

# WIKWEMIKONG

UNCEDD INDIAN RESERVE



## RENTAL PROPERTY MANAGEMENT POLICY

Revised: August 1, 2015

Approved: November 30, 2015 - BCM 491-15

Effective: January 1, 2016

## Table of Contents

### SECTION 100 – PREAMBLE

RPM 101 – Purpose and Application.....	1
RPM 102 – Review and Amendments.....	2

### SECTION 200 – GENERAL

RPM 201- Applicant Eligibility.....	3
RPM 202 – Occupancy Standards.....	4
RPM 203 – Apartment Application.....	5
RPM 204 – Single Unit Application.....	6
RPM 205 – Emergency Allocation .....	7

### SECTION 300 – RENTAL AGREEMENT

RPM 301 – General.....	8
RPM 302 – Term and Duration.....	9
RPM 303 – Rent Geared to Income.....	10
RPM 304 – Set Rent.....	11

### SECTION 400 – ENTITLEMENTS AND OBLIGATIONS

RPM 401 – Tenant Entitlements and Obligations.....	12
RPM 402 – Landlord Obligations.....	14
RPM 403 – Grounds for Entry.....	15
RPM 404 – Locks and Keys.....	16
RPM 405 – Maintenance.....	17
RPM 406 – Pets.....	18

### SECTION 500 – TERMINATION OF AGREEMENTS

RPM 501 – General.....	19
RPM 502 – Notice of Vacate.....	20
RPM 503 – Unit Transfers.....	21
RPM 504 – Relocation.....	22
RPM 505 – Abandoned Units.....	23
RPM 506 – Arrears.....	24
RPM 507 – Evictions.....	25
RPM 508 – Eviction Procedures – Non-Payment.....	26
RPM 509 – Eviction Procedures – Non-Compliance.....	28
RPM 510 – Eviction Procedures – Criminal Activity.....	30
RPM 511 – Eviction Procedures – Residency.....	32
RPM 512 – Death of a Tenant.....	34

RPM 513 – Abandoned Possessions.....	35
<b>SECTION 600 – HOME OWNERSHIP</b>	
RPM 601 – Purchase Within Five Years of Occupancy.....	37
RPM 602 – Purchase After Five Years of Occupancy.....	39
RPM 603 – Purchase Upon Mortgage Completion.....	41
<b>SECTION 700 – VEHICLE POLICY</b>	
RPM 701 - Vehicle Maintenance.....	43
RPM 702 – Vehicle Insurance.....	44
RPM 703 – Vehicle Usage.....	45
RPM 704 – Licensed Operators/Drivers.....	46
RPM 705 – Scheduling of Vehicles.....	47
RPM 706 – Storage and Security.....	48
RPM 707 – Incidents.....	49
RPM 708 – Passenger.....	50
<b>SECTION 800 – ASSET MAINTENANCE</b>	
RPM 801 – General.....	51
RPM 802 – Scope and Responsibility.....	52
RPM 803 – Maintenance Standards.....	53
RPM 804 – Maintenance Strategies.....	54
RPM 805 – Funding Responsibilities.....	56
RPM 806 – Asset Assessment.....	57
RPM 807 – Maintenance Procurement.....	58
RPM 808 – Maintenance Priorities.....	59
RPM 809 – Performance Management.....	60
RPM 810 – Maintenance Request Intake.....	61
RPM 811 – Maintenance Charges.....	62
RPM 812 – Fencing Policy.....	63
RPM 813 – Satellite Dishes.....	65
RPM 814 – Fire Damage.....	67
<b>SECTION 900 – DISPUTE RESOLUTION AND APPEALS</b>	
RPM 901 – Right to Occupy.....	68
RPM 902 – Grievance Procedure.....	70
RPM 903 – Appeal Procedure.....	71
<b>DEFINITIONS.....</b>	<b>73</b>

<b>Section: Preamble</b>	<b>Policy Number: RPM – 101</b>
<b>Sub-section: Purpose and Application</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **PURPOSE AND APPLICATION**

The purpose of this policy is to provide the guidance and guidelines for the administration of the Wikwemikong Unceded Indian Reserve residential rental portfolio. Rental Property Management is responsible in the overall operation and maintenance of the portfolio and these policies apply to rental agreements of the Wikwemikong Unceded Indian Reserve and to:

- a) Tenants and their respective entitlements and obligations under rental agreements;
- b) Premises under rental agreements; and
- c) A tenancy under a rental agreement.

In these policies a reference to a landlord or tenant is a reference to a landlord or tenant under the rental agreement to which these policies apply.

To be clear, the Ontario Residential Tenancies Act does not apply to the rental units and rental relationships on Wikwemikong Unceded Indian Reserve.

In this policies and procedures manual:

- a) The provisions will be governed by, and construed in accordance with, the laws and practices of the Wikwemikong Unceded Indian Reserve;
- b) Headings or sub-headings are for convenience only, and in no way define, limit, alter or enlarge the scope or meaning of any provision;
- c) A reference to a statute or law includes every amendment to it, every regulation made under it and any law enacted in substitution or in replacement of it;
- d) Unless otherwise clear from the context, wherever the singular is used, it will include the plural, and the use of the plural includes the singular, and wherever the masculine is used, it will include the feminine, and the use of feminine includes the masculine; and
- e) Unless it is otherwise clear from the context, the use of the word “including” means “including, but not limited to”, and the use of the word “includes” means “includes, but is not limited to”.

<b>Section: Preamble</b>	<b>Policy Number: RPM – 102</b>
<b>Sub-section: Review and Amendments</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **REVIEW AND AMENDMENTS**

### **Purpose:**

To outline the policy and procedures used by Rental Property Management and by the Community Services and Infrastructure Committee in reviewing and amending this policy.

### **Policy:**

1. This policy and procedures manual shall be reviewed annually by Rental Property Management Staff and the Community Services and Infrastructure Committee.
2. The Community Services and Infrastructure Committee and Management will ensure consultation occurs with employees to validate any amendments
3. This policy and procedures manual may be amended in whole or in part at any time by an approved Community Services and Infrastructure Committee Motion.
4. Notice of any amendments to this policy shall be provided to employees and tenants of Rental Property Management no later than sixty (60) days from the date of final approval.
5. Based on the revision to this policy and procedures manual, management has the authority to revise any administration forms as necessary.

<b>Section: General</b>	<b>Policy Number: RPM – 201</b>
<b>Sub-section: Applicant Eligibility</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
	<b>Page: 1</b>

## APPLICANT ELIGIBILITY

### Purpose:

To outline the criteria used by Rental Property Management for determining Applicant Eligibility.

### Policy:

1. Any person applying for assistance through Rental Property Management must meet the following criteria to be eligible:
  - a. Must be at least 19 years of age;
  - b. Must be a member of Wikwemikong Unceded Indian Reserve, or
  - c. Must have been approved by Chief and Council for residency within Wikwemikong under the Residency By-law;
  - d. Must not have outstanding rent arrears in excess of \$1,200.00 and must agree to repay any balance of rent arrears within a two year period;
  - e. Must not have any outstanding damage costs;
  - f. Must not have any Rental Agreement Violations within the last twelve (12) Months.
  
2. Any person applying for assistance through Rental Property Management who *has not* previously been a Tenant or Co-Tenant of Wikwemikong for a period of at least one (1) consecutive year within the last five (5) years will be considered a **New Applicant** and must meet the following criteria in addition to Paragraph 1 above:
  - a. Provide two (2) Character Reference letters from non-immediate family member persons at least 25 years of age.
    - i. Immediate family member is defined as: Mother, Father, Brother, Sister, Step-Mother, Step-Father, Step-Brother, Step-Sister, Grandmother, Grandfather, Spouse, and Children or Step-Children
  
3. Any person applying for assistance through Rental Property Management who *has* been a Tenant or Co-Tenant for a period greater than one (1) consecutive year within the last five (5) years will be considered a **Former Tenant**.
  
4. Any current, existing tenant of Rental Property Management must reside at their current rental unit for a period of no less than one (1) consecutive year to be eligible to apply for a Transfer to another rental unit.

<b>Section: General</b>	<b>Policy Number: RPM – 202</b>
<b>Sub-section: Occupancy Standards</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
	<b>Page: 1</b>

## **OCCUPANCY STANDARDS**

### **Purpose:**

To outline the policy and procedure used by Rental Property Management in determining the suitability of rental unit occupancy.

### **Policy:**

1. In determining the suitability of rental unit occupancy, Rental Property Management may consider tenancy and occupancy information on file, custody documentation provided by a third party, or information obtained through a home visit or rental unit inspection.
2. A Rental Unit shall be considered overcrowded if there are more than the allowable number of people per bedroom occupying the Rental Unit as follows:
  - a. one bedroom for each adult or couple;
  - b. one bedroom for each child 16 years or over;
  - c. one bedroom for two children of the same gender from 6 to 16 years of age;
  - d. one bedroom for two children of the opposite gender up to 5 years of age.
3. Rental Property Management may decide that a Rental Unit be considered underutilized, if reasonable and if there are significantly less than the allowable number of people per bedroom occupying the Rental Unit.
4. Rental Property Management may identify certain rental units as “special needs” and may decide a Rental Unit be considered underutilized, if reasonable, and if the person or persons occupying the unit do not require the “special needs” features of the specific unit.
5. The Tenant shall report in writing any changes in occupancy of the Rental Unit to Rental Property Management within two weeks of any such change occurring.

<b>Section: General</b>	<b>Policy Number: RPM – 203</b>
<b>Sub-section: Apartment Application</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
	<b>Page: 1</b>

## APARTMENT APPLICATION

### Purpose:

To outline the policy and procedures used by Rental Property Management in selecting tenants for available apartment rental units.

### Policy:

1. Any person who wishes to apply for an apartment through Rental Property Management must submit a completed, written and signed rental application form, along with any other supporting documentation required as per Section 201 Applicant Eligibility
2. If an application is complete and eligible as per Section 201 Applicant Eligibility, Rental Property Management will notify the applicant in writing that their application will be placed on the waitlist.
3. If an application is not complete or eligible as per Section 201 Applicant Eligibility, Rental Property Management will notify the applicant in writing of such incompleteness or ineligibility. The application will be considered pending for a period of sixty (60) days during which time, the applicant may act to complete or make eligible the application. If the application does not become complete or eligible after sixty (60) days, it will be destroyed. The applicant can at any time after, submit another application.
4. A **new applicant** as defined in Section 201 Applicant Eligibility qualifies for an apartment allocation only, provided that such an allocation would be considered suitable under Section 202 – Occupancy Standards.
5. A **former tenant** as defined in Section 201 Applicant Eligibility qualifies for an Apartment Allocation or a Single Unit Allocation as per Section 204 – Single Unit Allocation, provided that such an allocation would be considered suitable under Section 202 – Occupancy Standards.
6. Rental Property Management will evaluate applications and assign a priority number based on the “Application Priority Worksheet”. The evaluation and priority number assigned will be reviewed with the applicant.
7. Any available rental units will be allocated to the applicant with the highest priority number assigned provided that such an allocation would be considered suitable under Section 202 – Occupancy Standards.
8. Rental Property Management will notify selected applicants of the allocation with a Tenancy Offer in writing. Applicants are expected and considered to be ready to move-in on short notice. A tenancy offer will be valid for Ten (10) days from the date of allocation, after which time, the unit may be re-allocated.



<b>Section: General</b>	<b>Policy Number: RPM – 204</b>
<b>Sub-section: Single Unit Application</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
	<b>Page: 1</b>

## SINGLE UNIT APPLICATION

### Purpose:

To outline the policy and procedures used by Rental Property Management in selecting tenants for available single (house) rental units.

### Policy:

1. Any person who wishes to apply for a house through Rental Property Management must submit a completed written and signed rental application form, along with any other supporting documentation required as per Section 201 Applicant Eligibility
2. If an application is complete and eligible as per Section 201 Applicant Eligibility, Rental Property Management will notify the applicant in writing that their application will be placed on the waitlist.
3. If an application is not complete or eligible as per Section 201 Applicant Eligibility, Rental Property Management will notify the applicant in writing of such incompleteness or ineligibility. The application will be considered pending for a period of sixty (60) days during which time, the applicant may act to complete or make eligible the application. If the application does not become complete or eligible after sixty (60) days, it will be destroyed. The applicant can at any time after, submit another application.
4. A new applicant as defined in Section 201 - Applicant Eligibility only qualifies for a single unit allocation if the household composition of the application would not allow for a suitable apartment allocation as per Section 202 – Occupancy Standards
5. A former tenant as defined in Section 201 - Applicant Eligibility qualifies for a Single Unit Allocation provided that such an allocation would be considered suitable under Section 202 – Occupancy Standards. **And Provided that the applicant is otherwise eligible and has shown a positive tenancy history, including but not limited to rental payments and unit maintenance.**
6. Rental Property Management will evaluate applications and assign a priority number based on the “Application Priority Worksheet”. The evaluation and priority number assigned will be reviewed with the applicant.
7. Any available rental units will be allocated to the applicant with the highest priority number assigned provided that such an allocation would be considered suitable under Section 202 – Occupancy Standards.
8. Rental Property Management will notify selected applicants of the allocation with a Tenancy Offer in writing. Applicants are expected and considered to be ready to move-in on short notice. A tenancy offer will be valid for Ten (10) days from the date of allocation, after which time, the unit may be re-allocated.

<b>Section: General</b>	<b>Policy Number: RPM – 205</b>
<b>Sub-section: Emergency Allocation</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: November 10, 2015</b>
	<b>Page: 1</b>

## **EMERGENCY ALLOCATION**

### **Purpose:**

To outline the policy and procedures used by Rental Property Management in making emergency allocations for Apartment Applications and Single Unit Applications.

### **Policy:**

1. Any person who wishes to apply for a rental unit through Rental Property Management for Emergency Allocation must follow the application process outlined in Section RPM – 203 Apartment Application, or Section RPM – 204 Single Unit Application.
2. If Rental Property Management determines the application need and situation to be an emergency, AND the application is evaluated as the highest priority as per the Application Priority Worksheet, an Emergency Allocation can be made.
3. An available, unallocated rental unit will be allocated to the.
4. If there are no available, unallocated rental units, an existing allocation may be bumped to accommodate the emergency allocation provided that the application priority is higher than that of the application being bumped.
5. If there are no available rental units to accommodate an emergency allocation, Rental Property Management will allocate the next unit which becomes available.
6. Once an emergency allocation has been made, Rental Property Management will direct all of its resources to prepare the unit for occupancy; this work will be limited to the health and safety of the unit. Due to the promptness required for an emergency allocation, cosmetic work will not be carried out.
7. Applicants will be informed once the unit is ready for occupancy and Emergency Allocation applicants will be expected and considered to be ready to move in immediately. If the applicant chooses to decline an Emergency Allocation, the application will no longer be considered an emergency.

Note: Rental Property Management and the Applicant are encouraged to work collaboratively with other agencies to provide support and services until occupancy can commence.

<b>Section: Rental Agreement</b>	<b>Policy Number: RPM – 301</b>
<b>Sub-section: General</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015 BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **GENERAL**

### **Purpose:**

To outline the policy and procedures used by Rental Property Management in the execution of a Rental Agreement with a Tenant.

### **Policy:**

1. The landlord must ensure the rental agreement is in writing to the extent, and in the way, required by this section and its sub-sections.
2. The written agreement must:
  - a. Identify the parties and premises;
  - b. Include terms about – payment of rent and term, if applicable; and
  - c. Include all other essential terms
3. The agreement must be written in a clear and precise way.
4. The landlord must provide the tenant a copy of the signed and completed rental agreement.
5. The landlord must give to the tenant the duties and entitlements of the landlord and tenant.

<b>Section: Rental Agreement</b>	<b>Policy Number: RPM – 302</b>
<b>Sub-section: Term and Duration</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **TERM AND DURATION**

### **Purpose:**

To outline the policy used by Rental Property Management to define the term and duration of tenancies entered into under a Rental Agreement.

### **Policy:**

1. The Tenancy shall commence on the day which the rental agreement is signed or on the day for which the rental agreement is dated and shall automatically continue thereafter month to month unless otherwise agreed upon by both Parties.
2. The Tenant shall have the right to terminate the Agreement upon one (1) month's written notice given to Rental Property Management. This written notice must include the date upon which the Tenant will vacate the Premises.
3. In the event that the Tenant continues to occupy the Premises after thirty (30) days from the end of the term of the Agreement, the Tenant will be required to pay for any additional days of occupancy at the rental rate set out in the Agreement.
4. In the event that the Tenant gives less than thirty (30) days written notice to vacate the rental unit, the Tenant is required to pay the full amount of the set rent for the last month of the tenancy.
5. All rent must be paid in full as set out in the Agreement throughout the term of the Agreement.

<b>Section: Rental Agreement</b>	<b>Policy Number: RPM – 303</b>
<b>Sub-section: Rent Geared to Income</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## RENT GEARED TO INCOME

### Purpose:

To outline the policy and procedures used by Rental Property Management in establishing and adjusting the rental rate of Rent Geared To Income (RGI) rental units for tenancies entered into under a Rental Agreement and establishing the Tenant's obligations for payment of rent.

### Policy:

1. The Landlord advises the Tenant that, as of the time of the signing of this Agreement the rent for the Premises is a maximum set rate per month unless adjusted based on Tenant Income (RGI) using the Rent Adjustment Worksheet.
2. This amount may be adjusted **without** advance notice, by the Landlord in accordance with the Graduated Rental Scale for Families and Elderly Citizens established by the Canada Mortgage and Housing Corporation and, when adjusted, the adjusted Rent will become due and payable. When requested, annually on April 1, or throughout the year, the Tenant is required to submit verification of income and household composition to Rental Property Management to determine any required adjustment to Rent. Failure to provide the required information and/or any payments received from Social Assistance Programs will result in the maximum Rent being charged.
3. Upon tenancy, the Tenant shall pay:
  - a. First Month Rent equal to the applicable rent rate, prorated for each day of occupancy during the first calendar month of the Tenancy
  - b. Last Month Rent deposit equal to one month rent at the Maximum Rent Rate for the unit; and
  - c. A Key Maintenance Fee of fifteen dollars (\$15.00) unless this fee is waived by the landlord.
4. The last month rent deposit is paid for by the tenant and is intended to be available for the financial protection of the landlord against the tenant breaching the agreement. Any increase in the Maximum Rent Rate will require to pay an additional amount to increase the rent deposit.
5. Thereafter, the Tenant shall pay to the landlord the Rent in advance on the first day of each month. The Rent shall be paid at the Wikwemikong Financial Services Unit.
6. The Tenant shall be charged and shall pay thirty-five dollars (\$35.00) for each cheque that is returned to the landlord for lack of sufficient funds.
7. Rent is paid in an 'approved' way if it is paid by
  - a. Cash or Cheque
  - b. Credit Card - Visa
  - c. Deduction from pay, or a pension or other benefit
  - d. Another way agreed on by the landlord and tenant

<b>Section: Rental Agreement</b>	<b>Policy Number: RPM – 304</b>
<b>Sub-section: Set Rent</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## SET RENT

### Purpose:

To outline the policy and procedures used by Rental Property Management in establishing and adjusting the rental rate of Set Rent rental units for tenancies entered into under a Rental Agreement and establishing the Tenant's obligations for payment of rent.

### Policy:

1. The Landlord advises the Tenant that, as of the time of the signing of this Agreement the rent for the Premises is set rate per month.
2. This amount may be adjusted for a period of no less than twelve (12) months by the Landlord. When adjusted, the adjusted Rent will become due and payable. If the landlord proposes to increase the rent, the landlord must give proper notice to the tenant.
  - a. The written notice must state:
    - i. The amount of the increased rent
    - ii. The day from when the increased rent is payable
    - iii. The day stated must not be earlier than one month after the notice is given.
    - iv. The increased rent is payable from the day stated in the notice and the agreement is taken to be amended accordingly.
3. Upon tenancy, the Tenant shall pay:
  - b. First Month Rent equal to the applicable rent rate, prorated for each day of occupancy during the first calendar month of the Tenancy
  - c. Last Month Rent deposit equal to one month rent at the Maximum Rent Rate for the unit; and
  - d. A Key Maintenance Fee of fifteen dollars (\$15.00) unless this fee is waived by the landlord.
4. The last month rent deposit is paid for by the tenant and is intended to be available for the financial protection of the landlord against the tenant breaching the agreement. Any increase in the Set Rent Rate will require to pay an additional amount to increase the rent deposit.
5. Thereafter, the Tenant shall pay to the landlord the Rent in advance on the first day of each month. The Rent shall be paid at the Wikwemikong Financial Services Unit.
6. The Tenant shall be charged and shall pay thirty-five dollars (\$35.00) for each cheque that is returned to the landlord for lack of sufficient funds.
7. Rent is paid in an 'approved' way if it is paid by
  - a. Cash or Cheque
  - b. Credit Card - Visa
  - c. Deduction from pay, or a pension or other benefit
  - d. Another way agreed on by the landlord and tenant

<b>Section: Entitlements and Obligations</b>	<b>Policy Number: RPM – 401</b>
<b>Sub-section: Tenant Entitlements and Obligations</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## TENANT ENTITLEMENTS AND OBLIGATIONS

### Purpose:

To outline the policy used by Rental Property Management to define the Entitlements and Obligations of Tenants under a Rental Agreement

### Policy:

1. The Tenant is required to pay the Rent in the full amount on the first day of every month.
2. The Tenant shall be entitled to possession on the first day of the term of this Agreement, and shall yield possession to Rental Property Management upon the termination of this Agreement, unless otherwise agreed by the Parties in writing. At the termination of this Agreement, the Tenant shall remove his/her goods and effects and peaceably yield up the Premises to Rental Property Management in as good a condition as when delivered to the Tenant, notwithstanding reasonable wear.
3. The Tenant shall occupy and use the Premises as a residential dwelling unit only.
4. The Tenant shall notify Rental Property Management of any anticipated extended absences (of at least 14 days) from the Premises no later than the first day of the extended absence.
5. The Tenant is responsible to keep the Premises in good condition. Damage by fire or other natural disasters are exempt. However, if the Tenant, other occupants of the Premises, a visitor or guest is found to be at fault for the cause of a fire or smoke damage to the Premises as reported by the Fire Chief, the Tenant will be obligated to pay for the repairs to the unit.
6. The Tenant will pay heat, hydro, hot water tank rental and other such charges related to the Premises as may occur from time to time unless otherwise stated herein.
7. The Tenant shall not assign or sub-let the Premises unless authorized in advance, in writing, by Rental Property Management.
8. The Tenant will save Wikwemikong Unceded Indian Reserve harmless for all liabilities, fines, suits, and claims of any kind for which the Wikwemikong Unceded Indian Reserve may be liable for, or suffer by reason of the Tenant's occupancy of the Premises.
9. The Tenant will not do or omit to do anything, which may render void or voidable any policy of insurance on the Premises.
10. The Tenant will abide by the rules and regulations made by Wikwemikong Unceded Indian Reserve.
11. The Tenant will take good care of the Premises and keep the Premises in a clean condition.

<b>Section: Entitlements and Obligations</b>	<b>Policy Number: RPM – 401</b>
<b>Sub-section: Tenant Entitlements and Obligations</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
	<b>Page: 2</b>

12. The Tenant warrants that all adults occupying the Premises are named and signing parties to this Agreement and that each understands the rights and obligations hereby created. No additional adults may reside in the Premises without the written consent of Rental Property Management. No guest shall stay in the Premises for longer than two (2) weeks without the written consent of Rental Property Management, which shall not be unreasonably withheld. Absolutely no boarders are permitted to live on the Premises unless authorized in advance in writing by Rental Property Management.
13. The Tenant verifies that the dependents listed in the agreement are the only persons who will be living in the Premises. Also, it is confirmed that full custody and primary residence of the children listed in the agreement is with the Tenant.
14. The Tenant is responsible to insure personal contents in and on the Premises (including renters insurance).
15. The Tenant shall not permit the Premises to become overcrowded or underutilized; refer to *Section RPM – 202 Occupancy Standards*.



<b>Section: Entitlements and Obligations</b>	<b>Policy Number: RPM – 402</b>
<b>Sub-section: Landlord Obligations</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **LANDLORD OBLIGATIONS**

### **Purpose:**

To outline the policy used by Rental Property Management to define the Obligations of the Landlord under a Rental Agreement

### **Policy:**

1. The Wikwemikong Unceded Indian Reserve will insure the Premises against damage caused by fire provided the fire was not caused by the Tenant's own negligence. If the Tenant, other occupants of the Premises, a visitor or guest is found to be at fault for the cause of a fire or smoke damage to the Premises as reported by the Fire Chief, the Tenant will be obligated to pay for the repairs to the unit
2. Rental Property Management grants the Tenant quiet enjoyment of the Premises.
3. Rental Property Management will provide the following appliances as part of the Rent: Refrigerator and Stove.
4. Rental Property Management will give the Tenant written notice twenty-four hours prior to entering the premises, and will only do so during reasonable hours. However, such notice will not be given in the event of an emergency or if the Tenant consents to entry without such notice being given.
5. Rental Property Management reserves the right to conduct a random housing inspection and the entry into the Premises must be permitted by the Tenant if a twenty-four (24) hour written notice has been provided.

<b>Section: Entitlements and Obligations</b>	<b>Policy Number: RPM – 403</b>
<b>Sub-section: Grounds for Entry</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## GROUNDINGS FOR ENTRY

### Purpose:

To outline the policy and procedures used by Rental Property Management to define appropriate grounds for entry of an occupied rental unit under a Rental Agreement by the landlord or a landlord's agent.

### Policy:

1. The landlord or landlord's agent may enter the premises only –
  - a. To inspect the premises
  - b. To make routine repairs to, or carry out maintenance of, the premises
  - c. To allow a valuation of the premises to be carried out
  - d. If the landlord believes, on reasonable grounds, the premises have been abandoned
  - e. If the tenant agrees
  - f. In an emergency
  - g. If the landlord believes on reasonable grounds that the entry is necessary to protect the premises or inclusions from imminent or further damage.
2. The landlord may enter the premises only if the landlord has given notice of the proposed entry at least 24 hours before entering the premises. Entry will be made during office hours from 8:00 a.m. to 4:30 p.m.
  - a. The written notice shall include the following information:
    - i. The date for which entry will be gained
    - ii. A time for which entry will be gained within a four hour time span
    - iii. The reasons for entry
3. An entry under Section f) and g) may be made without giving the tenant notice of the proposed entry.
4. The landlord may enter the premises without giving the entry notice under Section d) if the landlord has been unable to contact the tenant after making reasonable efforts. Refer to *RPM – 505 Abandoned Units* for more information.

<b>Section: Entitlements and Obligations</b>	<b>Policy Number: RPM – 404</b>
<b>Sub-section: Locks and Keys</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
	<b>Page: 1</b>

## **LOCKS AND KEYS**

### **Purpose:**

To outline the policy and procedures used by Rental Property Management for issuance and management of locks and keys for rental units under a Rental Agreement.

### **Policy:**

1. The landlord must:
  - a) Supply and maintain the locks that are necessary to ensure the premises are reasonably secure
  - b) Give a key for each lock to the tenant
2. If the landlord or tenant changes a lock, the party must give to the other party a key for the changed lock.
3. The changing of a lock by the landlord or tenant without the other party's agreement is evidence the party did not have a reasonable excuse for making the change.
4. If the tenant's request to change locks is deemed unreasonable the tenant will be required to pay for the replacement. Please refer to the list of *Standard Prices* for the cost of replacement.
5. Rental Property Management will ensure the reasonable and appropriate security of all keys within its possession. Procedures will be established and maintained to protect the identification of keys

<b>Section: Entitlements and Obligations</b>	<b>Policy Number: RPM – 405</b>
<b>Sub-section: Maintenance</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **MAINTENANCE**

**Purpose:**

To outline the policy used by Rental Property Management to identify the Maintenance entitlements and obligations of the Tenant and Landlord under a Rental Agreement.

**Policy:**

1. Rental Property Management is responsible for maintaining and repairing all of the Rental Units within the rental portfolio in accordance with Section 800 – Asset Maintenance of this policy.
2. It is the responsibility of the Tenant to notify the office of Rental Property Management via telephone or in writing of a maintenance or repair request as soon as practical after the Rental Unit is in need of maintenance or repair.

<b>Section: Entitlements and Obligations</b>	<b>Policy Number: RPM – 406</b>
<b>Sub-section: Pets</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **PETS**

### **Purpose:**

To outline the policy used by Rental Property Management to define appropriate pets allowable within a rental unit under a Rental Agreement.

### **Policy:**

1. The tenant shall not keep or have pets in the rental unit or in the residential complex at any time of a species or breed of animal that:
  - a. Causes another resident or staff to suffer a serious allergic reaction
  - b. Is inherently dangerous to the safety of other residents or visitors of the residential complex
  - c. Is not allowed under provincial or federal laws (ie. Pitbulls)
  
2. The tenant may keep a pet in the rental unit if the tenant:
  - a. Ensures the pet does not cause personal injury, property damage, or make an unreasonable amount of noise, or create a nuisance or disturb other residents or visitors of the residential complex
  - b. Cares for the pet in a hygienic and proper manner, ensuring the pet is not cause for legitimate complaint by other persons
  
3. The tenant acknowledges sole responsibility, and shall satisfy payment of the cost of repair or replacement for any damages or loss caused by the pet.

<b>Section: Termination of Agreements</b>	<b>Policy Number: RPM – 501</b>
<b>Sub-section: General</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## GENERAL

### Purpose:

To outline the policy and procedures used by Rental Property Management in ending a tenancy and terminating a Rental Agreement

### Policy:

1. A rental agreement terminates if:
  - a. The landlord gives an **Eviction Notice** the premises to the tenant;
  - b. The tenant hands over vacant possession of the premises on, before, or after the **Notice of Vacate** date;
  - c. An order terminating the agreement is issued (whether or not an Eviction Notice has been given);
  - d. The tenant is no longer eligible for residency under the Wikwemikong Residency By-law;  
or
  - e. The tenant abandons the premises.

<b>Section: Termination of Agreements</b>	<b>Policy Number: RPM – 502</b>
<b>Sub-section: Notice of Vacate</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **NOTICE OF VACATE**

### **Purpose:**

To outline the policy and procedures used by Rental Property Management in ending a tenancy and terminating a Rental Agreement when a tenant provides a Notice of Vacate.

### **Policy:**

1. The Tenant must provide 30 days written notice to Rental Property Management of their intention to vacate the Rental Unit, as per the Rental Agreement.
2. The written Notice of Vacate must include the Tenant's forwarding address.
3. Rental Property Management will send a follow-up letter to the Tenant confirming the date of vacancy, the date for the Rental Unit inspection prior to vacancy, providing reminders to the Tenant about the Rental Unit and the return of keys to Rental Property Management.
4. In the event that the Tenant requires an extension to the date of vacancy, a written request must be submitted to Rental Property Management no later than 15 days in advance of the original move out date. Rental Property Management cannot guarantee that such an extension can be granted.
5. In the event that the Tenant wishes to rescind or withdraw the notice of their intention to vacate, a written request must be submitted to Rental Property Management no later than 15 days in advance of the original move out date. If the Rental Unit has not already been allocated to another tenant and Rental Property Management is satisfied that the Tenant is qualified to occupy the Rental Unit, Rental Property Management may allow the Tenant to remain in the Rental Unit.

<b>Section: Termination of Agreements</b>	<b>Policy Number: RPM – 503</b>
<b>Sub-section: Unit Transfers</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **UNIT TRANSFERS**

### **Purpose:**

To outline the policy and procedures used by Rental Property Management in ending a tenancy and terminating a Rental Agreement when a tenant transfers from one rental unit to another.

### **Policy:**

1. A current and existing tenancy will be considered to be ended and the Rental Agreement will be deemed terminated one (1) day prior to the day which a new rental agreement for a different rental unit is signed or one (1) day prior to the day for which that new rental agreement is dated.
2. Rental Property Management will allow the tenant(s) five (5) days to remove their personal belongings from the previous rental unit. This will be considered the transfer period. The tenant is required to yield vacant possession of the unit to Rental Property Management and return the keys to Rental Property Management by the end of the transfer period. If the final day of the transfer period is on a weekend or holiday, the tenant shall return the keys to Rental Property Management on the next business day.
3. At the end of the transfer period – regardless of whether the keys are returned - Rental Property Management will conduct a move-out condition inspection and will take possession of the unit.
4. Any remaining items or personal belongings will be subject to Section 513 - Abandoned Possessions of this policy.



<b>Section: Termination of Agreements</b>	<b>Policy Number: RPM – 504</b>
<b>Sub-section: Relocation</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **RELOCATION**

### **Purpose:**

To outline the policy and procedures used by Rental Property Management in ending a tenancy and terminating a Rental Agreement when tenant relocation is required.

### **Policy:**

1. The landlord may give a notice to the tenant requiring the tenant to relocate to different premises within a stated period.
2. The notice to relocate may be given only if the relocation is necessary
  - a. To allow the carrying out of necessary work;
  - b. Because of an emergency;
  - c. For health and safety reasons;
  - d. If the unit has been deemed to be underutilized or overcrowded as per Section 202 – Occupancy Standards of this policy; or
  - e. Due to affordability issues.
3. The notice to relocate must
  - a. Be in writing;
  - b. Identify the premise to which the tenant is to relocate;
  - c. State the period within which the tenant is to relocate; and
  - d. State the reasons for the relocation.

<b>Section: Termination of Agreements</b>	<b>Policy Number: RPM – 505</b>
<b>Sub-section: Abandoned Unit</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **ABANDONED UNITS**

### **Purpose:**

To outline the policy and procedures used by Rental Property Management in ending a tenancy and terminating a Rental Agreement when a tenant abandons a unit.

### **Policy:**

1. If a rental unit is abandoned, Rental Property Management may, without notice to the Tenant, re-enter and re-let the rental unit.
2. A rental unit may be considered abandoned if the Tenant:
  - a. Fails to take possession of the Rental Unit
  - b. Vacates the Rental Unit without giving proper notice to Rental Property Management;
  - c. Fails to pay rent and Rental Property Management cannot locate or contact the Tenant.
3. Rental Property Management will send written correspondence to the tenant regarding the suspected unit abandonment. This correspondence must indicate that the tenant must contact Rental Property Management within ten (10) days.
4. If the tenant has not contacted Rental Property Management and the ten (10) days have passed, Rental Property Management will conduct a unit inspection as per Section 403 – Grounds for Entry of this policy.
5. If the unit appears to have been abandoned, Rental Property Management will immediately repossess the rental unit by changing the locking mechanisms and posting a Notice of Vacant Possession. Rent will be charged to the tenant up to and including thirty (30) days from the date of repossession. This will serve as the tenant’s Notice of Vacate period.
6. If the unit appears to be occupied, Rental Property Management will post a notice advising the tenants to contact Rental Property Management immediately.
7. If the tenant has failed to contact Rental Property Management after an additional five (5) days have passed, Rental Property Management will repossess the rental unit by changing the locking mechanisms and posting a Notice of Vacant Possession. Rent will be charged to the tenant up to and including thirty (30) days from the date of repossession. This will serve as the tenant’s Notice of Vacate period.
8. Any unit that has been repossessed by Rental Property Management under this section will remain as-is for a period no less than thirty (30) days from the date of repossession, after which the personal belongings within the rental unit will be removed as per Section 513 – Abandoned Possessions of this policy.
9. A tenant who has abandoned a unit, may be eligible to re-apply to Rental Property Management to rent an available rental unit after six (6) months have passed

<b>Section: Termination of Agreements</b>	<b>Policy Number: RPM – 506</b>
<b>Sub-section: Arrears</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **ARREARS**

### **Purpose:**

To outline the policy and procedures used by Rental Property Management in collecting and recovering outstanding rent and maintenance arrears.

### **Policy:**

1. The emphasis of Arrears collection will be considered in as many aspects of Rental Property Management service delivery and of Rental Property Management operations as reasonably possible.
2. Within fifteen (15) days of the Tenant failing to make a full rent payment on the date it was expected to be paid, Rental Property Management will mail to the Tenant a written letter requiring immediate payment of the said arrears. This letter will serve as the first notice of arrears.
3. If by the thirtieth (30<sup>th</sup>) day, full payment has not been received and if the tenant has not contacted Rental Property Management to make arrangements for repayment of the arrears, a second notice will be sent. The second notice will remind the Tenant that the account is in arrears and they must either pay the account in full or meet with Rental Property Management staff and enter into a written repayment agreement. If a repayment agreement is entered into the tenant must pay a minimum of 25% of the arrears on the date the agreement is entered into. This notice will also confirm the consequences of failing to repay the arrears or make repayment arrangements.
4. If by the forty-fifth (45<sup>th</sup>) day, full payment has not been received or the Tenant has not entered into a repayment agreement as noted in paragraph 3 above, a third written notice will be sent. The notice will confirm the Tenant has ten (10) calendar days to pay the arrears in full or to meet with Rental Property Management and enter into a written repayment agreement as noted in paragraph 3 above, including payment of 25% of total arrears. The notice will confirm that failing to repay the arrears in full or enter into a repayment agreement will result in the issuing of a Tenancy Eviction Notice.
5. If by the fifty-fifth (55<sup>th</sup>) day, the Tenant has neither paid the arrears in full nor entered into a written repayment agreement to repay the arrears, a five (5) day Eviction Notice will be issued to the tenant.
6. Refer to *RPM-507 Evictions*

<b>Section: Termination of Agreements</b>	<b>Policy Number: RPM – 507</b>
<b>Sub-section: Evictions</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **EVICCTIONS**

### **Purpose:**

To outline the policy and procedures used by Rental Property Management when ending a tenancy and terminating a rental agreement by way of an eviction.

### **Policy:**

1. For greater certainty, a Tenant may be evicted from the Premises if the Tenant:
  - a. fails to pay Rent due hereunder after four (4) weeks from the date the Rent was due;
  - b. fails to perform or observe any of his/her obligations, or does anything contrary to the terms of the Agreement, unless otherwise stated in the Agreement, Rental Property Management may terminate the Agreement, in accordance with the rent arrears section, declare the tenancy terminated and take the steps outlined under that paragraph to obtain vacant possession of the Premises;
  - c. if the Tenant or anyone residing in the Premises is charged in any alleged or proven illegal or criminal activity, Rental Property Management may terminate the Agreement immediately and evict the Tenant and thereafter possess and enjoy the Premises as if the Agreement had not been made. The decision to terminate this Agreement under this provision will be based on a Wikwemikong Tribal Police Report on such illegal or criminal activity or a criminal conviction made by a Court of competent jurisdiction. Written notice will be provided to the Tenant of Rental Property Management's decision to terminate the Agreement under this provision. This notice will advise the Tenant to remove his/her personal possessions from the Premises; or
  - d. is no longer eligible to reside on Wikwemikong Unceded Indian Reserve pursuant to the Wikwemikong Residency By-Law.
  
2. If evicted, a Tenant may be eligible to re-apply to Rental Property Management to rent an available rental unit after six (6) months have passed and all outstanding Rent arrears have been paid in full.

<b>Section: Termination of Agreements</b>	<b>Policy Number: RPM – 508</b>
<b>Sub-section: Eviction Procedures – Non-Payment</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **EVICTION PROCEDURES – NON-PAYMENT**

### **Purpose:**

To outline the policy and procedures used by Rental Property Management when ending a tenancy and terminating a rental agreement by way of an eviction for non-payment of rent.

### **Policy:**

1. The Tenancy Eviction Notice will be delivered:
  - a. by registered mail to the mailing address noted on the Tenant file;
  - b. by hand to an adult person living at the Rental unit;
  - c. or posted to the front door of the property with a third-party as witness to the delivery of the notice.
2. The Eviction Notice confirms that the tenant has five (5) days to pay a full two months' rent and to enter into a repayment agreement for any remaining outstanding balance. A repayment agreement alone will not be accepted. It shall also confirm the date and time for which Rental Property Management shall take possession of the rental unit, if necessary.
3. Rental Property Management shall cease the Eviction Notice only where the Tenant pays the two full month's rent payment in cash or certified cheque before the expiration of the five (5) day notice period.
4. If after five (5) days the Tenant fails to pay the required amount and enter into a repayment agreement for any remaining outstanding balance, Rental Property Management will proceed with the Eviction Notice.
5. The Chief and Council are notified via written memorandum of the upcoming eviction(s) including the date and time the eviction will take place, but not the name of the Tenant being evicted.
6. The Wikwemikong Tribal Police are notified via written memorandum of the evictions providing the address and name of the Tenant being evicted and the date and time that the evictions will take place.
7. Two Rental Property Management staff members attend the Rental Unit to ensure the Rental Unit has been vacated and to change the locks on the Rental Unit.
8. If the Tenant is not at the Rental Unit at the time for eviction Rental Property Management enters the Rental Unit; changes the locks; and ensures all windows are locked.
9. If the Tenant is home, Rental Property Management staff will advise the Tenant that he/she must immediately leave the Rental Unit, and then proceed to change the locks and ensure the

<b>Section: Termination of Agreements</b>	<b>Policy Number: RPM – 508</b>
<b>Sub-section: Eviction Procedures – Non-Payment</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 2</b>	

windows are locked. If the Tenant refuses to leave, Rental Property Management contacts the Wikwemikong Tribal Police to have the Tenant escorted out of the Rental Unit.

10. After the Tenant has vacated the Rental Unit and Rental Property Management has secured the Rental Unit, a written notice is posted on the door of the Rental Unit, which indicates “Do Not Enter”, and that Rental Property Management has taken possession of the Rental Unit.
11. If the Tenant requires more time to vacate the Rental Unit, the Tenant must make prior arrangements through Rental Property Management before Rental Property Management attends at the date and time set out in the Eviction Notice to change the locks and secure the Rental Unit. Under no circumstances will a key to the Rental Unit be given to any former Tenant after the locks to the Rental Unit have been changed.
12. Any personal belongings left within the rental unit will be removed as per Section 513 – Abandoned Possessions of this policy.
13. The former Tenant is informed that he/she may reapply to Rental Property Management after 6 months following the date of the eviction and provided the entire rental arrears are paid in full.
14. A Tenant has the right to appeal an eviction. (*Refer to Section 900 – Dispute Resolution and Appeals*).

<b>Section: Termination of Agreements</b>	<b>Policy Number: RPM – 509</b>
<b>Sub-section: Eviction Procedures – Non-Compliance</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **EVICTIION PROCEDURES – NON-COMPLIANCE**

### **Purpose:**

To outline the policy and procedures used by Rental Property Management when ending a tenancy and terminating a rental agreement by way of an eviction for non-compliance of the Rental Agreement.

### **Policy:**

1. The Tenant and/or his/her guests and invitees shall not do or omit to do anything contrary to the terms of the rental agreement. Serious infractions, including but not limited to: noise violations, actions that endanger or inconvenience other tenants or staff, and failure to maintain the rental unit, will result in corrective action by Rental Property Management.
2. In order to proceed with any action under this section, Rental Property Management must be in possession of a written Wikwemikong Tribal Police report that noise and/or other disturbance occurred at the Rental Unit in question, or have documented internal (first-hand) verification of other types of infractions.
3. Any notice issued, is issued against all tenants of the rental unit regardless of whether they were all, or in part, directly responsible.
4. The first notice provided to the Tenant is a verbal warning from Rental Property Management in which the Tenant is advised of the non-compliance and of the evidence leading to such notice. However, confidentiality may not allow for the documentation to be shared with the tenant. The Tenant is required to sign a form acknowledging receipt of the verbal warning for the file.
5. A subsequent infraction will result in a second notice being provided to the Tenant by Rental Property Management. This second notice is hand delivered to the Tenant at the address of the Rental Unit indicating that it is a second notice and that if another infraction occurs at a future date that the Tenant may be evicted.
6. In the event that Rental Property Management receives another complaint regarding the same Tenant or Rental Unit, an Eviction Notice is prepared. This written notice indicates the reason the notice is being sent and that the Tenant has five (5) days to vacate the Rental Unit. This notice is hand delivered to the Tenant by the Rental Property Management staff. Rental Property Management staff will have the Tenant sign a service memo indicating that he/she received the Eviction Notice and the date and time the Eviction Notice was served.
7. The Chief and Council are notified via written memorandum of the upcoming eviction(s) on the same date that the Eviction Notice is delivered to the Tenant. The memorandum includes the date and time the eviction will take place, but not the name of the Tenant being evicted.
8. The Wikwemikong Tribal Police are notified via written memorandum of the eviction on the same date that the Eviction Notice is delivered to the Tenant. Rental Property Management

<b>Section: Termination of Agreements</b>	<b>Policy Number: RPM – 509</b>
<b>Sub-section: Eviction Procedures – Non-Compliance</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 2</b>	

provides the address and the name of the Tenant being evicted and the date and time that the evictions will take place to the Wikwemikong Tribal Police.

9. After five (5) days have passed, two Rental Property Management staff members go to the Rental Unit to ensure the Rental Unit has been vacated and to change the locks on the Rental Unit.
10. If the Tenant is not at the Rental Unit at the time for eviction, Rental Property Management enters the Rental Unit; changes the locks and ensures all windows are locked.
11. If the Tenant is home, Rental Property Management will advise the Tenant that he/she must immediately leave the Rental Unit, and then proceed to change the locks and ensure the windows are locked. If the Tenant refuses to leave, Rental Property Management contacts the Wikwemikong Tribal Police to have the Tenant escorted out of the Rental Unit.
12. After the Tenant has vacated the Rental Unit and Rental Property Management has secured the Rental Unit, a written notice is posted on the door of the Rental Unit, which indicates “Do Not Enter”, and that Rental Property Management has taken possession of the Rental Unit.
13. If the Tenant requires more time to vacate the Rental Unit, the Tenant must make prior arrangements through Rental Property Management before Rental Property Management attend at the date and time set out in the Eviction Notice to change the locks and secure the Rental Unit. Under no circumstances will a key to the Rental Unit be given to any former Tenant after the locks to the Rental Unit have been changed.
14. Any personal belongings left within the rental unit will be removed as per Section 513 – Abandoned Possessions of this policy.
15. The former Tenant is informed that he/she may reapply to Rental Property Management after 6 months following the date of the eviction and provided the entire rental arrears are paid in full.
16. A Tenant has the right to appeal an eviction. *(Refer to Section 900 – Dispute Resolution and Appeals).*



<b>Section: Termination of Agreements</b>	<b>Policy Number: RPM – 510</b>
<b>Sub-section: Eviction Procedures – Criminal Activity</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **EVICTION PROCEDURES – CRIMINAL ACTIVITY**

### **Purpose:**

To outline the policy and procedures used by Rental Property Management when ending a tenancy and terminating a rental agreement by way of an eviction for criminal activity.

### **Policy:**

1. Any Tenant may be given Eviction Notice if the Tenant or another occupant of the Rental Unit commits an illegal act or crime or carries on an illegal trade, business or occupation, or permits a person to do so in the Rental Unit or the residential complex.
2. In order to proceed with an eviction based on illegal and/or criminal activity it must be proven by a Wikwemikong Tribal Police report that such illegal and/or criminal activity occurred at the Rental Unit in question. Any complaint of illegal and/or criminal activity that is issued against the address of the Rental Unit will affect the current Tenant regardless of whether the current Tenant was responsible for the activity that resulted in the Wikwemikong Tribal Police Report.
3. A written Eviction Notice from the Rental Property Management under this section shall set out the grounds to vacate and shall provide an eviction date not earlier than
  - a. the tenth (10<sup>th</sup>) day after the notice is given, in the case of a notice grounded on an illegal act, trade business or occupation involving:
    - i. the production of an illegal drug or substance,
    - ii. the trafficking of an illegal drug or substance, or
    - iii. the possession of an illegal drug or substance for the purposes of trafficking.
  - b. the twentieth (20<sup>th</sup>) day after the notice is given, in all other cases
4. This notice is hand delivered to the Tenant by Rental Property Management staff. Rental Property Management staff will have the Tenant sign a service memo indicating that he/she received the Eviction Notice and the date and time the Eviction Notice was served.
5. The Chief and Council are notified via written memorandum of the upcoming eviction(s) on the same date that the Eviction Notice is delivered to the Tenant. The memorandum includes the date and time the eviction will take place, but not the name of the Tenant.
6. The Wikwemikong Tribal Police are notified via written memorandum of the eviction on the same date that the Eviction Notice is delivered to the Tenant. Rental Property Management provides the address and the name of the tenant being evicted and the date and time that the evictions will take place to the Wikwemikong Tribal Police.
7. After the eviction date has passed, two Rental Property Management staff go to the Rental Unit to ensure the Rental Unit has been vacated and to change the locks on the Rental Unit.

<b>Section: Termination of Agreements</b>	<b>Policy Number: RPM – 510</b>
<b>Sub-section: Eviction Procedures – Criminal Activity</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 2</b>	

8. If the Tenant is not at the Rental Unit at the time for eviction, Rental Property Management enters the Rental Unit; changes the locks; and ensures all windows are locked.
9. If the Tenant is home, Rental Property Management staff will advise the Tenant that he/she must immediately leave the Rental Unit, and then proceed to change the locks and ensure the windows are locked. If the Tenant refuses to leave, Rental Property Management contacts the Wikwemikong Tribal Police to have the Tenant escorted out of the Rental Unit.
10. After the Tenant has vacated the Rental Unit and Rental Property Management has secured the Rental Unit, a written notice is posted on the door of the Rental Unit, which indicates “Do Not Enter”, and that Rental Property Management has taken possession of the Rental Unit.
11. If the Tenant requires more time to vacate the Rental Unit, the Tenant must make prior arrangements through Rental Property Management before Rental Property Management attends at the date and time set out in the Eviction Notice to change the locks and secure the Rental Unit. Under no circumstances will a key to the Rental Unit be given to any former Tenant after the locks to the Rental Unit have been changed.
12. Any personal belongings left within the rental unit will be removed as per Section 513 – Abandoned Possessions of this policy.
13. The former Tenant is informed that he/she may reapply to Rental Property Management after 6 months following the date of the eviction and provided the entire rental arrears are paid in full.
14. A Tenant has the right to appeal an eviction. *(Refer to Section RPM – 900 – Dispute Resolution and Appeals).*

<b>Section: Termination of Agreements</b>	<b>Policy Number: RPM – 511</b>
<b>Sub-section: Eviction Procedures – Residency</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **EVICION PROCEDURES – RESIDENCY**

### **Purpose:**

To outline the policy and procedures used by Rental Property Management when ending a tenancy and terminating a rental agreement by way of an eviction due to the tenant no longer being eligible to reside in Wikwemikong pursuant to the Wikwemikong Residency By-law or Wikwemikong Band Council Resolution.

### **Policy:**

1. Upon written notice or confirmation from Chief and Council or Wikwemikong Tribal Police, informing Rental Property Management of a tenant's banishment from Wikwemikong, Rental Property Management may immediately terminate the tenancy and an Eviction Notice will be issued.
2. The Tenancy Eviction Notice will be delivered:
  - a. by registered mail to the mailing address noted on the Tenant file;
  - b. by hand to an adult person living at the Rental unit;
  - c. or posted to the front door of the property with a third-party as witness to the delivery of the notice.
3. The Eviction Notice confirms that the tenant has five (5) days, or a lesser period if specified by Chief and Council or Wikwemikong Tribal Police, to remove themselves and any personal belongings from the unit. It shall also confirm the date and time for which Rental Property Management shall take possession of the rental unit, if necessary.
4. As a follow-up, the Chief and Council are notified via written memorandum of the upcoming eviction(s) including the date and time the eviction will take place.
5. As a follow-up, the Wikwemikong Tribal Police are notified via written memorandum of the evictions providing the address and name of the Tenant being evicted and the date and time that the evictions will take place.
6. Two Rental Property Management staff members attend the Rental Unit to ensure the Rental Unit has been vacated and to change the locks on the Rental Unit.
7. If the Tenant is not at the Rental Unit at the time for eviction Rental Property Management enters the Rental Unit; changes the locks; and ensures all windows are locked.
8. If the Tenant is home, Rental Property Management staff will advise the Tenant that he/she must immediately leave the Rental Unit, and then proceed to change the locks and ensure the windows are locked. If the Tenant refuses to leave, Rental Property Management contacts the Wikwemikong Tribal Police to have the Tenant escorted out of the Rental Unit.

<b>Section: Termination of Agreements</b>	<b>Policy Number: RPM – 511</b>
<b>Sub-section: Eviction Procedures – Residency</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 2</b>	

9. After the Tenant has vacated the Rental Unit and Rental Property Management has secured the Rental Unit, a written notice is posted on the door of the Rental Unit, which indicates “Do Not Enter”, and that Rental Property Management has taken possession of the Rental Unit.
  
10. If the Tenant requires more time to vacate the Rental Unit, the Tenant must make prior arrangements through Rental Property Management before Rental Property Management attends at the date and time set out in the Eviction Notice to change the locks and secure the Rental Unit. Under no circumstances will a key to the Rental Unit be given to any former Tenant after the locks to the Rental Unit have been changed.
  
11. Any personal belongings left within the rental unit will be removed as per Section 513 – Abandoned Possessions of this policy.

<b>Section: Termination of Agreements</b>	<b>Policy Number: RPM – 512</b>
<b>Sub-section: Death of a Tenant</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **DEATH OF TENANT**

### **Purpose:**

To outline the policy and procedures used by Rental Property Management when ending a tenancy and terminating a rental agreement due to the death of a tenant.

### **Policy:**

1. If a tenant of a rental unit dies and there is a remaining tenant of the rental unit. The remaining tenant(s) shall be considered the Tenant, provided that he or she is otherwise qualified to occupy the unit. A new rental agreement must be entered into within thirty (30) days after the death of the deceased tenant.
2. If a tenant of a rental unit dies and there are no other tenants of the rental unit, the tenancy shall be deemed to be terminated thirty (30) days after the death of the tenant.
3. The landlord shall, until the tenancy is terminated:
  - a. preserve any property of a tenant who has died that is in the rental unit other than property that is unsafe or unhygienic;
  - b. grant the executor or administrator of the tenant's estate; or
  - c. if there is no executor or administrator, grant a member of the tenant's family reasonable access to the rental unit for the purpose of removing the tenant's property. Said family member must sign a release stating that they take responsibility to the deceased's estate for any property removed or disposed of.
4. Upon the termination of the tenancy, Rental Property Management enters the Rental Unit; changes the locks; and ensures all windows are locked.
  1. Any arrears or outstanding balance on the account of the deceased tenant will be submitted to the executor or administrator for claim against the estate. This paragraph may include variations on the collection of arrears, as per instruction from the Wikwemikong Estates Program.
  2. Any personal belongings left within the rental unit will be removed as per Section 513 – Abandoned Possessions of this policy.

<b>Section: Termination of Agreements</b>	<b>Policy Number: RPM – 513</b>
<b>Sub-section: Abandoned Possessions</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **ABANDONED POSSESSIONS**

### **Purpose:**

To outline the policy and procedure used by Rental Property Management in the removal and disposal of abandoned possessions and personal belongings left within rental units when a tenancy has ended and the rental agreement has terminated.

### **Policy:**

1. The landlord may dispose of the goods, if the landlord believes on reasonable grounds that –
  - a. The storage of goods would be unhealthy or unsafe
  - b. It would cause the market value of the goods to be completely or substantially depreciated
  - c. The cost of removing, storing and selling the goods would be more than the proceeds of the sale of the goods.
  
2. If paragraph 1 does not apply, the landlord must store the goods safely for a period of one month. If at the end of this time, the goods have not been reclaimed, the landlord may –
  - a. Sell the goods by auction
  - b. If goods remain unsold, the landlord may dispose of them in another way
  
3. Before the goods are disposed of, the former tenant has the opportunity to reclaim possession of the goods by paying the reasonable removal and storage costs to the landlord.

<b>Section: Home Ownership</b>	<b>Policy Number: RPM – 600</b>
<b>Sub-section:</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **HOME OWNERSHIP**

### **Purpose:**

To outline the policies and procedures used by rental property management in the valuation of and discharge of rental units when a tenant wishes to purchase the unit.

### **Policy:**

1. The Home Ownership section applies only to Single Dwelling (House) rental units within the portfolio of Rental Property Management.
2. This section applies to the following scenarios:
  - a. Purchase within five years of occupancy;
  - b. Purchase after five years of occupancy; and
  - c. Purchase upon mortgage completion.

<b>Section: Home Ownership</b>	<b>Policy Number: RPM – 601</b>
<b>Sub-section: Purchase Within Five Years Of Occupancy</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **PURCHASE WITHIN FIVE YEARS OF OCCUPANCY**

### **Purpose:**

To outline the policy and procedure used by Rental Property Management in valuing and discharging a rental property management when a Tenant wishes to purchase the unit within the first five (5) years of occupancy.

### **Policy:**

1. The characteristics of the project, of the title and of the mortgage financing do not prevent the division of the project into parts and the viability of the project will not be affected.
2. The sale of individual units within the project to the tenants may be approved by Wikwemikong Unceded Indian Reserve and the following conditions will apply:
  - a. the tenant is a band member of Wikwemikong;
  - b. Are the current occupants of the unit;
  - c. Are in good standing with WUIR, no outstanding arrears;
  - d. That the unit is a single unit; and
  - e. Tenant has own source funding through a financial institution
3. The tenant must submit their request to Rental Property Management, in writing, indicating their intention of purchasing the unit.
4. During the first five years of occupancy, the initial tenant may purchase the unit at the original book value.
5. A subsequent tenant may purchase the unit at the market value as determined by Wikwemikong Unceded Indian Reserve at the date the tenant occupied the unit, or the book value whichever is greater, if the purchase is made within the first five years from the date the unit is occupied.
6. Once the value of the unit is determined this information will be forwarded to the tenant, in writing.
7. The tenant can use such document for a purchase price for financing purposes.
8. Once approved through the financial institution the tenant will return to Rental Property Management to meet and discuss the final cost.
9. Existing financing may not be assumed on the sale of a unit, and the mortgage or the proportionate unit balance outstanding on the blanket mortgage shall be repaid.
10. Prior written approval by Canada Mortgage and Housing Corporation (CMHC) of the terms and conditions of each sale is required.



<b>Section: Home Ownership</b>	<b>Policy Number: RPM – 601</b>
<b>Sub-section: Purchase Within Five Years Of Occupancy</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 2</b>	

11. Once approved, the tenant shall pay the amount and a transfer of house ownership will be completed.
12. In the event of on-reserve mortgage through a financial institution, the land shall remain in the Band's name until such mortgage is paid in full.
13. If the tenant pays the house in full without a mortgage the house and land shall be transferred to their name.
14. The unit shall be removed from the insurance listing of Wikwemikong.
15. The profit on the sale of each unit will be used as agreed to by CMHC, including applications against the outstanding mortgage balance or for the acquisition of additional units. Consent to the replacement of a unit or units (built or renovated to the applicable standards) and the Project description (Schedule "A") amended accordingly. To be acceptable the replacement unit must be unencumbered and the occupant must meet the Client Selection criteria. The sale proceeds may be utilized for the construction or renovation costs.
16. Upon sale of each unit, the maximum federal assistance available to the project will be reduced by an amount proportionate to the approved capital cost applicable to the unit sold. This shall require a proportionate reduction to the Project's debt servicing and loan balance.

<b>Section: Home Ownership</b>	<b>Policy Number: RPM – 602</b>
<b>Sub-section: Purchase After Five Years Of Occupancy</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **PURCHASE AFTER FIVE YEARS OF OCCUPANCY**

### **Purpose:**

To outline the policy and procedure used by Rental Property Management in valuing and discharging a rental property management when a Tenant wishes to purchase the unit after the first five (5) years of occupancy.

### **Policy:**

1. The characteristics of the project, of the title and of the mortgage financing do not prevent the division of the project into parts and the viability of the project will not be affected.
2. The sale of individual units within the project to the tenants may be approved by Wikwemikong Unceded Indian Reserve and the following conditions will apply:
  - a. The tenant is a band member of Wikwemikong;
  - b. Are the current occupants of the unit;
  - c. Are in good standing with WUIR, no outstanding arrears;
  - d. That the unit is a single unit; and
  - e. Tenant has own source funding through a financial institution
3. The tenant must submit their request to Rental Property Management, in writing, indicating their intention of purchasing the unit.
4. After five years of occupancy, the subsequent tenant must purchase the unit at the market value at the time of purchase, or the book value at the date of purchase whichever is greater.
5. Once the value of the unit is determined this information will be forwarded to the tenant, in writing.
6. The tenant can use such document for a purchase price for financing purposes.
7. Once approved through the financial institution the tenant will return to Rental Property Management to discuss the final cost.
8. Existing financing may not be assumed on the sale of a unit, and the mortgage or the proportionate unit balance outstanding on the blanket mortgage shall be repaid.
9. Prior written approval by Canada Mortgage and Housing Corporation (CMHC) of the terms and conditions of each sale is required.
10. Once approved, the tenant shall pay the amount and a transfer of house ownership will be completed.

<b>Section: Home Ownership</b>	<b>Policy Number: RPM – 602</b>
<b>Sub-section: Purchase After Five Years Of Occupancy</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 2</b>	

11. In the event of on-reserve mortgage through a financial institution, the land shall remain in the Band's name until such mortgage is paid in full.
12. If the tenant pays the house in full without a mortgage the house and land shall be transferred to their name.
13. The unit shall be removed from the insurance listing of Wikwemikong.
14. The profit on the sale of each unit will be used as agreed to by CMHC, including applications against the outstanding mortgage balance or for the acquisition of additional units. Consent to the replacement of a unit or units (built or renovated to the applicable standards) and the Project description (Schedule "A") amended accordingly. To be acceptable the replacement unit must be unencumbered and the occupant must meet the Client Selection criteria. The sale proceeds may be utilized for the construction or renovation costs.
15. Upon sale of each unit, the maximum federal assistance available to the project will be reduced by an amount proportionate to the approved capital cost applicable to the unit sold. This shall require a proportionate reduction to the Project's debt servicing and loan balance.

<b>Section: Home Ownership</b>	<b>Policy Number: RPM – 603</b>
<b>Sub-section: Purchase Upon Mortgage Completion</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **PURCHASE UPON MORTGAGE COMPLETION**

### **Purpose:**

To outline the policy and procedure used by Rental Property Management in valuing and discharging a rental property management when a Tenant wishes to purchase the unit after mortgage completion.

### **Policy:**

1. Each phase has a mortgage which has a total amortization period of 20 or 25 years.
2. Upon completion of the mortgage a subsidy will no longer be received from CMHC and therefore any administration and maintenance costs will be derived from the rent received only.
3. The Band will transfer the house ownership to the tenant if the following conditions are met:
  - a. The tenant is a band member of Wikwemikong;
  - b. Are the current occupants of the unit;
  - c. Are in good standing with WUIR, no outstanding arrears;
  - d. That the unit is a single unit; and
  - e. The tenant has resided in the unit during the entire mortgage.
4. If a tenant has resided in the rental unit for less than the amortization period of the mortgage, the tenant may still obtain ownership of the rental unit by meeting with the Finance Committee to determine the final cost.
5. Ongoing maintenance and administrative costs will be the sole responsibility of the tenant once the transfer of house ownership is made.
6. In the event of on-reserve mortgage through a financial institution, the land shall remain in the Band's name until such mortgage is paid in full.
7. If the tenant pays the house in full without a mortgage the house and land shall be transferred to their name.
8. The unit shall be removed from the insurance listing of Wikwemikong.

<b>Section: Vehicle Policy</b>	<b>Policy Number: RPM – 700</b>
<b>Sub-section:</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **VEHICLE POLICY**

### **Purpose:**

This policy is intended to ensure that all Rental Property Management employees understand procedures and processes that will clarify safety, maintenance and responsibilities of being designated as a primary driver under this policy.

### **Policy:**

1. Rental Property Management vehicles are to be used by Rental Property Management employees only.
2. Rental Property Management vehicles shall only be used:
  - a. to complete or process scheduled maintenance work orders pertaining to Wikwemikong rental units;
  - b. to pick up supplies from other vendors, on or off-reserve;
  - c. to travel to pre-approved training sessions or workshops, on or off-reserve; and,
  - d. as otherwise directed by the Rental Property Manager.
3. The Rental Property Management Maintenance Person(s) will be responsible for, maintenance, scheduling and safeguarding of their designated vehicles. The Rental Property Management Maintenance Personnel will be considered to be the primary driver of all Rental Property Management vehicles unless another person is the primary driver from time to time.
4. Rental Property Management may revoke the driving privileges of any Rental Property Management employee at any time with just cause.

<b>Section: Vehicle Policy</b>	<b>Policy Number: RPM – 701</b>
<b>Sub-section: Vehicle Maintenance</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **VEHICLE MAINTENANCE**

### **Purpose:**

To outline the policy and procedures used by Rental Property Management in the care and maintenance of Rental Property Management vehicles.

### **Policy:**

1. Rental Property Management vehicles shall be regularly serviced every 5,000 kms (five thousand kilometres) or as required by the Owner's Manual and/or Warranty. Regular service shall include oil and filter, change and lubrication. The service will be completed by the closest available certified garage with time available to complete service.
2. Other regular vehicle maintenance shall follow the recommended service plan in the owner's manual. It is the responsibility of the primary driver to schedule servicing in advance of the service date.
3. Any additional repairs and maintenance will be approved in advance by the Rental Property Manager.
4. The vehicles requiring repairs shall be completed at the appropriate local dealership, except in emergency circumstances.
5. Vehicles shall be maintained and coordinated by Rental Property Management, and a record of scheduled service kept.
6. It is the responsibility of the primary driver to ensure that all Rental Property Management vehicles are kept smoke-free.
7. It is also the responsibility of the primary driver to ensure that their vehicle is free of dust and garbage.
8. All Rental Property Management employees are expected to care for any Rental Property Management property entrusted to them and are liable to ensure that all property remains in the same condition.
9. If Rental Property Management property is damaged, the Rental Property Manager will assess whether the employee to whom it was entrusted should be responsible to repair or replace the property in question because the employee was careless, negligent or was responsible for willful damage.

<b>Section: Vehicle Policy</b>	<b>Policy Number: RPM – 702</b>
<b>Sub-section: Vehicle Insurance</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **VEHICLE INSURANCE**

**Purpose:**

To outline the policy used by Rental Property Management for the insurance of Rental Property Management vehicles.

**Policy:**

1. Rental Property Management vehicles shall be insured as required by the Wikwemikong Unceded Indian Reserve Finance Policy and in accordance with the Technical Services procedures.

<b>Section: Vehicle Policy</b>	<b>Policy Number: RPM – 703</b>
<b>Sub-section: Vehicle Usage</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **VEHICLE USAGE**

### **Purpose:**

To outline the policy used by Rental Property Management for defining the appropriate usage of Rental Property Management vehicles.

### **Policy:**

1. Personal use of Rental Property Management vehicles is strictly prohibited.
2. Personal use is defined as purposes that are for the primary driver's benefit and not conducted for the business operations of Rental Property Management. This may include items of a personal nature including running errands, chaperoning children, shopping, laundry and providing rides to immediate family, friends or relatives.
3. Finance Committee members are prohibited from using Rental Property Management vehicles for business or pleasure.
4. Other organizations and agencies are also prohibited from using Rental Property Management vehicles.



<b>Section: Vehicle Policy</b>	<b>Policy Number: RPM – 704</b>
<b>Sub-section: Licensed Operators/Drivers</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## LICENSED OPERATORS/DRIVERS

### **Purpose:**

To outline the policy used by Rental Property Management for defining the appropriate license requirements and qualifications for drivers of Rental Property Management vehicles.

### **Policy:**

1. All employees operating Rental Property Management vehicles must possess a valid driver's licence in the Province of Ontario with no less than a class "G" license.
2. All employees shall provide a copy of their driver's license to Rental Property Management. In addition the employees shall provide a driver's abstract each September. Each primary driver of Rental Property Management vehicles shall sign "Terms and Conditions for Permanent Status of Employment for the Rental Property Management Maintenance personnel".
3. Any Rental Property Management employee who is charged with a criminal offence while operating a Rental Property Management vehicle must report it immediately to the Rental Property Manager and will not be allowed to drive any Rental Property Management vehicles pending the outcome of the criminal charge. Any Rental Property Management employee who is charged with a Highway Traffic Act or municipal traffic offence while operating a Rental Property Management vehicle must report it immediately to the Rental Property Manager and, at the discretion of the Rental Property Manager, may have some or all of his or her driving privileges revoked for a period of time to be set by the Rental Property Manager.
4. Drivers of Rental Property Management vehicles must obey all municipal and provincial highway traffic acts and regulations.

<b>Section: Vehicle Policy</b>	<b>Policy Number: RPM – 705</b>
<b>Sub-section: Scheduling of Vehicle</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **SCHEDULING OF VEHICLE**

### **Purpose:**

To outline the policy used by Rental Property Management for the scheduling of Rental Property Management vehicles.

### **Policy:**

1. Proper notification is required from Rental Property Management employees to notify the appropriate primary driver of their intention to use the vehicle.
2. The temporary driver shall be responsible for cleaning and re-fuelling of the vehicle prior to its return to the primary driver.
3. Employees shall arrange appropriate means of drop off and pick up of the vehicle. Whenever possible, the drop off should be the primary driver's residence.

<b>Section: Vehicle Policy</b>	<b>Policy Number: RPM – 706</b>
<b>Sub-section: Storage and Security</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **STORAGE AND SECURITY**

### **Purpose:**

To outline the policy used by Rental Property Management for defining the appropriate storage and security of Rental Property Management vehicles.

### **Policy:**

1. When the primary driver is away from their primary residence for more than 24 hours, it is their responsibility to ensure that the vehicle is parked at a designated residence of another Rental Property Management employee.
2. Primary drivers shall ensure that the vehicle in their care is appropriately secured and safeguarded at all times.

<b>Section: Vehicle Policy</b>	<b>Policy Number: RPM – 707</b>
<b>Sub-section: Incidents</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## INCIDENTS

### **Purpose:**

To outline the policy and procedures used by Rental Property Management in reporting and documenting incidents involving Rental Property Management vehicles.

### **Policy:**

1. All incidents resulting in damages to a Rental Property Management vehicle shall be reported immediately by the driver.
2. Rental Property Management is not responsible for payment of highway traffic act or municipal regulation infractions or for parking tickets.
3. In the case of accidents,
  - a. Employees shall:
    - i. Get first aid immediately;
    - ii. Contact the local police authority immediately;
    - iii. Tell the Rental Property Manager about the accident and any injuries sustained in the accident; and
    - iv. Provide a statement regarding the accident to the police.
  - b. The primary driver shall:
    - i. Provide a written report as well as photo documentation describing the nature of any damage to the vehicle and the circumstances of the accident to the police authority involved and to Rental Property Management.
  - c. Rental Property Management shall:
    - i. Arrange and pay for transportation for the driver of the vehicle to get medical care if necessary; and,
    - ii. Pay employee's wages for the day of accident;

<b>Section: Vehicle Policy</b>	<b>Policy Number: RPM – 709</b>
<b>Sub-section: Duration</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **PASSENGER**

### **Purpose:**

To outline the policy and procedures used by Rental Property Management regarding passengers of Rental Property Management vehicles.

### **Policy:**

1. Any person operating a Rental Property Management vehicle will ensure that the vehicle passenger limit is not exceeded.
2. Employees are permitted to transport other Rental Property Management staff or contractors to and from Rental Property Management related activities only.
3. The primary drivers may only allow other Rental Property Management employees to drive the vehicle.
4. The driver shall ensure that seat belts are worn by all passengers at all times.

<b>Section: Asset Maintenance</b>	<b>Policy Number: RPM – 801</b>
<b>Sub-section: General</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## GENERAL

Wikwemikong Unceded Indian Reserve owns and operates an extensive portfolio of residential rental buildings and land assets utilized to offer safe and affordable housing to Wikwemikong Community Members. This section provides a management framework to ensure that these assets are maintained effectively to support a prolonged asset life expectancy. This section also provides a consistent approach to the maintenance of all WUIR Rental Property Assets and defines the roles and responsibilities of Rental Property Management and staff.

### 1. Purpose:

To outline the roles and responsibilities of Rental Property Management and define the funding allocation responsibilities to achieve effective maintenance of WUIR Rental Property Assets

### 2. Objectives:

The objectives of this policy are to:

- a. Clarify maintenance responsibilities for land and building assets;
- b. Specify the minimum requirements for the management of maintenance;
- c. Ensure that assets are adequately maintained;
- d. Ensure that associated risks are effectively managed;
- e. Ensure regulatory compliance
- f. Ensure that land and building assets perform effectively and efficiently throughout their service life;
- g. Ensure appropriate decisions are made in selecting maintenance strategies; and
- h. Ensure that a sound basis exists for the allocation of maintenance funds

### 3. Preamble:

Maintenance funds will be used to achieve the greatest possible benefit for WUIR Rental Property Asset buildings and associated infrastructure. Within the constraints of available resources, WUIR Rental Property Assets will be maintained to the best possible standard while meeting regulatory obligations and the operational needs of tenants and the community. Choosing between the many competing demands on these maintenance funds is a difficult and demanding task, especially in a climate of increasing costs brought about by factors such as rapid growth in asset inventory and a pattern of shortening tenancy length.

Maintenance funding is prioritized within budget levels and will be allocated in consideration of the following factors:

- i. Regulatory compliance;
- j. Health and Safety;
- k. Risk management;
- l. Asset life cycles;
- m. Public appearance;
- n. Property loss/damage

<b>Section: Asset Maintenance</b>	<b>Policy Number: RPM – 802</b>
<b>Sub-section: Scope and Responsibility</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## SCOPE AND RESPONSIBILITY

### Purpose:

To outline the policy used by Rental Property Management in defining the scope and responsibility of the maintenance of rental units within the portfolio of Rental Property Management.

### Policy:

1. WUIR Rental Property Management generally is the sole provider of maintenance services for WUIR Rental Property Assets. As Wikwemikong Unceded Indian Reserve is the owner of land and building assets, Rental Property Management is responsible for:
  - a. Acting as ‘building owner’ in respect to asset management and compliance with regulatory building and maintenance requirements;
  - b. The maintenance and repair of the buildings, equipment and services set out in column 2 of Appendix A of this document; and
  - c. Setting up Service Level Agreements where additional requirements are required outside of this Asset Maintenance Policy.
  
2. Tenants and Occupants are responsible for:
  - a. Ensuring that premises are kept in a safe and tidy condition;
  - b. Reporting building and maintenance related faults to Rental Property Management, as per RPM 405 Maintenance;
  - c. Funding building and maintenance related work that falls outside the scope of this Asset Maintenance Policy; and
  - d. Equipment, property, or appliances not owned by Wikwemikong Unceded Indian Reserve.
  
3. Facilities that fall outside Rental Property Management’s responsibility are:
  - a. Facilities owned by Wikwemikong Unceded Indian Reserve but not managed by Rental Property Management. (Administrative Offices, Health Centre, Education Facilities Etc.)
  - b. Private Ownership Dwellings

**NOTE:** this section **does not** cover vehicle asset management or vehicle asset maintenance. Please refer to RPM – 700 Vehicle Policy and RPM – 702 Vehicle Maintenance.

<b>Section: Asset Maintenance</b>	<b>Policy Number: RPM – 803</b>
<b>Sub-section: Maintenance Standards</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **MAINTENANCE STANDARDS**

### **Purpose:**

To outline the policy used by Rental Property Management in defining the standards used in the maintenance of rental units within the portfolio of Rental Property Management.

### **Policy:**

1. Each property will be allocated an Importance Rating. Maintenance Standards will vary depending on the importance of the asset as per the guideline below:
  - a. Not Important                      Carry out only essential maintenance
  - b. Low Importance                      Defer non-essential maintenance where possible
  - c. Fair Importance                      Carry out maintenance based on risk assessment
  - d. Important                              Maintain to the best standard that resources allow
  - e. Very Important                      Maintain to a very high standard
  
2. In relation to e., there will always be some assets and properties which, because of their importance, their prominence, aesthetic value or historical significance, must be maintained at a higher standard



<b>Section: Asset Maintenance</b>	<b>Policy Number: RPM – 804</b>
<b>Sub-section: Maintenance Strategies</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## MAINTENANCE STRATEGIES

### Purpose:

To outline the policy used by Rental Property Management in identifying categories of maintenance and the strategies used in the maintenance of rental units within the portfolio of Rental Property Management.

### Policy:

1. Rental Property Management will assign each maintenance item one of the following Maintenance Categories:
  - a. **Preventative Maintenance** is maintenance which is carried out to prevent an item from failing or wearing out by providing systematic inspection, detection and prevention of developing failures. Preventative Maintenance is usually programmed or scheduled.
  - b. **Regulatory Maintenance** is when equipment such as lifts, fire systems, and air conditioning systems are serviced and maintained in accordance with legislative requirements.
  - c. **Corrective Maintenance** can be defined as maintenance that is required to bring an item back to working or acceptable order when it has failed or worn out.
  - d. **Backlog Maintenance** is maintenance that is necessary to prevent the deterioration of an asset or its function but which has not yet been carried out.
  
2. Rental Property Management will use the following strategies with regards to the carrying out of maintenance in the respective maintenance categories:
  - a. **Preventative Maintenance** – preventative maintenance tasks are scheduled and work orders are generated for the Maintenance Supervisor and trade contractors or consultants are hired as required. Preventative maintenance work is prioritized to undertake intervention action to reduce failure of assets and equipment before it wears out. The preventative maintenance schedule is reviewed by the Maintenance Supervisor and Rental Property Manager; new items are added as assets and equipment is acquired.
  - b. **Regulatory Maintenance** – Various Federal, Provincial and WUIR legislation may require Rental Property Management, as the building owner, to undertake specific tasks to ensure that facilities are fit for purpose and safe to use. Fire Equipment testing, lift maintenance, heating and ventilation unit servicing is required. Generally, Regulatory maintenance is contracted out to ensure it is performed as required by law and signed work sheets are provided to Rental Property Management verifying that the tasks have been performed.
  - c. **Corrective Maintenance** – this is handled through Rental Property Management’s tenant request, and maintenance management system through AIS Property Management Software. Rental Property Management Maintenance is generally responsible for carrying out corrective maintenance within the Asset Maintenance budgets if less than \$1,000.00. Prioritization of corrective maintenance works will be as per RPM – 803 Maintenance Standards and RPM – 808 Maintenance Priorities.

<b>Section: Asset Maintenance</b>	<b>Policy Number: RPM – 804</b>
<b>Sub-section: Maintenance Strategies</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 2</b>	

- d. **Asset Management Plan** – A five yearly programme designed to address major building repairs and replacement. The Asset Management Plan is generally used for building structure repairs, roof replacement, and other major repairs or replacement.
- e. **Backlog Maintenance** – an annual Deferred Maintenance Plan will be set up to address high priority backlog maintenance items. The Deferred Maintenance Plan is normally used to replace building elements that are at the end of their life cycle.

<b>Section: Asset Maintenance</b>	<b>Policy Number: RPM – 805</b>
<b>Sub-section: Funding Responsibilities</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
	<b>Page: 1</b>

## **FUNDING RESPONSIBILITIES**

### **Purpose:**

To outline the policy used by Rental Property Management in identifying funding responsibilities for the maintenance of rental units within the portfolio of Rental Property Management.

### **Policy:**

1. Rental Property Management is responsible for funding building repairs and maintenance that is due to normal wear and tear. Where possible, maintenance work resulting from misuse, vandalism, or tenant negligence will be charged to the appropriate party.
2. Work identified as legitimate maintenance items will be prioritized and programmed within funding levels. Tenants may choose to fund maintenance work if they require the work sooner than normal maintenance programs can provide

<b>Section: Asset Maintenance</b>	<b>Policy Number: RPM – 806</b>
<b>Sub-section: Asset Assessment</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## ASSET ASSESSMENT

### Purpose:

To outline the policy and procedures used by Rental Property Management in inspecting and assessing the condition of rental units within the portfolio of Rental Property Management.

### Policy:

1. A property audit will be carried out by Rental Property Management on all WUIR Rental Property Assets each year. The audit scope will encompass assessment of compliance with Regulatory requirements, condition of the asset, functionality and space utilization. Where resources are available, audits will be carried out as follows:
 

a. Level 3	Detailed Audit (Certified Inspection)	Eg. Healthy Home Inspection
b. Level 2	Walk Through Audit (Inspection)	Eg. RPM Condition Report
c. Level 1	Desktop Audit	Eg. Review of Maintenance File
  
2. Each property should undergo either a Level 2, or Level 3 audit at least every 5 years and a Level 1 audit each of the remaining years. Level 3 audits are undertaken by independent consultants to provide a comprehensive report for maintenance and rehabilitation purposes.
  
3. Building maintenance deficiencies will be identified and placed on appropriate work programs (Preventative Maintenance, Regulatory Maintenance, Corrective Maintenance, Asset Management Plan or Deferred Maintenance Plan)
  
4. Additionally, upon a Tenant vacating a Rental Unit for any reason whatsoever, Rental Property Management will make arrangements with the former Tenant to conduct an inspection of the Rental Unit.
  - a. Rental Property Management is responsible for the cost of all repairs to the Rental Unit that are considered to be "normal wear and tear".
  - b. If it is decided by Rental Property Management that damage to the Rental Unit is due to a negligent or willful act (if the Tenant purposely caused it or allowed it to be damaged), the Tenant is responsible for payment of the full cost of repair for the damages.
  - c. The real or estimated cost of repairing the damages will be invoiced to the former Tenant by Rental Property Management and must be paid in full by the Tenant prior to qualifying for another Rental Unit. Please refer to the list of *Standard Prices* for the cost of repairs/replacement

<b>Section: Asset Maintenance</b>	<b>Policy Number: RPM – 807</b>
<b>Sub-section: Maintenance Procurement</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
	<b>Page: 1</b>

## **MAINTENANCE PROCUREMENT**

### **Purpose:**

To outline the policy and procedures used by Rental Property Management in the procurement of Maintenance for rental units within the portfolio of Rental Property Management.

### **Policy:**

1. All regulatory and preventative maintenance services, as required, will be procured in accordance with Wikwemikong Unceded Indian Reserve Finance Policy. All contracts are to have measurable performance indicators established and performance reviews are to be carried out by the Maintenance Supervisor upon completion.
2. Deferred maintenance and major maintenance projects are tendered in the open market in accordance with the WUIR Finance Policy.
3. Corrective maintenance and some preventative maintenance are predominantly carried out by Rental Property Management Maintenance staff. Private contractors are also used for specialist work or where internal resources cannot deliver the work within a reasonable timeframe.

<b>Section: Asset Maintenance</b>	<b>Policy Number: RPM – 808</b>
<b>Sub-section: Maintenance Priorities</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## MAINTENANCE PRIORITIES

### Purpose:

To outline the policy and procedures used by Rental Property Management in identifying the priorities of Maintenance for rental units within the portfolio of Rental Property Management.

### Policy:

1. All tenant requests and maintenance work orders are assigned a priority rating. Rental Property Management determines the priority based on information received from the requestor. Priorities are allocated by the category the work requested falls into using the Maintenance Priority Allocation Standards.
2. Each priority has a response time which has been outlined below. A response time is the time it takes maintenance to first respond to the request and is not the actual work completion time. Completion of requests may be affected by a number of factors, for example, parts may need to be ordered, or equipment may need to be taken to another location for repair. Response and completion times may also be affected by the volume of requests received.
3. Priorities are listed on an “Emergency” to “Low” rating, with “Emergency” being the highest priority and “low” being the lowest priority.

Priority	Response Time	Category
<b>Emergency</b>	Within 1 Hour (normal working hours) Within 2 Hours (After-Hours)	Cases of serious safety or environmental hazard/incidents or serious asset damage  Objective: Make safe and minimize damage. RPM will attend ASAP
<b>High</b>	Within 1 Working Days	Cases of low risk safety hazards and malfunction of equipment
<b>Medium</b>	Within 5 Working Days	Asset requires non-urgent maintenance
<b>Low</b>	No specified response time	Routine Maintenance, scheduled work

<b>Section: Asset Maintenance</b>	<b>Policy Number: RPM – 809</b>
<b>Sub-section: Performance Management</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## PERFORMANCE MANAGEMENT

### Purpose:

To outline the policy and procedures used by Rental Property Management in management of performance of maintenance for rental units within the portfolio of Rental Property Management.

### Policy:

1. Rental Property Management will monitor Key Performance Indicators (KPIs) to ensure that the delivery of maintenance services meets desired standards. These KPIs are detailed below:

<b>KPI</b>	<b>Measure</b>	<b>Target</b>
<b>Response Time</b>	Response Time as per Section – 810 Maintenance Priorities	Achieve minimum 90% of specific response times
<b>Outstanding Work Orders</b>	No. over 30 Days No. over 60 Days No. over 90 Days	15% total work orders 10% total work orders 5% total work orders
<b>Asset Auditing</b>	% of buildings audited per Section – 806 Asset Assessment	Minimum 90%
<b>Customer Service Rating</b>	Score from customer surveys	Minimum 75%

<b>Section: Asset Maintenance</b>	<b>Policy Number: RPM – 810</b>
<b>Sub-section: Maintenance Request Intake</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

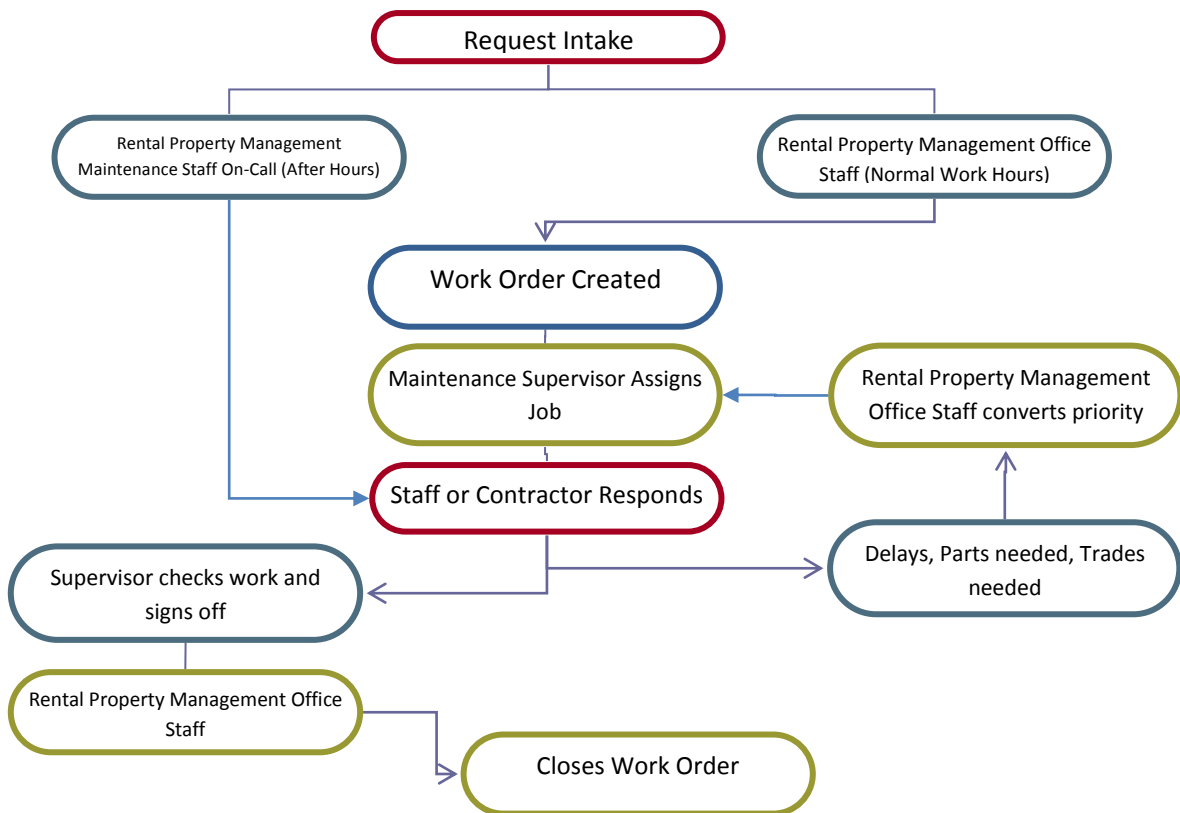
## MAINTENANCE REQUEST INTAKE

### Purpose:

To outline the policy and procedures used by Rental Property Management in Maintenance Request Intake for rental units within the portfolio of Rental Property Management

### Policy:

1. As per policy RPM-305 Maintenance Work Orders, all maintenance requests/faults are to be reported to the office of Rental Property Management.
2. Rental Property Management is open from 8:00 AM to 4:00 PM Monday through Friday except on WUIR recognized holidays. Outside these hours, requests will be received by on-call maintenance staff who will respond according to priority.
3. For greater certainty, the maintenance workflow is summarized below.



4. Rental Property Management is committed to maintaining a high level of customer service. Feedback is always welcome via our office. Service complaints regarding Maintenance should in the first instance be directed to the Maintenance Supervisor. Follow-up can then be made with the Rental Property Manager as per Section 900 – Dispute Resolution and Appeals of this Policy



<b>Section: Asset Maintenance</b>	<b>Policy Number: RPM – 811</b>
<b>Sub-section: Maintenance Charges</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **MAINTENANCE CHARGES**

### **Purpose:**

To outline the policy and procedures used by Rental Property Management in determining responsibility, and allocating and recovering maintenance costs of Tenants

### **Policy:**

1. Charges will apply for services provided by Rental Property Management Maintenance that fall outside the parameters of this maintenance policy.
2. Maintenance services will be delivered either in-house or assigned to service contractors. For work carried out by Rental Property Management Maintenance a flat hourly rate plus cost of any supplies will be applied. This rate is reviewed periodically at the Rental Property Manager's discretion.
3. In the instance a service contractor is engaged, maintenance work will be charged at cost. The cost of supervisory staff utilized in the delivery of service in this instance will not be included unless they provide labour to undertake the task

<b>Section: Asset Maintenance</b>	<b>Policy Number: RPM – 812</b>
<b>Sub-section: Fencing</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## FENCING POLICY

### Purpose:

To outline the policy and procedures used by Rental Property Management to permit or prohibit tenants requests to construct fences on properties within the portfolio of Rental Property Management

### Policy:

1. Under the terms of the written rental agreement that is signed by every Tenant, it is agreed that the Tenant will not construct or install a fence (or other structure) on the property upon which the Rental Unit is situated without the express written permission of Rental Property Management. It is important that this agreement is followed and that a request, in writing, is sent to Rental Property Management prior to the Tenant building or starting to build any fence or other structure on the property upon which the Rental Unit is situated.
2. It is also important that fence construction on different properties (and in different parts of the same property) be consistent in size and appearance of the Rental Unit and any other structures/fences already located on the property, and not detract from the overall appearance of the property upon which the Rental Unit is situated.
3. Rental Property Management and the Tenant have to protect the underground utilities, like telephone and electric power lines, during any construction process.
4. Fences or other structures that are installed without permission are a violation of the terms of the rental agreement and this policy, and the Tenant will be required to remove the structures at their own expense. If the Tenant fails to remove such structures when advised to do so and within the time advised to do so by Rental Property Management, Rental Property Management may arrange to remove the fence or other structure. The costs associated with such removal shall be invoiced to and paid by the Tenant.
5. The costs associated with the installation and on-going maintenance of any approved fencing or other structures are the sole responsibility of the Tenant. Cost-sharing arrangements may be made between two adjacent Tenants should he/she both wish to install a fence or other structure and are approved by Rental Property Management to install such a structure. Tenants collaborating on fence construction in this manner must both submit a written and signed request.
6. In the event that a Tenant is given permission to install a fence or other structure, the Tenant must follow these rules:
  - a. The Tenant must make arrangements for utility locates. The Wikwemikong Unceded Indian Reserve properties have a network of buried cables and pipes. This includes telephone, cable television, electric power lines, water, sewer and drainage pipes, etc. The Tenant is responsible for finding out where these utilities are *before* he/she begins to dig. If the Tenant damages any underground utility or cause any underground utility

<b>Section: Asset Maintenance</b>	<b>Policy Number: RPM – 812</b>
<b>Sub-section: Fencing</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 2</b>	

to be damaged during fence construction, the Tenant are responsible for the cost of repair or replacement.

- b. Any structure that is built must be permanent in nature. Temporary fencing structures are those without acceptable foundations. All fencing on Wikwemikong Unceded Indian Reserve property must be installed in properly-dug post holes that extend down to the frost line. Fences that are surface mounted using any system like deck-blocks are not permitted, since they are not sturdy enough. A temporary fencing structure may blow over or tip, with the potential for injuring tenants or damaging property owned by the Wikwemikong Unceded Indian Reserve.
  - c. The fence construction must use proper materials for the fence. In general, this means that any wood used must be pressure-treated and specifically designed for exterior exposure and all fittings and fasteners must be rustproof.
  - d. Fencing is to be left unfinished, with no paint, stain or other coating that would change its appearance.
  - e. The fence must be constructed to the standards and details for perimeter fencing or privacy fencing approved by Rental Property Management.
  - f. Fencing must be within the lot lines of the property upon which the Rental Unit is located and adhere to (property) lot lines.
  - g. Once the fence is erected, it becomes part of the property, and thus belongs to the Wikwemikong Unceded Indian Reserve. If the Tenant who had the fence or other structure installed ends his/her tenancy with Rental Property Management or moves to a new unit, the fence must not be removed or relocated without the permission of Rental Property Management. The Tenant will receive no compensation or payment from the Wikwemikong Unceded Indian Reserve for the cost of the installation or maintenance of the fence or other structure.
7. Rental Property Management will advise the Tenant in writing whether the Tenant is permitted to construct the fence or other structure and what additional conditions or requirements are being imposed on the construction and materials for the fence or other structure.

<b>Section: Asset Maintenance</b>	<b>Policy Number: RPM – 813</b>
<b>Sub-section: Satellite Dishes</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **SATELLITE DISHES**

### **Purpose:**

To outline the policy and procedures used by Rental Property Management to permit or prohibit tenants requests to install satellite dishes on properties within the portfolio of Rental Property Management

### **Policy:**

1. It is important that satellite dishes be installed in such a way as to avoid permanent damage to surfaces and finishes of the Rental Units, not endanger safety, and not detract from the overall appearance of the property.
2. Under the terms of the written rental agreement that is signed by every Tenant, it is agreed that the Tenant will not perform any alterations (including installation of a satellite dish) without the prior written permission of Rental Property Management. It is important that this agreement is followed and that a request, in writing, is sent to Rental Property Management prior to the installation of any satellite dish.
3. Satellite dishes that are installed without permission are a violation of the terms of the rental agreement, and the Tenant will be required to remove them at the tenant's own expense. If the Tenant fails to remove the satellite dish after being advised to do so by Rental Property Management or within the time frame indicated by Rental Property Management, Rental Property Management will arrange to have the satellite dish removed. The costs of such removal will be invoiced to, and paid entirely by the Tenant.
4. The Tenant is responsible for all costs associated with the installation of their satellite dish if such installation is approved in writing by Rental Property Management.
5. In the event that a Tenant is given written permission to install a satellite dish, the following rules must be followed:
  - a. Satellite dishes must be installed professionally, using fasteners of the appropriate type, strength and size to securely anchor the satellite dish to the building surface.
  - b. The dish must not be installed or anchored to any surface where such an installation will cause damage to siding, soffit, fascia, shingles, cladding, stucco, door framing, window framing or roofing.
  - c. Under no circumstances will dish installations be permitted on common surfaces of any buildings (eg: roofs of multi-unit buildings, end walls of townhouse buildings, perimeter fencing, light standards, etc).
  - d. The satellite dish must not be installed in any window or door opening in such a way as to prevent that window or door from operating properly and opening or closing to the full limit and extent that it was designed for.
  - e. All satellite cable must be securely anchored to the building using wire fasteners designed for that purpose. Cable runs shall be neat and unobtrusive, and shall not be left hanging loose or running diagonally across any building surface. Drilled holes for cable must not pass through window or door frames, soffit, fascia, siding or other finish which will be permanently damaged by that drilling.

<b>Section: Asset Maintenance</b>	<b>Policy Number: RPM – 813</b>
<b>Sub-section: Satellite Dishes</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 2</b>	

- f. Satellite dishes must be installed only on the exterior walls of the Tenant’s own Rental Unit. Under no circumstances can dishes be installed in other areas with long cable runs between dish and receiver.
  
6. The satellite dish is the Tenant’s property, and the tenant is responsible for any and all damage that may occur to that dish. This includes damage from rain, snow or ice, or from equipment, Rental Property Management may need to operate in the proximity of the Tenant’s satellite dish. In the event that Rental Property Management requires the dish to be temporarily removed to permit construction or routine maintenance work, the Tenant is responsible for the removal and replacement of that dish, including any subsequent damage that may occur as a result of that temporary removal.
  
7. Rental Property Management will advise the Tenant in writing whether the Tenant is permitted to install the dish.

<b>Section: Asset Maintenance</b>	<b>Policy Number: RPM – 814</b>
<b>Sub-section: Fire Damage</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **FIRE DAMAGE**

### **Purpose:**

To outline the policy used by Rental Property Management to define responsibilities of damage costs for fire damage.

### **Policy:**

1. The insurance policy carried by the Wikwemikong Unceded Indian Reserve has a deductible of \$25,000 for any damages to any Rental Unit. This means that each time there is a serious incident like a fire, flood or other damage; Wikwemikong Unceded Indian Reserve is responsible for paying the first \$25,000 of repair for those damages.
2. If it is determined that the damage is the responsibility of the Tenant, that Tenant is responsible for paying for the repairs to the unit.
3. Tenants are encouraged to obtain renters or content's insurance, which will pay this amount to the Wikwemikong Unceded Indian Reserve.

<b>Section: Dispute Resolution and Appeals</b>	<b>Policy Number: RPM – 901</b>
<b>Sub-section: Right to Occupy</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## **RIGHT TO OCCUPY**

### **Purpose:**

To outline the policy and procedures used by Rental Property Management when two or more persons who are co-tenants under an existing rental agreement are in dispute as to who has the right to continue occupancy of a rental unit.

### **Policy:**

1. If the Tenants are married or have been living common law for more than one year, and if both are members of the Band, then the unit will be considered to be held in joint tenancy and both persons have the joint and equal right to continue to occupy in the Rental Unit.
  - a. In the event that a couple described above separates or divorces, the parent who has custody and regular care of the children, and who is a member of the Band, alone, shall be considered to be the Tenant, and have the right to continue to occupy the unit provided he/she is otherwise qualified to occupy the rental unit. The other parent will no longer be considered a Tenant and has no right to occupy the rental unit.
  - b. If the custodial parent is not a member of the Band, the rental unit will be registered in the names of the children, provided he/she are under 19 years of age, and are members of the Band. In this case, the custodial parent will be considered the Tenant for purposes of this Policy and for all legal purposes and will have a right to occupy the Rental Unit so long as he/she remains the custodial parent and he/she is otherwise qualified to occupy the Rental Unit.
  - c. If the custodial parent is not a member of the Band the children are not members of the Band, the parent who is a member of the Band, alone, shall be considered to be the Tenant and have the right to continue to occupy the Rental Unit, so long as he/she is otherwise qualified to occupy the Rental Unit. The other parent is no longer considered a Tenant and has no right to occupy the Rental Unit. The Tenant parent may allow the children to occupy in the Rental Unit with him/her.
  - d. Upon resolution of the custody issue, the right to occupy the Rental Unit shall fall to the parent who has custody of the majority of the children, provided that person is a member of the Band or the children are members of the Band, and he/she is otherwise qualified to occupy the Rental Unit.
  - e. Should a situation arise where an equal number of children are in the custody of each parent and each parent wishes to occupy the Rental Unit, Rental Property Management shall address the matter of who has the right to continue to occupy the Rental Unit with both parents, and attempt to reach a solution which is agreeable to all parties.

<b>Section: Dispute Resolution and Appeals</b>	<b>Policy Number: RPM – 901</b>
<b>Sub-section: Right to Occupy</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 2</b>	

2. If the Tenants are not a couple, and if both are members of the Band, then the unit will be considered to be held in joint tenancy and both persons have the joint and equal right to continue to occupy in the Rental Unit.
  - a. Rental Property Management shall address the matter of who has the right to continue to occupy the Rental Unit with both persons, and attempt to reach a solution which is agreeable to all parties
  
3. If it is not possible to reach a solution, the Community Services and Infrastructure Committee will review the facts of the matter and shall make a decision as to who should occupy the Rental Unit. The Committee will invite all parties to make presentations to the Committee on who should occupy the Rental Unit. These presentations may be given in writing or in person. The Committee will also consider tenancy, rental agreement compliance, and payment history in their decision. The decision of the Community Services and Infrastructure Committee on this matter is final. There is no appeal for the decision on occupancy to the Chief and Council.
  
4. The person who is no longer considered a tenant can apply for assistance through Rental Property Management provided he/she is otherwise qualified to do so.



<b>Section: Dispute Resolution and Appeals</b>	<b>Policy Number: RPM – 902</b>
<b>Sub-section: Grievance Procedure</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## GRIEVANCE PROCEDURE

### Purpose:

To provide an avenue to help community members and Rental Property Management employees resolve conflicts with regards to Rental Property Management decisions, policies, and procedures.

### Policy:

1. A community member, applicant, tenant, or group may initiate a grievance where they feel that they were unfairly treated or that the Rental Property Management Policy has not been properly followed.
2. ***The following guidelines must be strictly adhered to by all grievance claimants. It is essential to ensure that all grievances are handled quickly and effectively. The person filing the grievance must progress their concern through the proper protocol within the defined time frames.***
  - a. Within five (5) days following the event which warrants a complaint using the Grievance Procedure, the person(s) must submit a written grievance stating all of their pertinent facts (dates, times, place, persons involved, witnesses, etc) in a signed and dated memo to the Rental Property Manager.
  - b. Upon receipt of a grievance, the Rental Property Manager will examine the grievance, including the facts and information supplied as well as any other related information that can be obtained regarding the matter.
  - c. Within ten (10) days of receiving the grievance, the Rental Property Manager will respond to the grievance in writing with information that will either allow the grievance to be resolved, or provide an explanation why the grievance is declined.
3. During the grievance period, a tenant will be allowed to remain in their rental unit until the issue has been resolved
4. In the event the person does not consider the problem to be resolved, they may within five (5) days of receiving the response, progress the grievance to an appeal under Section 603 – Appeal Procedure of this policy.

<b>Section: Dispute Resolution and Appeals</b>	<b>Policy Number: RPM – 903</b>
<b>Sub-section: Appeal Procedure</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

## APPEAL PROCEDURE

### Purpose:

To provide an avenue for community members to appeal decisions with regards to Rental Property Management decisions, policies, and procedures.

### Policy:

1. A person may want to appeal, or request a review of, a decision regarding the selection process for rental units, enforcing consequences for violation of policy or other related rental decisions related to their household.
2. An appeal will only be considered if the issue has progressed through the Grievance Procedure as per Section 602- Grievance Procedure of this policy.
3. ***The following guidelines must be strictly adhered to by all appellants. It is essential to ensure that all appeals are handled quickly and effectively. The person filing the appeal must progress their concern through the proper protocol of within the defined time frames.***
  - a. Within five (5) days of receiving a response through the Grievance Procedure, or if a response was not provided by the Rental Property Manager in the Grievance Procedure, the person must submit a written appeal with all of the information previously provided in the Grievance Procedure, including any response received in the Grievance Procedure and a brief explanation as to why they were not satisfied with the response received or outcome. This written appeal shall be submitted to Rental Property Management to the attention of the Community Services and Infrastructure Committee. It is the appellant's responsibility to present all and any relevant information at that time
  - b. In the event of an eviction appeal, a special committee meeting will be held within five (5) working days, subject to availability of committee members
  - c. All other appeals will be heard at the next scheduled committee meeting. The resource personnel will be available at the meeting for consultation.
  - d. The appellant must attend the committee meeting, if requested to do so.
  - e. The decision reached by the committee shall be communicated to the appellant, in writing, by the resource personnel on the following business day.
  - f. The decision of the committee with respect to the appeal shall be final and binding.
4. During the appeal process, a tenant will be allowed to remain in their rental unit until the issue has been resolved.

<b>Section: Dispute Resolution and Appeals</b>	<b>Policy Number: RPM – 903</b>
<b>Sub-section: Appeal Procedure</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 2</b>	

5. In considering the appeal, the Community Services and Infrastructure Committee will determine:
  - a. Whether Rental Property Management based its decision according to the rental policy, without bias or favouritism and without error in interpretation of the policy or law.
  - b. The seriousness of the breach
  - c. Any steps taken by the tenant to remedy the breach
  - d. Whether the breach was recurrent and, if it was recurrent, the frequency of the recurrences
  - e. The detriment caused, or likely to be caused, to the landlord by the breach
  - f. Whether the landlord has acted reasonably about the breach
  - g. Any other issues it considers appropriate
  - h. In hearing verbal appeals, the Community Services and Infrastructure Committee will ensure the appropriate parties are represented.
  
6. The committee may, after consideration of all the information presented during the appeal:
  - a. Request that Rental Property Management review its decision based on a corrected understanding of the policy
  - b. Order Rental Property Management to follow approved policy and priorities established
  - c. Affirm the decision made by Rental Property Management
  - d. Recommend amendments to the rental policies

<b>Section: Definitions</b>	<b>Policy Number: RPM - DEF</b>
<b>Sub-section:</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 1</b>	

**“Administrator”** of an estate is a person appointed to administer the estate of a deceased person who left no will.

**“Application Priority Worksheet”** is used to assess and assign a priority number for each application made to Rental Property Management.

**“Band”** means Wikwemikong Unceded Indian Reserve and its administrative office.

**“Band members”** shall mean all the registered members of the Wikwemikong Unceded Indian Reserve.

**“Chief & Council”** mean the elected leadership of the Wikwemikong Unceded Indian Reserve.

**“Common-law partner”** means a person who is not a spouse; with whom a person is living in a conjugal relationship, and to whom at least one of the following situations applies. He or she:

- a) Has been living in a conjugal relationship for at least 12 continuous months;
- b) Are the biological parents of a child (whether or not he/she are, or have been, married to each other, or are living, or have lived together).

**“Condition Report”** for residential premises and inclusions, means a report describing the physical condition of the premises and inclusions.

**“Dependent”** means a minor who is 18 years of age and younger and is included under the rental agreement of a parent or guardian.

**“Emergency repairs”** means work needed to repair any of the following:

- a) Serious roof leak;
- b) Dangerous electrical fault;
- c) Serious storm, fire or impact damage;
- d) Failure or breakdown of electricity or water supply to premises;
- e) Failure or breakdown of an essential service or appliance on premises for hot water, cooking or heating;
- f) A fault or damage that makes premises unsafe or insecure;
- g) A fault or damage likely to injure a person; damage property or unduly inconvenience a resident of premises;
- h) A serious fault in a staircase or other common area of premises that unduly inconveniences a resident in gaining access to, or using, the premises.

**“Emergency Sheltered”** means living in a supervised, publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, Provincial or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing).

**“Eviction Notice”** means a notice given by the landlord to the tenant requiring the tenant to hand over vacant possession of the premises to the landlord on a specified date.

<b>Section: Definitions</b>	<b>Policy Number: RPM - DEF</b>
<b>Sub-section:</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
<b>Page: 2</b>	

**“Executor”** refers to a person named by the maker of a will, to carry out the directions of the will.

**“Goods”** include possessions, animals, plants, money, documents and anything else of value.

**“Household Composition”** is determined by the people living together and their relationships to one another. The composition of the household determines a person's household size.

**“Inclusions”** for premises, means everything supplied with the premises for the tenants use.

**“Key”** of a lock means a device or information normally used to operate the lock.

**“Landlord”** is Wikwemikong Unceded Indian Reserve, as represented by Rental Property Management whom gives the right to occupy residential premises under a rental agreement.

**“Lock”** means a device securing a door, gate, window or another part of the premises.

**“Notice of Vacate”** means a notice given by the tenant to the landlord indicating the tenant’s intention to hand over vacant possession of the premises to the landlord on a specified date.

**“Premises”** includes a part of premises and land occupied with premises.

**“Provisionally Accommodated”** means having a primary nighttime residence that is, a room in a hotel or motel and lacking the resources necessary to reside there, or a room or shared space with a family member or friend that is not intended for or ordinarily used for regular sleeping accommodations.

**“Reasonable Wear”** unavoidable deterioration in the dwelling and its fixtures resulting from normal use. For example, carpet wear due to normal traffic is wear and tear, while a cigarette burn is avoidable and constitutes damages.

**“Rental agreement”** is an agreement under which a person gives someone else a right to occupy residential premises as a residence.

**“Representative”** of a person means-

- a) If the person is a corporation – an executive officer, employee or agent of the corporation; or
- b) If the person is an individual – an employee or agent of the individual.

**“Residential premises”** are premises used, or intended to be used, as a place of residence or mainly as a place of residence.

**“Risk of Displacement”** means being at risk of imminently losing current housing, having no subsequent residence identified; and lacking the resources or support networks needed to obtain other permanent housing.

**“Routine repairs”** means repairs that are not emergency repairs.

<b>Section: Definitions</b>	<b>Policy Number: RPM - DEF</b>
<b>Sub-section:</b>	<b>Effective Date: January 1, 2016</b>
<b>Approved: BCM 491-2015</b>	<b>Revision Date: August 1, 2015</b>
	<b>Page: 3</b>

**“Spouse”** applies to a person to who is legally married.

**“Sub-let”** is a legal arrangement between a tenant and another person where that person (the sublettee) agrees to live in the tenant’s rental unit, pay rent and respect the requirements of the rental agreement between the tenant and the landlord.

**“Tenant”** is the person to whom the right to occupy residential premises under a rental agreement is given.

**“Unsheltered”** means having primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, or camping ground.