boarding up the doors and windows. If this is done, the Tenant or Occupant may be charged for the related costs to secure the Unit or any damages incurred while away. Any belongings left in or around the Unit will be removed and disposed of at the discretion of the Housing Committee. Any losses to the Band incurred as a result of

abandoned Units may be billed to the Tenant or Occupant and a record of these costs will remain on file indefinitely. The Band is not responsible for any abandoned items.

- 26.5 Tenants or Occupants who vacate the Unit on a temporary basis will continue to be responsible for the payment of Maintenance Service Fees. For the purposes of this clause, a period of one (1) year and less will be considered a temporary absence.
- 26.6 Tenants or Occupants who leave their Unit to attend educational programs shall provide documentation including length of leave, verification of acceptance to educational institute and verification of funding and may make arrangements for another Yellow Quill First Nation Band Member to live in their house, **subject to approval and annual review by the Housing Committee.** A sub-lease agreement will be signed to ensure that the original Tenant or Occupant will be able to return to their house when they return to the First Nation. In these cases, the sub-lessor is responsible for the monthly Maintenance Service Fee payments and for any damages incurred during the period of time it is loaned to another individual.
- 26.7 Tenants or Occupants who are leaving the First Nation for periods of more than two (2) months but not more than one (1) year may make arrangements for another Yellow Quill First Nation Band Member to live in their house, **subject to approval and annual review by the Housing Committee.** A sub-lease agreement will be signed to ensure that the original Tenant or Occupant will be able to return to their house when they return to the First Nation. In these cases, the sub-lessor is responsible for the monthly Maintenance Service Fee payments and for any damages incurred during the period of time it is loaned to another individual.
- 26.8 Tenants or Occupants who are leaving the First Nation for medical reasons will be reviewed by the Housing Committee on a month-to-month basis.

Matrimonial Rights

- 26.9 Matrimonial Rights to a Unit will be built into the lease agreement and agreed upon and signed by the Tenant or Occupant. If single Tenants or Occupants are incarcerated longer than thirty (30) days, the Unit will automatically be surrendered back to the Band.
- (i) In the event the incarcerated individual has a spouse or dependent(s) who are Band Members of the First Nation, the Housing Committee shall meet with the spouse or dependent(s) to draw up an Interim sub-lease agreement until the return of the resident.
- 26.10 For Tenants or Occupants who are unable to make arrangements as noted in 26.6, 26.7 and 26.8, 26.9, if the Unit is surrendered to the Housing Department in good condition, the Tenant or Occupant may be eligible for housing assistance if and when they return to the community.
- (i) If possible, the Housing Department will make all efforts to return the Tenant or Occupant the surrendered Unit.

27. Subletting

- 27.1 The Tenants or Occupants have no authority to authorize other Band Members to move into the Unit and no right to lease or sublet the Units, unless the Housing Committee consents to the subleasing agreement in writing.

- 27.2 The Housing Committee may from time to time, approve arrangements for sub-leasing in the event a Tenant or Occupant must leave the First Nation for an extended period (Section 26.6, 26.7, 26.8, 26.9).

28. Death of a Tenant or Occupant

- 28.1 All decisions regarding Units, in cases of the death of a Band Member, will be made at the discretion of the Housing Committee.
- 28.2 As Band Members do not own the Unit, they cannot dispose of the Unit or grant their right of occupancy to any other family member. Upon the death of a Tenant or Occupant, the Housing Department will meet with immediate family members of the Tenant or Occupant and determine if the immediate families are able to assume the Unit and all related obligations.

29. Transfer of Ownership

- 29.1 Only those persons who have built their house as outlined in Section 9: Home Ownership may transfer possession to another individual. This may be done after all loans and guarantees have been paid in full. After such time, a certificate of possession or land lease will be issued to the individual by the Band at the discretion of the Housing Committee. Transfer of ownership will be covered under the Matrimonial property law as ratified and approved by the First Nation.

30. Interpretation

- 30.1 In this Housing Policy and in all other Yellow Quill First Nation policies hereafter passed, unless the context otherwise requires, words importing the singular number or the masculine gender shall include the plural number and the feminine gender, as the case may be, and vice versa, and references to persons shall include partnerships, firms and corporations.

31. Appeals Process

Process

- 31.1 The scope of the Appeals Committee decision making authority is limited to whether appropriate procedures and considerations were followed or made appropriately relating to any decisions made under this Housing Policy.
- 31.2 Any appeals by Tenants or Occupants, Applicants or Band Members may be made to the Housing Committee. Appeals must be made within ten (10) days of receiving notice of a Housing Committee or Council decision. The following steps must be followed:
- (i) Applicants/Tenants/Occupants appealing a decision must provide a written appeal within ten (10) days of receiving written notice. The appeal must clearly identify the reason for appeal under this Housing Policy;

- (ii) The chairperson of the Housing Committee will establish an Appeals Committee in accordance with section 31, and arrange for a meeting within (10) days of receiving the written appeal, in order to review the appeal;
- (iii) The appeal will be reviewed by the Appeals Committee, and the decision of the Appeals Committee will be final and binding. The Appeals Committee reserves the right to attach conditions to any decisions made by it;
- (iv) The Applicant/Tenant/Occupant will be notified in writing of the Appeal Committee's decision within ten (10) days after the appeal is reviewed; and
- (v) The Appeals Committee, in consultation with Council, may define a more specific appeals procedure, including the composition of the Appeals Committee, for the purposes of determining an issue under this section.

31.3 The Appeal Committee shall consist of the following four (4) participants, who are not in a conflict of interest:

- (i) three (3) neutral, non-conflicted persons, appointed by the Council;
- (ii) one (1) Elder from the First Nation, not currently assigned to the Housing Committee, as a non-voting participant for the purposes of providing guidance to the Appeal Committee.

The Appeals Committee may appoint alternate decision-makers, such as an Arbitrator, or seek guidance as necessary in the event of any conflict in the decision-making process under this section.

32. Effective Date of the Housing Policy

This Housing Policy shall come into force and effect when enacted by the Chief and Council and the Housing Committee of the First Nation and shall remain in force and effect until the next succeeding annual general meeting of the Band Members; and, if confirmed by such meeting, they shall continue in force and effect until otherwise repealed or amended.

All previous policies of the Housing Committee are repealed as of the coming into force of this Housing Policy provided that such repeal shall not affect previous operation of any policies so repealed as of the coming into force of this Housing Policy provided that such repeal shall not affect previous operation of any Policies so repealed of affect the validity of any act done right, privilege, obligation or liability acquired or incurred under the validity of any contract or agreement made pursuant to such Policy prior to its repeal. All officers and persons acting under any Policy shall continue good and valid except to the extent inconsistent with this Housing Policy and until amended or repealed.

The Yellow Quill First Nation Housing Policy

Be it known that this Policy entitled the **Yellow Quill Housing Policy** is hereby

Enacted as number 5 by the majority of the **Yellow Quill First Nation Chief and Council** at a duly convened meeting of the said Chief and Council held on the 19th day of September of 20 22 .

This Housing Policy is consented to by the following members to the Yellow Quill Council.

__Signature on file_____
Chief John Machiskinic

__Signature on file_____
Councillor Tyrone Peeace

__Signature on file_____
Councillor Terry Moose

__Signature on file_____
Councillor Agnes Whitehead

__Signature on file_____
Councillor Kashtin Nashacappo

__Signature on file_____
Councillor Charlene Peequaquat

__Signature on file_____
Councillor Eric Squirrel

__Signature on file_____
Councillor Sarah Machiskinic

Being the majority of those Council Members of the Yellow Quill First Nation present at the aforesaid meeting of the Council. A quorum of the Yellow Quill Council members is five (5) members.

Appendix A
Yellow Quill First Nation Housing Committee
Terms of Reference

A Housing Committee has been established by the Yellow Quill First Nation Chief and Council to oversee all matters related to housing on the First Nation. This Housing Committee has the responsibility for all dwellings owned by the First Nation.

The Chief is an ex-officio member of all committees of Council and is not allowed to vote in the Housing Committee forum.

1) Composition

- 1.1 The Housing Committee shall consist of eight (8) Yellow Quill Band members, (two representatives from Chief and Council and six (6) members from the community. A public posting for not less than one (1) month, posted by the Housing Committee will be listed advertising the position. Two Housing Portfolio (2) Councillors shall be designated to the Housing Committee. The two (2) Councillors shall share duties as the Chairperson and Vice Chairperson on the Housing Committee. No voting privileges shall be granted to the Housing Committee Chairperson, unless in the case of a tie.
- 1.2 The Chief is an ex-officio member of all committees of Council and can attend meetings at his or her discretion, or at the request of the Chairperson. No voting privileges will be granted to the Chief.

2) Eligibility

- 2.1 To be eligible to serve on the Housing Committee a person must:
 - Be a Band Member as defined in the *Indian Act*, Section 9, and paragraph 2.
 - Be at least eighteen (18) years of age.
 - Have been a resident on the reserve for at least six (6) continuous months of the last twelve (12) months.
 - Have a sincere desire to serve the Band Members.
 - Have a good knowledge of the needs of the Band in terms of housing.
 - Not be in arrears or in any lawsuits against or owe debts to the First Nation.
- 2.2 The members shall be selected by postings under the following conditions:
 - Youth group – 1
 - Membership at large – 4
 - Elder group – 1
- 2.3 The names of members selected will be submitted to Chief and Council for information purposes only.
- 2.4 Any members of the Housing Committee who misses more than three (3) regular meetings without justifiable cause will have their position declared vacant and a replacement will be selected at the next Housing Committee meeting.
- 2.5 If any member of the Housing Committee is convicted of an indictable offence their position will be immediately declared vacant and a replacement will be selected at the next housing meeting.

- 2.6 If a member of the Housing Committee resigns or otherwise does not fulfill their term, the vacated position will be selected from a public posting for not less than one (1) month, posted by the Housing Committee.
- 2.7 In the case where a Housing Committee meeting is not held within one (1) month of a vacancy occurring on the Housing Committee, at the request of the Chief and Council, the Portfolio Councillor will appoint a temporary member until such a time as a housing meeting can be held.
- 2.8 If any member of the Housing Committee wishes to run for public office, then they must first seek a leave of absence between nomination and election.

3) Remuneration

Each member of the Housing Committee will receive a per diem of one hundred and fifty dollars (\$150.00) per monthly meeting.

4) Decision Making – Resolution in Writing

- 4.1 Decisions arising at any meeting of the Housing Committee shall be determined by a majority of votes of the Housing Committee other than the Chairman.
- 4.2 In case of equality of votes, one (1) of the Chairman shall have the casting vote.
- 4.3 A quorum of this Committee shall be a majority of active members. A minimum of five (5) members is required.
- 4.4 Once a decision has been reached, members will not speak against the decision outside of the Committee meeting.
- 4.5 A resolution shall be in writing signed by all the Committee members entitled to vote on that resolution at a meeting of the Housing Committee members.
 - a) A copy of every such resolution shall be kept with the minutes of the proceedings of the Housing Committee meeting.

5) Authority of the Housing Committee

The Housing Committee shall:

- 5.1 Be responsible for the development of policy to be submitted to Chief and Council for approval. The Housing Committee shall conduct reviews of the policy and shall draft additional policy as situations arise not covered in this policy for review and approval by the Chief and Council.
- 5.2 Review eligible applications for housing assistance.
- 5.3 Review occupancy of band owned accommodation and make decisions as to who should occupy Band Units as per this Housing Policy.
- 5.4 Support the Housing Department in the enforcement of this policy (ie: Maintenance Service Fees are collected for all Band and CMHC housing).
- 5.5 Determine whether transfer of tenancy and financial responsibility requested by some Occupants is justified and correct under the Housing Policy.
- 5.6 Committee members shall not participate in or be involved with personal politicking or group politicking.

6) Code of Conduct

Committee Members will agree to and sign a copy of the Code of Conduct for the Yellow Quill First Nation Housing Committee:

- 6.1 Respect opposing points of view and work co-operatively towards the common goal of the housing programs and services.
- 6.2 Never divulge official or confidential information, unless authorized to do so by the Housing Committee/Chief and Council.
- 6.3 Will be open-minded and honest with their opinions and respect opinions of others.
- 6.4 Never publicly criticize the policy or decisions made by the Housing Committee.
- 6.5 Work co-operatively with each other to solve problems and support mutual concerns.
- 6.6 Support working toward the achievement of housing goals.
- 6.7 Declare any real or perceived conflict of interest situations.

7) Conflict of Interest

Committee Members will agree to and sign a copy of the Conflict of Interest for the Yellow Quill First Nation Housing Committee:

- 7.1 A conflict of interest may be defined as when a decision made will create a possible gain by a committee member, their immediate family or organization they may represent. Should a Committee member be in a real or perceived conflict of interest, they must declare this conflict of interest and abstain from participating in and from being present during discussions or decisions regarding the related matter.
- 7.2 A Committee member who is party or who is a Director of Office must declare a conflict of interest in discussion and voting circumstances:
 - a) When a relative is the applicant for a loan. (A relative is defined as parents, grandparents, children, grandchildren, brothers and sisters, spouse or common-law spouse, and immediate in-laws.)
 - b) Has a material interest in any person who is a party to a material contract or proposed material contract.
- 7.3 The Housing Committee shall disclose the nature and extent of his interest to the Committee members. Any such contract or proposed contracts shall be referred to the Housing Committee and the affected Committee member shall not vote on any resolution to approve the same.
- 7.4 The disclosure required of the Committee members by this Policy shall be made:
 - a) At a meeting at which the proposed request for assistance or contract is first considered;
 - b) If the Committee member had no interest at the first meeting and then he becomes so interested;
 - c) If the Committee member becomes interested after a request for housing assistance or contract is made at the first meeting after he becomes interested;
 - d) If the person who is interested in a contract later becomes a Committee member at the meeting after he becomes a Committee member and in all respects, he or she shall meet all requirements of the Housing Policy.

8) Oath of Confidentiality

All members of the Housing Committee are required to sign a confidentiality oath upon starting their assignment with the Housing Committee.

9) Meetings

- 9.1 The Housing Committee shall be once a month or as circumstances warrant.
- 9.2 Meetings of the Housing Committee members may be held at the Head Office of the Yellow Quill Band Office or at any other place in Saskatchewan or in Canada.
- 9.3 Meetings of the Housing Committee members may be called by the one of the Chairman and the secretary shall call a meeting when directed to do so by the Chairman.
- 9.4 Except as otherwise provided in the Housing Policy, the Housing Committee or any committee thereof may convene, adjourn or otherwise regulate their meetings as they see fit.
- 9.5 All Housing Committee members shall receive seven (7) days written notice of any and all meetings unless agreed in writing to waive such notice.
- 9.6 Emergency meetings may be called by one of the Chairman without notice in writing due to the urgent nature.
- 9.7 The Housing Committee may, if the quorum of committee members consent, participate in the meeting or committee members by a means of a conference, telephone conversation or any other similar electronic means so as to permit all persons participating in any such meeting by such means shall be deemed to be present at that meeting.
- 9.8 The Housing Committee may appoint the day or days in any month or months for regular meetings at a place then designated or subsequently designated.

10) Responsibilities of Chair and Vice-Chair

- 10.1 The Housing Portfolio Councillors shall serve as the chairperson and vice chairperson at all meetings of Housing Committee on matters of policy and operations of the committee as determined by the committee. The chairperson shall undertake other responsibilities as the committee from time to time.
- 10.2 The Vice-chairperson shall in the absence or disability of the Chairperson, perform duties and exercise the powers of the Chairperson and shall perform such other duties as shall from time to time be imposed upon him or her by the Housing Committee.
- 10.3 The Chairperson is responsible to call meetings of the Housing Committee. They may do so at the request of the Director of Housing and Public Works, a majority of the members, or the Chief and Council. Additional responsibilities include:
 - a) Call the meeting to order when all members or a quorum of members is present.
 - b) Announce the order of business and read the agenda. The order of business will normally be:
 - i. Ensure an Agenda is drafted prior to each meeting.
 - ii. Reading of minutes from last meeting.
 - iii. Approval or amendment of said minutes.
 - iv. Old business.
 - v. New business

- c) Maintain order and be an impartial mediator in the working of the Housing Committee.
- d) Not propose or second motion or resolutions.
- e) Not vote on a motion or resolutions.
- f) Call for motion or resolution unless his or her vote will break a tie.
- g) Ensure that all members of the Housing Committee have an opportunity to debate and discuss a motion.
- h) After substantive debate and discussion, call for a vote in the motion.
- i) Represent and explain the decisions of the Housing Committee to Chief and Council.

11) Standing Committee

- 11.1 The Housing Committee may establish standing committees consisting of any number of committee members that the committee determines, by resolution to be required for a particular committee.
- 11.2 The Housing Committee will appoint a Chairman for each committee or standing committee established by the Housing Committee.
- 11.3 Each standing committee shall meet regularly and make recommendations to the Housing Committee as it may determine.
- 11.4 The time, place, and notice requirements with respect to the meeting of each standing committee shall be at the discretion of the Chairman or each particular standing committee.
- 11.5 All standing committees under the Housing Committee may meet by a conference telephone call or any other similar electronic means of the Chairman of the committee so directs.
- 11.6 Unless otherwise directed by resolution of the Housing Committee, a majority of the Directors appointed to a committee so directs.

12) Protection of Housing Committee Members and Directors

- 12.1 Keeping Committee member on after new elections
- 12.2 Every Director and Officer of the Yellow Quill Housing Committee in exercising his powers and discharging his duties shall act honestly and in good faith with a view to the best interest of the Housing Committee and exercise the care, diligence and skill that a reasonable prudent person would exercise in comparable circumstances. Subject to the foregoing, no committee member or officer shall be liable for the acts, receipts, neglects or defaults of any other committee member or Officer or employee or for joining in any receipt or other act for conformity or any loss, damage or expense happening in the Housing Committee through the insufficiency or deficiency of any security in or upon which any loss, damage arising from bankruptcy, insolvency or tortuous acts of any person with whom any of the monies, securities, or effects of the corporation shall be deposited or for any loss, occasioned by any error of judgement or oversight on his part or for any loss, damage or misfortune whatever which shall happen in the execution of the duties of this office or in relation thereof, provided that nothing herein shall relieve any committee member or officer from the duty to act in accordance with the Housing Policy, the regulations thereof under and by this Terms of Reference or from liability for any breach thereof.
- 12.3 Except in respect of an action by or on behalf of the Housing Committee to procure a judgement in its favour, the Housing Committee shall indemnify a committee member or officer, or a former commission member or Officer, against all costs, charges and expenses, including and amount paid to settle and action or satisfy a judgement reasonable incurred by him in respect or any civil, criminal or

administrative action or proceeding to which he is made a party by reason of having been a Housing committee member of the First Nation, if:

- a) He acted honestly and in good faith with a view to the best interests of the Housing Committee;
and
- b) In the case of a criminal or action or proceeding that is enforced by a monetary penalty, he had a reasonable ground for believing that his conduct was lawful.

Appendix B
Oath of Confidentiality

STANDARD OF CONFIDENTIALITY

- I respect privacy of the people I serve in the community of YELLOW QUILL FIRST NATION. I will use information gained in professional relationships manner.
- Confidential information has been defined as those personal facts or conditions pertaining to the client's life which have been communicated to me for the definite purpose related to the service, she \he is receiving or requesting from the YELLOW QUILL FIRST NATION. It is the client's right and expectation that such information will be respected and safeguarded by the YELLOW QUILL FIRST NATION and all of its personnel; professional, secretarial, clerical, students, board members and volunteers
- I will treat all staff related information, both personal and professional, with the same confidentiality. I will not disclose to, or in, the community, matters relating to the staff or to the Band Office.

I _____ have read and understand the stated policy of confidentiality. I will not disclose any information which comes into my possession through my position with the YELLOW QUILL FIRST NATION, except without due authority.

_____ Signature	_____ Witness
--------------------	------------------

_____ Date	_____ Date
---------------	---------------

Appendix C
Conflict of Interest

(For Yellow Quill Housing Committee Members)

Committee members will agree to and sign a copy of the Conflict of Interest for the First Nation Housing Committee:

- 1.1 A conflict of interest may be defined as when a decision made will create a possible gain by a committee member, their immediate family or organization they may represent. Should a committee member be in a real or perceived conflict of interest, they must declare this conflict of interest and abstain from participating in and from being present during discussions or decisions regarding the related matter.
- 1.2 A committee member who is party or who is a Director or officer must declare a conflict of interest in discussion and voting circumstances:
 - a) When a relative is the Applicant. (A relative is defined as parents, grandparents, children, grandchildren, brothers and sisters, spouse or common-law spouse, and immediate in-laws.)
 - b) Has a material interest in any person who is a party to a material contract or proposed material contract.
- 1.3 The Housing Committee shall disclose the nature and extent of his or her interest to the Committee Members. Any such contract or proposed contracts shall be referred to the Housing Committee and the affected committee member shall not vote on any resolution to approve the same.
- 1.4 The disclosure required of the Committee Members by this Policy shall be made:
 - a) At a meeting at which the proposed request for assistance or contract is first considered;
 - b) If the Committee Member had no interest at the first meeting and then he becomes so interested;
 - c) If the Committee Member becomes interested after a request for housing assistance or contract is made at the first meeting after he becomes interested;
 - d) If the person who is interested in a contract later becomes a Committee Member at the meeting after he becomes a Committee Member and in all respects he shall meet all requirements of the Housing Policy.

Signed at _____ Date: _____

Print Committee Member Name

Signature

Witness

Appendix D
Code of Conduct

Committee Members will agree to and sign a copy of the Code of Conduct for the Yellow Quill First Nation Housing Committee:

- 1.1 Respect opposing points of view and work co-operatively towards the common goal of the housing programs and services.
- 1.2 Never divulge official or confidential information, unless authorized to do so by the Housing Committee/Chief and Council.
- 1.3 Will be open-minded and honest with their opinions and respect opinions of others.
- 1.4 Never publicly criticize the policy or decisions made by the Housing Committee.
- 1.5 Work co-operatively with each other to solve problems and support mutual concerns.
- 1.6 Support working toward the achievement of housing goals.
- 1.7 Declare any real or perceived conflict of interest situations.

Signed at _____ Date: _____

Print Committee Member Name

Signature

Witness

Appendix E - Organization Chart
Yellow Quill First Nation
Operations & Maintenance



Appendix F

Maintenance Service Fee (“MSF”) Levels

CMHC Section 95 Subsidized Units – MSF Levels

1. Employed persons:

Must make MSF payments based upon the current rate of three hundred forty-five dollars (\$345.00) as established by the Housing Committee and subsequently revised as required, maximum of three hundred forty-five dollars (\$345.00) per month or as per Section 95 regulations. Arrangements and deductions will be made with payroll department and transferred to the appropriate account as outlined in Finance Policy.

2. Income Assistance Recipients:

Income Assistance amount to cover three hundred forty-five dollars (\$345.00) monthly payment.

Band Owned Units – MSF Levels

1. Employed persons:

Must make MSF payments based upon one hundred dollars (\$100.00) per Unit and reviewed annually by the Housing Committee. Arrangements and deductions will be made with payroll department and transferred to the appropriate account as outlined in the Finance Policy.

2. Income Assistance Recipients:

Shelter Enhancement fee (Shelter Allowance) is determined through Income Assistance Department.

Home Ownership**/Section 95/Band Units – Maintenance Service Fees

Tenants/Occupants are expected to contribute a Maintenance Service Fee in the amount of one hundred dollars (\$100.00) per month per Unit. This Maintenance Service Fee enables Yellow Quill First Nation to maintain the current level of services to each Unit. Services include:

- b. Sanitation Services (Garbage pick up)
- c. Road Maintenance (Grading and snow removal)
- d. Water/Sewer Maintenance (Delivery of water, sewer pump outs/or maintenance of system)
- e. Maintenance or repairs of homes**.

**Home Ownership – MSF Fees will be built into their Land Lease Agreement.

Appendix G

Priority Ranking for Housing Assistance

Priorities for housing assistance include:

- a) Based on availability.
 - b) Couples who have not previously received housing assistance and who have school aged or young children.
 - c) Applicants who are currently living in overcrowded conditions.
 - d) Applicants who are living in condemned accommodations.
 - e) Single parent with two (2) or more children dependents, who are Band Members.
 - f) Non-band members (ie: Foster Parent(s)) who are caregivers to two (2) or more children dependents, who are Band Members.
 - g) Special consideration will be given to Senior Citizens and people who have a physical or mental disability which would be alleviated by having alternate accommodation.
-

The priorities for renovation funding are as follows:

- a) Based on available budget.
- b) Families requesting an addition and or renovation to alleviate overcrowding (as defined by the National Occupancy Standards).
- c) Repairs to sewer, water, heating and structure.
- d) If the house has not been approved through an application for assistance in the last Fifteen (15) years.
- e) If the Unit jeopardizes the health and safety of the Tenant.



YELLOW QUILL FIRST NATION

HOUSING DEPARTMENT

P.O Box 40 Yellow Quill, SK S0A 3A0

Tel: 306-322-2281 Fax: 306-322-2304

Email: yqhousingcoordinator@gmail.com

APPLICATION FOR HOUSING ASSISTANCE

Yellow Quill Housing Department provides Band Members of Yellow Quill First Nation or person(s) with dependent(s) registered to Yellow Quill First Nation with affordable housing. Applicants must also meet the following criteria as stated:

HOUSING POLICY 2022

2. Allocation of Housing Assistance

2.1 Eligibility Criteria

- 2.1.1 Applicants must be 18 years of age or older.
- 2.1.2 Applicants must be member of Yellow Quill First Nation or have dependents who are band members.
- 2.1.3 Applicants must complete an application for assistance (refer to Appendix B of the Housing Policy 2022). Application forms can be picked up at the Housing Department, at the Band Administration building, or mailed by the Housing Department upon request (In order to serve the community better, action is being taken to ensure forms will be made available on the Yellow Quill First Nation Website).
- 2.1.4 Applicants must provide written verification of annual household income in order to confirm ability to pay the anticipated monthly maintenance service fees and applicable utility charges.
- 2.1.5 Applicants who are in arrears on any maintenance service fee payments to Yellow Quill First Nation, will only be considered for housing assistance once they have honored the terms of a repayment agreement on arrears for a consecutive six-month period prior to making the application for housing assistance.
- 2.1.6 Applicants will be required to confirm that they will occupy the property as their principle residence.

Applications must be submitted to the Housing Department by January 31st of each year for consideration for the following calendar year (February 1 to January 30). Any applications submitted after January 31st will not be considered for review until the following year. Applications must be made on the forms designated for this purpose and date stamped when received at the Housing Department.

Applicants are responsible to update their application; applications that are not updated every year will be considered inactive and will be removed from housing assistance file. Applications will remain in database to show when the application was last submitted.



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SECTION 1 – Personal Information

Please read carefully and complete all applicable areas to the best of your knowledge.

<u>Section 1.1 Applicant Information</u>			
Last Name		First Name	
Date of Birth			
Month		Day	
Contact Number		Alternate Number	
Email:			
Status Number			
Current Mailing Address			
Current Residential Address			
How long have you been at this address			
		Year(s)	
		Month(s)	
Is this your first time applying for housing assistance?	Yes	☐	No ☐
If no, have you ever resided in a unit which required you to pay rent?	Yes	☐	No ☐
Are you applying for an existing Band or CMHC Unit?	Yes	☐	No ☐
Are you applying for a New Housing Unit?	Yes	☐	No ☐
Do you currently reside in a band owned or CMHC unit?	Yes	☐	No ☐
If yes, please state your reason for applying for new housing assistance			
<u>National Occupancy Standards</u>			
A separate bedroom is required for an adult couple, for a single person over 18, for children age 5 and over of the opposite sex. Adults should not share a bedroom with children.			
According to the definition above, are you overcrowded?	Yes	☐	No ☐
If no, please explain your reason for leaving your current residence			



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Marital Status	Single, divorced, widowed, separated	☐	Married or Common Law	☐

Section 1.2 Co-Applicant or Spouse Information (if applicable)

Last Name				First Name			
Date of Birth							
	Month			Day			Year
Contact Number				Alternate Number			
Email:							
Status Number							
Name of band which registered to							
Current Mailing Address							
Current Residential Address							
How long have you been at this address				Year(s)		Month(s)	
Is this your first time applying for housing assistance?				Yes	☐	No	☐
If no, have you ever resided in a unit which required you to pay rent?				Yes	☐	No	☐
Are you applying for an existing Band or CMHC Unit?				Yes	☐	No	☐
Are you applying for a New Housing Unit?				Yes	☐	No	☐
Do you currently reside in a band owned or CMHC unit?				Yes	☐	No	☐
If yes, please state your reason for applying for new housing assistance							

National Occupancy Standards

A separate bedroom is required for an adult couple, for a single person over 18, for children age 5 and over of the opposite sex. Adults should not share a bedroom with children.



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According to the definition above, are you overcrowded?	Yes	☐	No	☐
If no, please explain your reason for leaving your current residence				
Marital Status	Single, divorced, separated, widowed	☐	Married or Common Law	☐

<u>Section 1.3 Name of Dependent(s) and/or other Occupants (If applicable)</u>			
Last Name		First Name	
Date of Birth		Status Number	
Relationship to Tenant/Occupant:			
Last Name		First Name	
Date of Birth		Status Number	
Relationship to Tenant/Occupant:			
Last Name		First Name	
Date of Birth		Status Number	
Relationship to Tenant/Occupant:			
Last Name		First Name	
Date of Birth		Status Number	
Relationship to Tenant/Occupant:			
Last Name		First Name	
Date of Birth		Status Number	
Relationship to Tenant/Occupant:			
Do you or your dependant(s) have any special needs? (ex. Wheelchair ramp)	Yes	☐	No ☐
Please Explain:			
Do you or your dependant(s) have any medical conditions?	Yes	☐	No ☐
Please Explain:			

SECTION 2 - Tenant/Occupant Income Information

As per the Housing Policy 2022, all tenants/occupants of both band-owned units and Section 95 Housing Units, must pay a monthly Maintenance Service Fee as outlined in the Housing Policy 2022. To be



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considered, all applicants must be able to pay the monthly maintenance service fee as well as the cost of utilities. You must provide all documents indicating source of income along with this application.

Section 2.1 Tenant/Occupant Income Source					
Please check all sources of income that is applicable to you.	Employed or self-employed	☐	Income Assistance	☐	
	Pension	☐	Employment Insurance	☐	
	Other	☐			
If Other, Please explain:					
Total Monthly income from all sources:					
Section 2.2 Co-Applicant or Spouse Income source					
Please check all sources of income that is applicable to you.	Employed or self-employed	☐	Income Assistance	☐	
	Pension	☐	Employment Insurance	☐	
	Other	☐			
If Other, Please explain:					
Total Monthly income from all sources:					

SECTION 3 - ROLES AND RESPONSIBILITIES OF THE TENANT/OCCUPANT

All Band Unit occupants and Section 95 tenants must adhere to the terms of the Housing Policy, including but not limited to: pay maintenance service fees on time, carrying out own minor maintenance and repairs as listed in lease agreement, correcting tenant damage, paying utilities costs, keeping the unit and property free of garbage/debris, fuels, oils, old vehicles/parts, free of health and safety hazards, and ensuring the grass is cut at least 50 feet from unit.

Any changes to the application information on family composition or income must be submitted to the Housing Department in a timely manner.

SECTION 3.1 MAINTENANCE AND REPAIRS



YELLOW QUILL FIRST NATION

HOUSING DEPARTMENT

P.O Box 40 Yellow Quill, SK S0A 3A0

Tel: 306-322-2281 Fax: 306-322-2304

Email: yqhousingcoordinator@gmail.com

Tenants/occupants are responsible for the cost of all repairs required due to negligence, vandalism, tenant/occupant damage or damages for their guests.	Initial _____
Tenants/Occupants are also responsible for informing the Housing Department of all prolonged absences from the unit.	Initial _____
All tenants/occupants are responsible of notifying the Housing Department of any damages to the housing unit	Initial _____
Tenants/Occupants are responsible for informing the Housing Department of any emergency repairs that are needed in a timely manner	Initial _____

SECTION 3.2 Community By Laws

Tenants/Occupants must abide by the Animal Control Bylaw September 14, 2015 <u>AND</u> Curfew By-law 2015-10-05-01	Initial _____
--	------------------

SECTION 4 DECLARATION AND CONSENT

I, WE, declare that all the information in this application is true and complete.

I, WE, have submitted all documents indicating all sources of income for consideration for housing assistance.

I, WE, understand that all Housing Units in the First Nation are the property and assets of Yellow Quill First Nation, and if Selected as a tenant or occupant of either a Band Owned Unit or Section 95 On-Reserve Housing Unit, will respect the unit under the terms of a lease agreement presented by the Housing Department

Name of applicant

Signature of Applicant

Date

Name of Co-Applicant or Spouse

Signature of Co-Applicant or Spouse

Date



YELLOW QUILL FIRST NATION

HOUSING DEPARTMENT

P.O Box 40 Yellow Quill, SK S0A 3A0
Tel: 306-322-2281 Fax: 306-322-2304
Email: yqhousingcoordinator@gmail.com

For Office Use Only	
Date Application Received:	
Received By: (Name & Title)	
Date entered into database	

HOUSING APPLICANTS

REFERENCE FORM

To be attached to an Application for Housing Assistance

TO: Housing Department

Date: _____

FROM: _____

(NAME OF APPLICANT)

I, _____, am giving reference to

(NAME of person giving reference)

_____.

(NAME of applicant)

I have known the person for _____ years and I can say this about the person.

By signing this reference, I am showing support for the Application for Housing Assistance.

REFERENCE SIGNATURE



YELLOW QUILL FIRST NATION

HOUSING DEPARTMENT

P.O Box 40 Yellow Quill, SK S0A 3A0
Tel: 306-322-2281 Fax: 306-322-2304
Email: yqhousingcoordinator@gmail.com

(Signature of person giving reference)

A REFERENCE MUST BE SIGNED AND FILLED OUT FROM AN ADULT (18+).

Appendix H



YELLOW QUILL FIRST NATION

HOUSING DEPARTMENT

P.O Box 40 Yellow Quill, SK S0A 3A0

Tel: 306-322-2281 Fax: 306-322-2304

Email: yqhousingcoordinator@gmail.com

HOUSING RENOVATION, REPAIRS & MAINTENANCE REQUEST FORM

Yellow Quill Housing Department provides Band Members of Yellow Quill First Nation or person(s) with dependant(s) registered to Yellow Quill First Nation with affordable housing. Tenants/occupants are responsible for the general maintenance, repairs and replacements as outlined in their lease agreement.

Tenants/occupants requesting renovation, repairs or maintenance must complete this Form. Completed forms will be accepted only by the Housing Department. Not all maintenance requests will be acted upon. Approval is dependant on budget availability and priority and may require the approval of the Housing Committee.

If the maintenance request is urgent, or poses a health and safety risk, the tenant/occupant should contact the Housing Department immediately.

If the maintenance request is the result of vandalism or break-in, a RCMP report must be filled out by the tenant/occupant and must accompany this request.

Applicants must also meet the following criteria as stated:

HOUSING POLICY 2022

22. Renovations – Band-Owned Units & Section 95 Housing Units (CMHC)

2.1 Eligibility Criteria

- 2.1.1 The renovation program is dependent on funding availability and will only be issued to the amount allocated in the Yellow Quill First Nation budgeting process.
- 2.1.2 Budgeting process
- 2.1.3 The renovation program is available as determined by the Housing Committee.
- 2.1.4 Applicants must be 18 years of age or older
- 2.1.5 Applicants must be a band member of Yellow Quill First Nation.
- 2.1.6 Applicants must complete an application for assistance
- 2.1.7 Applicants cannot be in arrears on any payments or maintenance service fees to Yellow Quill First Nation.



YELLOW QUILL FIRST NATION

HOUSING DEPARTMENT

P.O Box 40 Yellow Quill, SK S0A 3A0

Tel: 306-322-2281 Fax: 306-322-2304

Email: yqhousingcoordinator@gmail.com

SECTION 1 – Tenant/Occupant Information

Please read carefully and complete all applicable areas to the best of your knowledge.

Section 1.1 Applicant Information			
Last Name			First Name
Date of Birth			
	Month	Day	Year
Contact Number			Alternate Number
Email:			
Status Number			
Current Mailing Address			
Current Residential Address (Unit #)			
How long have you been at this address			
	Year(s)	Month(s)	
Maintenance is described as repairs that are performed by the occupants of band owned units. Section 95 Housing Unit Tenants must comply with the lease agreement provided by CMHC and are not eligible to perform repairs or make alterations to their unit unless with express written permission from CMHC			
Are you applying for maintenance?	Yes	☐	No ☐
Please list the work repairs you will perform:			
Please list the supplies requested to complete the repairs and attach all cost estimates from a reputable service supplier to this application form.			
Are you applying for a renovation?	Yes	☐	No ☐
Is this your first time applying for Renovation?	Yes	☐	No ☐



YELLOW QUILL FIRST NATION

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If no, what unit did you live in where the renovation happened and in what year?			
Minor Renovations are described renovations under \$10,000.00. Major renovations are described as renovations over \$10,000.00.			
Are you applying for a minor renovation	Minor	☐	Major ☐
Please list the issues and repairs that are being requested.			
Do you currently reside in a band Unit or CMHC unit?		Band Unit ☐	CMHC ☐
<u>National Occupancy Standards</u> A separate bedroom is required for an adult couple, for a single person over 18, for children age 5 and over of the opposite sex. Adults should not share a bedroom with children.			
According to the definition above, are you overcrowded?	Yes	☐	No ☐
Has your family size or number of occupants inside your unit increased since your tenure as a tenant/occupant began?	Yes	☐	No ☐
Please explain.			
Has your marital status changed during your tenure as a tenant/occupant	Yes	☐	No ☐
Marital Status	Single, divorced, widowed, separated	☐	Married or Common Law ☐



YELLOW QUILL FIRST NATION

HOUSING DEPARTMENT

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Tel: 306-322-2281 Fax: 306-322-2304

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Section 1.2 Co-Applicant or Spouse Information (if applicable)

Last Name			First Name		
Date of Birth					
	Month		Day		Year
Contact Number			Alternate Number		
Email:					
Status Number					
Name of band which registered to					
Current Mailing Address					
Current Residential Address					
How long have you been at this address					
			Year(s)	Month(s)	

Section 1.3 Name of Dependant(s) and/or other Occupants (If applicable)

Last Name			First Name		
Date of Birth			Status Number		
Relationship to Tenant/Occupant:					
Last Name			First Name		
Date of Birth			Status Number		
Relationship to Tenant/Occupant:					
Last Name			First Name		
Date of Birth			Status Number		
Relationship to Tenant/Occupant:					
Last Name			First Name		
Date of Birth			Status Number		
Relationship to Tenant/Occupant:					
Do you or your dependant(s) have any special needs? (ex. Wheelchair ramp)			Yes	☐	No ☐
Please Explain:					
Do you or your dependant(s) have any medical conditions?			Yes	☐	No ☐



YELLOW QUILL FIRST NATION

HOUSING DEPARTMENT

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Tel: 306-322-2281 Fax: 306-322-2304

Email: yqhousingcoordinator@gmail.com

Please Explain:

SECTION 2 - Tenant/Occupant Income Information

As per the Housing Policy 2022, all tenants/occupants of both band-owned units and Section 95 Housing Units must pay a monthly Maintenance Service Fee as outlined in the Housing Policy 2022. To be considered, all applicants must be able to pay the monthly maintenance service fee and provide all documents indicating source of income.

You must also submit all current income verification documents along with this Form.

Section 2.1 Tenant/Occupant Income Source				
Please check all sources of income that is applicable to you.	Employed or self-employed	☐	Income Assistance	☐
	Canada Child Tax Benefit	☐	Employment Insurance	☐
	Pension	☐	Other	☐
If Other, please explain:				
Total Monthly income from all sources:				

Section 2.2 Co-Applicant or Spouse Income source				
Please check all sources of income that is applicable to you.	Employed or self-employed	☐	Income Assistance	☐
	Canada Child Tax Benefit	☐	Employment Insurance	☐
	Pension	☐	Other	☐
If Other, please explain:				
Total Monthly income from all sources:				

SECTION 3 - RESPONSIBILITIES OF THE HOUSING DEPARTMENT

As per the 2022 Housing Policy:



YELLOW QUILL FIRST NATION

HOUSING DEPARTMENT

P.O Box 40 Yellow Quill, SK S0A 3A0
Tel: 306-322-2281 Fax: 306-322-2304
Email: yqhousingcoordinator@gmail.com

2. Maintenance and Repairs

2.1 Yellow Quill First Nation Responsibilities – Section 95 Subsidized Units and Band Units

- 2.1.1 Yellow Quill First Nation, through the Housing Department, is responsible to plan and maintain Band and Section 95 units in a good state of repair, to carry out preventative repairs and maintenance and to comply with health and safety standards to extend the useful life of the unit. Maintenance and repair activity is dependent on funding availability and will only be carried out to the maximum amount allocated in the Yellow Quill budgeting process.
- 2.1.2 The Housing Department is responsible for major repairs or repairs arising from normal wear and tear.
- 2.1.3 The Housing Department is responsible for repairs related to building structure, whether deemed to be major or minor, heating, electrical, water or a major deficiency not attributed to or caused willfully or negligently, by the tenant(s) or the tenant's guests.
- 2.1.4 The Housing Department is responsible for repairs and maintenance to major appliances provided in the lease agreement, except where outlined in the lease agreement (fridge, stove, hot water tank, water pump, furnaces, etc.). Appliances shall not be removed from unit by occupants/tenants.
- 2.1.5 The Housing Department will keep a record of all maintenance and repairs carried out on the Section 95 and Band units including response time, reason for the repairs, repair items and costs.
- 2.1.6 The Housing Department will be responsible to provide information, workshops, and awareness on housing maintenance issues. Such information/workshop notices will be posted at all public institutions.

SECTION 4 - DECLARATION AND CONSENT

I, WE, declare that all the information in this application is true and complete



YELLOW QUILL FIRST NATION

HOUSING DEPARTMENT

P.O Box 40 Yellow Quill, SK S0A 3A0

Tel: 306-322-2281 Fax: 306-322-2304

Email: yqhousingcoordinator@gmail.com

I, WE, declare that the renovation, repairs or maintenance requested in this form are from the natural wear and tear of the house or have been vandalized or broken into in which case a RCMP report will accompany this form; and

I, WE, declare and acknowledge that all Band Housing Units and Section 95 Housing Units are considered property and assets of Yellow Quill First Nation and that any damages and or repairs for which are requested in this request form are not from any negligence to the housing unit caused from myself, or any occupants of my assigned unit, and/or any guests.

Name of applicant

Signature of Applicant

Date

Name of Co-Applicant or Spouse

Signature of Co-Applicant or Spouse

Date

For Office Use Only	
Date Application Received:	
Received By: (Name & Title)	
Date entered into database	

Appendix I
HOUSING APPLICANTS

REFERENCE FORM

To be attached to an Application for Housing Assistance

TO: HOUSING DIRECTOR

Date:

FROM: _____ (APPLICANT)

I, _____, **am giving reference to**
(NAME of person giving reference)

_____.
(NAME of applicant)

I have known the person for _____ years and I can say this about the person;

By signing this reference, I am showing support for the Application for Housing Assistance.

REFERENCE SIGNATURE

(Signature of person giving reference)

A REFERENCE MUST BE SIGNED AND FILLED OUT FROM AN ADULT (18+).

Appendix J

Unit # _____
Band: _____
CMHC Pre / Post 97: _____
Phase: _____



Lease AGREEMENT between:

The LANDLORD(S): YELLOW QUILL FIRST NATION, P.O. Box 40, Yellow Quill, SK S0A 3A0
Phone Number: (306) 322-2281
Fax Number: (306) 322-2304

The TENANT(S): _____
First name middle name(s) Last name

First name middle name(s) Last name

WITNESSTH THAT for in the consideration of the premises and the mutual covenants and agreements herein after contained, the First Nation and the Tenant agree as follows:

1. Tenant(s)/Occupant(s)

For the purpose of this lease agreement, the term "Tenant" will apply to both "Section 95 Tenants" and Band Owned "Occupants". The tenant covenants the following persons shall be the only permanent occupants during the term of this agreement unless the First Nations consents will not be unreasonably withheld. The tenant acknowledges and agrees that this covenant is a material covenant of this Lease Agreement and that is breach will be grounds for termination.

Give full names of all adult occupants (**age 19 or older**) to occupy the premises. Include given names for each one.
(Please print clearly)

Give full names of all minors applicants (**under the age of 19 including infants**) include names of each and every minor to occupy the premises and their age. **(Please print clearly)**

2. Premises

The First Nation leases to the tenant for the sole use and occupancy as a residential dwelling all those certain dwelling premises more particularly known and described as:

UNIT #: _____, Yellow Quill First Nation

3. Service and Equipment

No furnishings or equipment shall be supplied by the First Nation except those below, which the tenant agrees are in satisfactory condition:

Stove ()	Fridge ()	Washer/Dryer ()	Dishwasher ()
Power ()	Heat ()	Water ()	Sewer ()

4. Lease Period

The tenancy created by this agreement commences on the _____ day of _____ of 20____ and continues on a month to month basis until cancelled in accordance with this agreement.

5. Rent CMHC Units (if not CMHC skip to #6)

a) The tenant agrees to pay the First Nation the rent sum of \$ _____ per month payable in advance, on the first day of each month at the First Nation Office or at such other place as the First Nation may hereafter from time to time direct. Payment shall be made by cash or money order made Payable to CMHC YQ Operations. This rent may be adjusted in accordance with the provision in clause 5(d) and (e).

b) The tenant is responsible to pay heating, electricity, telephone, and cable.

c) The tenant agrees to make available annually to the First Nations, a verification of income and a family profile. (These documents are necessary for the Annual Rental Review) These are due each year.

d) The rent may be adjusted annually, period less than 12 months, by the First Nation in accordance with the terms of the CMHC Operating Agreement. When adjusted, this rent will become the rent due and payable.

The anniversary date is the _____ day of _____, 20_____.

e) Rental adjustments may be necessary based upon the economic circumstances of the tenant, eg: family size, employment, etc..., or the availability of external subsidy.

f) Written notice on vacating the home must be given to the First Nation 30 days in advance of the vacating date. If the tenant fails to do so, the tenant may be subject to paying the following month's rent.

6. Shelter Enhancement Fee (Band Units):

Yellow Quill First Nation requires each band unit tenant to contribute to the cost of housing.

- a) The tenant agrees to pay the First Nation a Shelter Enhancement fee in the amount of \$ ____ per month payable in advance, on the first day of each month at the First Nation Office or at such other place as the First Nation may hereafter from time to time direct. Payment shall be made by cash or money order made Payable to _____. This Shelter Enhancement fee may be adjusted in accordance with the provision in clause 6(d) and (e).
- b) The tenant is responsible to pay heating, electricity, telephone, and cable.
- c) The tenant agrees to make available annually to the First Nations, a verification of income and a family profile. (These documents are necessary for the Annual Housing Review) These are due each year.
- d) The Shelter Enhancement fee may be adjusted annually, no period less than 12 months, by the First Nation. When adjusted, this rent will become the fee due and payable.
- e) Adjustments to the Shelter Enhancement fee amount may be necessary based upon the economic circumstances of the tenant, eg: family size, employment, etc...
- f) Written notice on vacating the home must be given to the First Nation 30 days in advance of the vacating date. If the tenant fails to do so, the tenant may be subject to paying the following month's Shelter Enhancement fee.

7. Maintenance Fee (All units)

Tenants/Occupants are expected to contribute a Maintenance Fee in the amount of \$100.00 per month per unit. This fee enables Yellow Quill First Nation to maintain the current level of services to each unit. Services include:

- f. Sanitation Services (Garbage pick-up)
- g. Road Maintenance (Grading and snow removal)
- h. Water/Sewer Maintenance (Delivery of water, sewer pump outs/or maintenance of system)
- i. Maintenance or repairs of homes**.

*Home Ownership – must enter into maintenance contract with Yellow Quill First Nation and pay the monthly fee; alternatively,

**Home Ownership – have the option to access maintenance/repair services through Housing Office pending a signed repayment agreement

8. Eviction

In the event of an eviction, the Tenant will receive written notice from the First Nation. The Tenant is expected to vacate once he/she has received the eviction notice in writing, otherwise the authorities will be contacted and the First Nation will remove all personal belongings at the expense of the Tenant.

1. Arrears:
 - a) A due notice will be given three days after the rent, Shelter Enhancement fee or maintenance fee is due (First working day of the month).
 - b) A second written notice will be issued if not addressed by the 15th day of the month.
 - c) An eviction notice will be issued after one month unless the outstanding amount be paid; OR a repayment agreement be made.
2. Willful damage or abuse of the house:
 - a) A repayment agreement must be entered into (to recover the cost of the damages);
 - b) A notice of eviction; or
 - c) Both

3. Repeated disturbance of the peace will result in eviction.
4. The Tenant will abide by all the rules, regulations and by-laws implemented by the First Nation.
5. Any breach of this lease agreement may result in eviction.

9. Maintenance

1. The Tenant will be responsible for the general upkeep and maintenance of the house. This will include minor repairs and replacements as per the 2022 Housing Policy Section 19.2 and Appendix "A" of this lease agreement.
2. The Tenant is expected to report any damages of the home to the First Nation.
3. The First Nation maintains the right to make random inspections for the purposes of maintenance and upkeep.
4. The First Nation will be responsible for normal wear of the house and major systems (Furnace, Water, Structure).
5. The Tenant will not mark or deface the interior or exterior walls or floors of the house. Nor the Tenant will use any sticky tape (eg. Masking tape, scotch tape etc..., on any painted surface).
6. All requests for repair/maintenance must be directed to the First Nation office.
7. The Tenant will not make any alterations to the home without prior consent of the First Nation.
8. All improvements shall become the property of the First Nation.
9. The Tenant is responsible for maintaining the house and the area surrounding the house in a clean and sanitary condition.

10. Vacating of Home

1. Upon vacating the dwelling must be left clean or the Tenant will be charged for cleaning.
2. Clean shall mean;
 - a) Rugs cleaned and vacuumed and all stains shampooed out
 - b) Floors to be cleaned and washed
 - c) Walls cleaned and washed
 - d) All electric light bulbs functioning and in place. All fixtures whole and undamaged.
 - e) Refrigerator cleaned of all food, stains and defrosted. All damages repaired to racks etc..., No surface maybe scraped during defrosting. No debris under or behind refrigerator.
 - f) Range cleaned and free of grease inside and out, free of debris, glass clean, no debris under or behind range. All fuses in working order.
 - g) All garbage whatsoever removed from house.
 - h) Washer and dryer cleaned inside and out. No debris under or behind the washer and dryer.

11. Assign or Sublet

The Tenant shall not assign or sublet the premises.

12. Conditions of Lease Agreement

A breach of this Lease Agreement by the Tenant failing to perform or observe any of his/her covenants, or doing anything contrary to the terms of this agreement, gives the First Nation the right to declare the tenancy void and the Tenant's rights hereunder shall absolutely cease, with re-entry or any other acts or proceedings, and the First Nation or its agent may re-enter the premises or any part of it, and thereafter have, possess and enjoy it as if this Agreement has not been made, the right to terminate the tenancy and thus regain vacant possession of the premise.

THE TENANT HEREBY ACKNOWLEDGES HAVING READ THE LEASE AGREEMENT AND ACKNOWLEDGES RECEIPT OF A DUPLICATE COPY.

Date at Yellow Quill First Nation this _____ day of _____, 20_____

Agreed and signed by the Tenant (each adult occupant)

Agreed to and signed by a representative of Yellow Quill First Nation #90

Per:_____

Appendix K

Tenant Maintenance Responsibilities

As a Tenant of the First Nation, you are responsible for the following items:

1. To keep the property in clean condition:
 - a. Do not store items near the furnace or block exits.
 - b. Maintain the yard (cut grass – NO burning, keep free of garbage)
 - c. No storing of non-functioning vehicles.
2. To maintain the following:
 - a. **Furnace Filter** – replace every two (2) months
 - b. **HRV Filters** (if applicable) – remove, vacuum and wash at least twice per year
 - c. **Outside Tap** – ensure shut off valve is closed once temperature reaches zero.
 - d. **Eavestroughs** – Clean once in the fall and once in the spring (If you are not comfortable using a ladder please make arrangements with friends/family, or the Housing Department).
 - e. **Bathroom Fan** – Use the bathroom fan with every bath and shower, remove the cover and clean every 2-4 months.
 - f. **Kitchen Range Hood** – Use fan with each meal, clean twice per year.
 - g. **Dryer** – empty lint trap with every load. Wash lint trap every two (2) months. Remove and clean dryer vent every 3-4 months.
 - h. **Windows** – NEVER put tin foil or blankets on windows. Paper window blinds can be purchased, foil damages the window. Wash windows inside and outside twice per year or as needed.
 - i. **Garbage Stand** – Keep the area clean and free of debris, ensure garbage is bagged and tied.
 - j. **Plumbing** – NEVER pour grease or feminine hygiene products down the drains.
 - i. Replace caulking when necessary.
 - ii. Clean up and report any leaks and ensure minimal damage by placing container under leak.

Please report any of the following issues to the Housing Department:

Non-urgent:

- Loose items (door knobs, doors, flooring, cabinet doors, light fixtures, plumbing fixtures)
- Leaks (minor leaks such as: tap dripping, small leak under sink)
- Mechanical issues (portion of stove not working ie: one burner, light fixture not working, range hood not working, washer/dryer not working)

Urgent:

- Furnace not working (Check the emergency shut-off switch)
- No hot water
- Major Leak (Roof leaking, flooding {Turn of shut off valves first!})
- Broken window or exterior door
- Fridge not working
- Whole stove not working

Appendix L
Move-In and Move-Out Property Checklist

Instructions: Housing Department will complete this list just prior to giving keys to the Tenant. The Tenant(s) and Housing Department should review the property together, completing this checklist as you walk through the property. Both parties will sign the form indicating that they agree on the condition of the unit. This form will be kept in the Unit file and used again when the property is vacated.

Unit #: _____ # Keys Provided: _____

Type of Unit (Circle): Band House Section 95 Other _____

Tenant Name: _____

Move In Date: _____ Inspected By: _____ Initial: _____

Move Out Date: _____ Inspected By: _____ Initial: _____

Use the key below:							
Key & Abbreviations:		NA - Not Applicable		☑ - Clean, good working order			
		C - Needs Cleaning		SC - Needs Spot Cleaning			
		P - Needs Painting		SP - Needs Spot Painting			
		R - Needs Repair		RP - Needs Replacing			
Exterior							
Exterior	Move-In	Move-Out	Cost	Exterior Cont.	Move-In	Move-Out	Cost
Yard				Siding			
Driveway				Ext Windows			
Steps				Ext Doors			
Roof				Light Fixtures			
Soffit/Fascia				Exterior Plugs			
Eavestrough				Ext Vents			
Chimney				Foundation			
Interior							
Kitchen	Move-In	Move-Out	Cost	Kitchen Cont.	Move-In	Move-Out	Cost
Smoke Alarm				Cabinet Doors			
Floor				Cabinet Drawers			
Walls				Countertops			
Ceiling				Range Hood			
Doors				Sink/Taps			
Windows				Plumbing			
Screens				Refrigerator			
Light Fixtures				Refrigerator Coils			
Cover Plates				Stove/Oven			
Registers				Burners/Elements			
Air Return				Oven Light			
Hallway	Move-In	Move-Out	Cost	Hallway Cont.	Move-In	Move-Out	Cost
Smoke Alarm				Doors			
Thermostat				Light Fixtures			
CO Detector				Cover Plates			
Ventilation Switch				Registers			
Floor				Air Return			
Walls				Attic Access			
Ceiling				Closet			
Bathroom	Move-In	Move-Out	Cost	Bathroom Cont.	Move-In	Move-Out	Cost
Exhaust Fan				Vanity Doors			
Floor				Vanity Counter			
Walls				Sink/taps			
Ceiling				Plumbing			
Doors				Mirror			
Windows				Tub Surround			
Screens				Tub/Taps			
Closet				Caulking			
Light Fixtures				Toilet			
Cover Plates				Toilet Seat			
Register				Flush			
Living Room	Move-In	Move-Out	Cost	Living Room Cont.	Move-In	Move-Out	Cost
Floor				Screens			

Walls				Light Fixtures			
Ceiling				Cover Plates			
Doors				Registers			
Windows				Air Return			
Master Bedroom	Move-In	Move-Out	Cost	Bedroom 2	Move-In	Move-Out	Cost
Smoke Alarm				Smoke Alarm			
Floor				Floor			
Walls				Walls			
Ceiling				Ceiling			
Doors				Doors			
Windows				Windows			
Screens				Screens			
Closet				Closet			
Light Fixtures				Light Fixtures			
Cover Plates				Cover Plates			
Registers				Registers			
Air Return				Air Return			
Bedroom 3	Move-In	Move-Out	Cost	Mechanical Room	Move-In	Move-Out	Cost
Smoke Alarm				Smoke Alarm			
Floor				CO Alarm			
Walls				Entryway Door			
Ceiling				Railings			
Doors				Stairs			
Windows				Floor			
Screens				Walls			
Closet				Ceiling			
Light Fixtures				Light Fixtures			
Cover Plates				Cover Plates			
Registers				Register			
Air Return				Furnace			
				Furnace Filter			
				HRV Filter			
				Water Heater			

Total: \$

I/We, _____ (tenants),
understand that unless otherwise noted, all damages are the tenant's responsibility and may be billed to the tenant upon move-out.
And, In the event of a mechanical breakdown, plumbing leak or sewage backup the tenant is to immediately inform the Housing Department.

Photos have been taken of the unit: ☐ YES ☐ NO
If Yes, copies are on unit file.

Move In Inspection	Date: _____
Housing Department Signature	Title
_____	_____
Tenant/Occupant Signatures	_____
_____	_____
_____	_____
Move Out Inspection	Date: _____
Housing Department Signature	Title
_____	_____
Tenant/Occupant Signatures	_____
_____	_____
_____	_____

Furnace Filter:

Replacement is the Tenant/Occupant’s responsibility.
Filter Size: _____ MUST be replaced
3 times per year (More often if dirty).

Initial: _____

HRV Filters:

Maintenance is the Tenant/Occupant’s responsibility.
Must be Vacuumed or Washed 3 times per year
(More often if dirty).

Initial: _____