

WEST MOBERLY FIRST NATIONS

HOUSING POLICY & PROCEDURES

RENT-TO-OWN

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TABLE OF CONTENTS

INTRODUCTION.....	1
DEFINITIONS	2
1 ADMINISTRATION OF THIS POLICY	9
2 ELIGIBILITY.....	10
3 APPLICATION PROCEDURES.....	11
4 ALLOCATION OF RESIDENTIAL UNITS.....	12
5 SPOUSAL BREAKDOWN OR DEATH OF A TENANT	14
6 CONSTRUCTION.....	17
7 TENANCY AGREEMENT	19
8 OCCUPANTS	20
9 GUESTS.....	20
10 PETS	20
11 QUIET ENJOYMENT.....	21
12 LOCKS	22
13 GIVING NOTICE.....	23
14 WMFN RIGHT TO ENTER	24
15 PAYMENT STRUCTURES AND RESPONSIBILITY	26
16 UNPAID RENT	28
17 ENDING TENANCY.....	30
18 REPAIRS, MAINTENANCE, AND RENOVATIONS – WMFN	33
19 MAINTENANCE – TENANT	36
20 IMPROVEMENTS.....	37
21 TENANT DAMAGE.....	39
22 RESPONSIBILITIES WHEN LIVING ON WMFN LANDS.....	40
23 INSPECTIONS	42
24 PROVISIONS FOR SUBLETTING	44
25 EXERCISING THE OPTION TO PURCHASE	47

INTRODUCTION

WMFN works diligently towards achieving the housing objectives of:

- Providing WMFN members access to quality housing on reserve lands that is appropriate to their needs;
- Fostering pride and personal responsibility among WMFN members for our housing and for our community;
- Establishing and operating an economically sustainable housing program on WMFN Lands.

To advance these objectives, WMFN, operating in accordance with prudent business practices and remaining fiscally responsible, will:

- Respond to WMFN members' housing requests and needs on WMFN Lands in an equitable and consistent manner
- Continuously strive to protect and improve the housing inventory, programs and services on WMFN Lands
- Inform WMFN members of WMFN housing initiatives
- Administer the housing policies in a fair, transparent, and accountable manner and, in so administering the housing policies, to honour the customary traditions and practices of West Moberly First Nations, while maintaining alignment with all respective regulatory and funding agreement requirements.

The WMFN Rent-to-Own program provides WMFN Members an opportunity to rent a Residential Unit on WMFN Lands. These Residential Units are rentals built by WMFN with financing through a mortgage and are owned by WMFN for the duration of the original mortgage loan period and thereafter unless and until an Option to Purchase is completed. The WMFN Member occupies the unit as a Tenant and pays Rent and Infrastructure Fees to cover the ongoing loan payments and operating costs for that specific Residential Unit.

Tenants have the Option to Purchase the Residential Unit after the original mortgage held by WMFN is discharged, pending qualifications outlined in this policy.

Only those Residential Units originally negotiated as Rent-to-Own shall be eligible for the Option to Purchase.

Development of Residential Units as per this policy will be at the discretion of Council.

DEFINITIONS

The following definitions and, to the extent it is relevant, the WMFN Interpretation Policy, apply to this Policy. Any reference to an enactment is a reference to the current version of that enactment, including any amendment or replacement.

Abandon The Tenant or Homeowner has given written Notice of their intention to abandon the Residential Unit or the Residential Unit appears to have been vacant for at least 30 Days after the first of the month without written Notice and without prior arrangement for payment of fees due.

Affordable Housing Rental housing where monthly Rent is geared to the Tenant’s financial circumstance.

Amortization Period The length of time that it will take to pay off a debt or loan when making monthly payments (including interest).

Capital Projects Department The WMFN administrative department responsible for capital projects.

Certificate of Possession or CP A certificate which acts as documentary evidence issued by the Minister of Indigenous Services of a First Nation member's lawful possession of reserve lands pursuant to the Indian Act.

Certificate of Custom Holding A certificate which acts as documentary evidence issued by WMFN of a WMFN Member’s customary ownership of a Residential Unit on WMFN Lands. This certificate does not confer any ownership interest in WMFN Lands (for example, there is no ownership interest in the Lot or Premises on which the Residential Unit is located).

Days Calendar days.

Dependent Child

1. A child, stepchild, adopted child, or legal ward under age nineteen (19);
2. A child aged nineteen (19) to twenty-four (24) who has provided documents that show attendance at school full time;
3. A child aged nineteen(19) or older who is unable to support themselves due to a medical condition

and is not a Spouse.

Deposit	An amount held by the Housing Department on a non-trustee, non-interest-bearing basis as continuing security for the performance by the Tenant of all of their responsibilities set out in the relevant Policy and Tenancy Agreement.
Emergency Repair	An accident, unexpected break, defect, or change in condition in the exterior or building envelope, interior framing, plumbing, heating, or electrical system, or any safety feature in any part of the home, that results in an immediate threat to health and safety requiring urgent repairs or replacement (e.g. fire outbreak, leaking roof, electrical malfunction, flooding, no water supply).
Family Unit	A household with a minimum of two (2) persons and must include at least one (1) Dependent Child at the time of occupancy.
Guarantor	<p>A third-party who guarantees to pay a borrower's debt if the borrower defaults on a loan obligation.</p> <p>For the purposes of a Mortgage with a Ministerial Loan Guarantee, this means ISC and WMFN. As guarantor, WMFN is responsible for reimbursement to ISC if the borrower defaults on their Mortgage with a financial institution according to the ISC Ministerial Loan Guarantee policy.</p>
Guests	An individual who stays with a Tenant or Homeowner for less than 29 consecutive nights.
Homeowner	The owner of a Residential Unit on WMFN Lands, which may be subject to a Nation Secured Mortgage, a Nation Secured Mortgage, or another financing arrangement and who must be a WMFN Member.
Homeowner Agreement	The agreement between WMFN and the Homeowner giving permission for the use of WMFN Lands for a Residential Unit, and setting out certain infrastructure and other services provided by WMFN in exchange for the Homeowner's payment of fees
Homeowner Fees	Funds paid by Homeowners in exchange for the ongoing infrastructure and service provided or arranged by WMFN (which may include sewer, water, garbage pickup & disposal, and driveway snow removal).

Housing Department	The WMFN administrative department responsible for housing and the administration of this Policy, unless otherwise indicated.
Housing Manager	The person employed by WMFN to carry out management responsibilities of the Housing Department.
Housing Wait List	The list of completed applications kept on file by WMFN and reviewed when a Residential Unit becomes available.
Illegal Activities	Any serious violation of WMFN, federal, provincial, or municipal law, whether or not it is an offence under Canada’s Criminal Code or Controlled Drugs and Substances Act. It includes an act prohibited by any enactment which is serious enough to have a harmful impact on WMFN, WMFN Lands, a Residential Unit, the neighbours, or the community.
Infrastructure Fees	Funds paid by Tenants in exchange for the ongoing infrastructure and service provided or arranged by WMFN (which may include sewer, water, garbage pickup & disposal, and driveway snow removal). Infrastructure fees will be included in total payment collected for rental units.
Improvements	Modifications, alteration, remodeling, and renovations to the originally built Residential Unit or Lot/Premises, including building or adding to the Residential Unit or Lot/Premises, removing any fixtures, sinks, bathtubs, or appliances, altering, making additions to, or permanently affixing any item, fixture, or thing to the floors, exterior or interior walls, roof, or ceiling of the Residential Unit, modifying the heating, plumbing, air-conditioning, ventilating, lighting and water heating equipment or adding structures or fences to the Lot/Premises.
ISC	Indigenous Services Canada
Leave of Absence Sublet	A Sublet which has been approved in accordance with the Rent-to-Own policy.
Lot	The WMFN Lands upon which a Residential Unit is located or affixed, which is designated for the use of the Homeowner of that Residential Unit, but to which no ownership interest in the WMFN Lands may be granted.

Major Repair	A repair to a major building or system component of a Residential Unit (e.g. furnace replacement, roof replacement, bathroom retrofit)
Ministerial Loan Guarantee or MLG	A tool to assist First Nations in accessing traditional loans for housing on reserve where ISC issues an MLG to the lender to secure on-reserve housing loans. MLGs can be used to secure loans for construction, acquisition, or renovation of on-reserve housing projects. Section 89(1) of the <i>Indian Act</i> protects property on reserves so it cannot be Mortgaged and used as collateral by a non-First Nation person, such as a traditional financial institution. ISC issues loan guarantees to lenders to secure on-reserve housing loans and minimize risk in the case of a loan default. MLGs may be issued to WMFN acting on its own behalf or on behalf of a WMFN Member provided eligibility criteria are met.
MLG Agreement	The written agreement between Homeowner and WMFN that establishes the terms and conditions regarding the WMFN Mortgage guarantee through the Ministerial Loan Guarantee.
Mortgage Agreement or Mortgage	A loan agreement for a Residential Unit that is secured by the Residential Unit itself. If the borrower fails to make payments, the lender can repossess the Residential Unit. Once the borrower repays the entirety of the loan with interest, the Mortgage is discharged.
Mortgage Payment	A regularly scheduled payment that includes principal and interest paid by the borrower to the lender of a Mortgage. The principal portion is used to pay off the original loan amount; the interest is paid to the lender.
Nation	West Moberly First Nations
Notice	A written Notice about a Residential Unit sent by one party to another.
Occupancy Permit	A document issued by a qualified/certified inspector to attest that a building or construction project complies with requirements set out by the BC Building Code and WMFN Building Standards.
Occupant	An individual that lives in a Residential Unit for more than 29 consecutive nights.

Option to Purchase	The Option to Purchase the Residential Unit provided in the Rent-to-Own housing program
Over-housed	Having too many bedrooms for the size of the household.
Premises	The WMFN Lands upon which a Residential Unit is located or affixed, which is designated for the use of the Tenant of that Residential Unit, but to which no ownership interest in the WMFN Lands may be granted.
Primary Residence	The Residential Unit where the individual lives permanently (for at least six months per year) and is the residential address used on documentation including identification, vehicle registration and tax returns.
Rapid Housing Initiative or RHI	A CMHC program to encourage the rapid construction of new housing and/or acquisition of existing buildings for rehabilitation or conversion to permanent Affordable Housing.
Rent	The amount paid by Tenant to WMFN for the right to occupy a Residential Unit.
Repossession	The action of taking possession of a Residential Unit which has been used as collateral for a loan, when the WMFN Member [borrower] fails to make the payments on the Mortgage, or otherwise defaults on a Mortgage.
Residential Unit	A structure or the part of a structure that is used as a home or residence where a person or family eat, live, and sleep.
Safe and Habitable	A Residential Unit that meets the standards described in the BC Building Code and the WMFN Building Standards.
Social Assistance or SA	The ISC on-reserve income assistance program which is administered by WMFN through its Health Department.
Spouse	An individual who is: <ol style="list-style-type: none"> 1. married to another individual; or 2. living with another individual in a marriage-like relationship for a continuous period of at least 1 year; or

3. living with another individual and has a child or children with them.

Sublet	When a Tenant leases or rents all or part of a Residential Unit to another person.
Subtenant	An individual subletting a Residential Unit.
Tenancy Agreement	The rental agreement that establishes the terms and conditions concerning the use and occupancy by a Tenant of a Residential Unit and its Premises.
Tenant	The person who enters into a Tenancy Agreement with WMFN to pay Rent in return for the right to occupy the Residential Unit.
Tenant Damage	<p>Damage to the Residential Unit beyond ordinary wear and tear, including damage caused by the wilful or negligent conduct of the Tenant or their Occupants or Guests, pets, emergency first responders (including RCMP forced entries), or vandals/trespassers.</p> <p>Ordinary wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the Tenant has used the Residential Unit and Premises in a reasonable and responsible fashion.</p>
Under-housed	Having too few bedrooms for the size of the household.
Vulnerable Populations	<p>Those who have multiple barriers to achieving or maintaining housing due to challenges such as poverty, health and mental health issues, trauma, family violence, age, and disability, amongst others.</p> <p>Vulnerability is not necessarily a descriptor of the individuals themselves as many are strong and resilient. Rather, vulnerability tends to be a characteristic of their complicated lives, meaning that these individuals may be more vulnerable to certain circumstances such as eviction.</p>
WMFN Building Standards	<p>The standards for building developed by WMFN and includes:</p> <ol style="list-style-type: none">1. BC Building code and Step Code2. BC Electrical Code;3. BC Fire Code;4. Relevant federal and/or provincial legislation; and

5. Any other applicable WMFN laws or codes that may exist or be developed.

WMFN Lands

The geographic area of the West Moberly Lake Reserve #168A and other such lands that become lands for the use and benefit of WMFN from time to time.

1 ADMINISTRATION OF THIS POLICY

- 1.1 The Housing Department is responsible for administering this Policy and making the decisions required by it unless this Policy states otherwise.
- 1.2 Decisions made according to this Policy may be appealed according to the WMFN Appeals Policy.
- 1.3 The Housing Department is responsible to:
 - a) Apply and enforce this Policy and associated Agreements.
 - b) Maintain an up-to-date list of applications for housing.
 - c) Manage the selection process for Residential Units.
 - d) Carry out or oversee maintenance and repairs in a cost-effective manner, in compliance with applicable regulatory requirements and funding agreements.
 - e) Coordinate any inspections required by this Policy and applicable codes (e.g. BC Building Code and Electrical Code, WMFN Building Standards).
 - f) Provide information for those who require assistance in understanding and assuming their housing responsibilities.
 - g) Ensure timely response to written queries, requests for service, and complaints.
 - h) Act as a liaison between Tenants, Homeowners, WMFN Administration, and Council.
 - i) Monitor the effectiveness of all housing policies and recommend policy changes as required.
 - j) Develop sustainable housing programs and projects and annually review housing goals and priorities.
 - k) Research, develop, and implement housing best practices.
 - l) Act as a liaison with government and/or funding agencies and programs as applicable.
 - m) Provide regular reports to WMFN Administration on financial status of all WMFN housing, including current projects, future funding applications regarding housing, and planned capital projects.
 - n) Develop and implement approved annual housing and capital projects budgets and workplans.
 - o) Source, develop, and submit funding applications for new construction and/or renovation capital projects as identified by housing priorities or as special funding from various agencies allow.

2 ELIGIBILITY

2.1 To qualify for a Residential Unit in this program, applicants must:

- a) Be a WMFN Member or a non-WMFN Member with at least one (1) Dependent Child who is a WMFN Member and resides with the applicant at least 60% of the time.
- b) Be in good financial standing with WMFN
 - i) Provided however that if an applicant is in Good Financial Standing because there is a Repayment Agreement in place that relates to damage to a WMFN Residential Unit, the amount owing must be repaid in full to WMFN before the applicant will be eligible.
- c) Complete and submit a WMFN Housing Application with required supporting documents including:
 - i) Budget Analysis indicating ability to afford anticipated housing costs (including Rent, Infrastructure Fees, utilities, Repayment Agreement(s), etc.).
 - ii) Verification of household income
- d) Provide written confirmation of their agreement to participate in a basic home maintenance workshop, to be offered by WMFN, and to complete within one year of move in.
- e) Applicants with a history of poor tenancy with WMFN, including where an applicant was cited for violations, where Notice to correct or vacate was issued, where Tenant Damage was documented, or where there was non-payment on amounts owing, shall not be considered eligible unless the applicant provides a reference:
 - i) from their most recent landlord or financial institution that confirms compliance with a Tenancy or Mortgage Agreement for a consecutive period of at least 1 year; or
 - ii) through which the Housing Department can confirm the applicant's ability to effectively manage the financial and physical responsibilities of occupying a Residential Unit.
- f) Residential Units that have been developed or identified for specific populations (e.g. supported / transition housing) may use different criteria for unit eligibility.

3 APPLICATION PROCEDURES

- 3.1 Application forms are available at the WMFN Administration Office or directly from the Housing Department.
- 3.2 Applicants shall complete the relevant forms in writing and submit to the Housing Department with all required and requested supporting documents (including budget analysis and verification of household income).
- 3.3 The Housing Department shall review applications for completeness and to determine eligibility. The Housing Department may request additional information and documentations, as needed.
- 3.4 Incomplete applications (such as those that lack all required supporting documents) and ineligible applicants (such as those who are not in Good Financial Standing with WMFN) will not be considered. The Housing Department will contact the applicant to arrange an appointment to review the application.
- 3.5 Complete applications from eligible applicants will be added to the Housing Wait List, except that:
 - a) If there is a history of poor tenancy with WMFN (such as damage, Abandonment, or eviction), the Housing Department will schedule a meeting with the applicant to review and discuss before the application is added to the Housing Wait List, to confirm the applicant's ability to effectively manage the responsibilities of the program. Additional terms and conditions may apply if the individual is subsequently allocated a Residential Unit.
- 3.6 All applications will be kept on file for one year. WMFN Members are required to renew their application annually after January 1st to keep applications current.
- 3.7 All applications for housing received by the Housing Department shall be forwarded to the applicant's respective Family Councillor for information purposes.

4 ALLOCATION OF RESIDENTIAL UNITS

- 4.1 Development of new Residential Units is subject to funding availability and at the discretion of Council.
- 4.2 When a Residential Unit becomes available, the Housing Department will confirm the size of the Residential Unit, and then review the Housing Wait List, alongside the allocation criteria in this section.
- 4.3 When allocating Residential Units to applicants, the Housing Department shall consider the size of the Residential Unit, applicant household size and composition, applicable occupancy standards, any eligibility requirements specific to the Residential Unit, and the following order of priorities:
- a) currently residing in a Residential Unit which is not Safe and Habitable, and which cannot be repaired or for which repair costs would exceed the cost of replacing the unit
 - b) elders who have not previously accessed WMFN housing programs
 - c) disabled persons who have not previously accessed WMFN housing programs
 - d) elders, disabled persons who have previously accessed WMFN housing programs and require a different Residential Unit due to mobility, access, or safety
 - e) Vulnerable Populations
 - f) experiencing Under-housed or Over-housed conditions
 - g) Family Units where the applicant is a WMFN Member
 - h) singles and couples
 - i) WMFN Members who have already purchased a Residential Unit on WMFN Lands through WMFN housing programs (Elders that sell or gift their Residential Unit to another WMFN Member due to changed mobility, access, or safety needs will be considered under Section 4.3 d)
 - j) Family Units where the applicant is a non-WMFN Member with at least one (1) Dependent Child who is a WMFN Member and resides with the applicant at least 60% of the time (Note: non-WMFN Member Tenants will NOT have the Option to Purchase outlined in Section 25.)
- 4.4 Residential Units that have been developed or identified for specific populations (e.g. supported / transition housing, Vulnerable Populations, or as required by funding agreements) may use different priorities for unit allocation.

- 4.5 Applicants who have the same priority level will qualify based on the order in which their application was added to the Housing Wait List, as long as the Residential Unit is appropriate to their household size.
- 4.6 Applicants shall only be allocated one Residential Unit at a time, and the Residential Unit must be used as a Primary Residence unless Tenant is on an authorized Leave of Absence Sublet (see Subletting).
- 4.7 The Housing Department will make all reasonable efforts to transfer individuals to an appropriately sized Residential Unit when changes to their household composition occurs.
- 4.8 Allocation of Residential Units following the end of a tenancy will comply with eligibility criteria and these priorities and will also be subject to Section 17.3 regarding re-allocation of the unit.

5 SPOUSAL BREAKDOWN OR DEATH OF A TENANT

Spousal Breakdown

Where a Tenant resides in a Residential Unit with their Spouse, and the Spouses separate before exercising the Option to Purchase, the following will apply:

- 5.1 *Two WMFN Members:* where both former Spouses are members of WMFN, the Tenant has the first right to remain in the Residential Unit, however, the former Spouses may decide in writing or in practice that the non-Tenant WMFN Member shall remain instead. If the non-Tenant WMFN Member takes over the Residential Unit, they must give notice in writing to the Housing Department about the change in occupancy and enter a new Tenancy Agreement with the Housing Department that identifies them as the Tenant. The Option to Purchase remains in place.
- 5.2 *One WMFN Member and One Non-WMFN Member:* where one of the former Spouses is the Tenant, and the other is a non-WMFN Member and Occupant, the Tenant has the first right to remain in the Residential Unit. In that case, the Tenancy Agreement continues to apply, however, the Occupants shall be updated to reflect the change in household composition. The Option to Purchase remains in place. If the former Spouses decide in writing or in practice that the non-Tenant, non-WMFN Member shall remain in the Residential Unit, this may occur only under limited circumstances further described below. The Option to Purchase is no longer available to the former Tenant and not available to the non-WMFN Member:
 - a) *Transitional Period – Non-WMFN Member Former Spouse:* A non-WMFN Member former Spouse who remains in a Residential Unit may do so only for a period of up to six (6) months, as long as there are no arrears owing (or there is a Repayment Agreement in place and being honoured) and the non-WMFN Member has given notice to the Housing Department of the date that the WMFN Member Tenant will stop residing at the Residential Unit. The non-WMFN Member shall be deemed the “Tenant” for the purposes of the existing Tenancy Agreement but may not exercise the Option to Purchase. The non-WMFN Member is expected to provide vacant possession of the Residential Unit at the end of the transition period. The Housing Department shall issue a Notice to End Tenancy at least three (3) months prior to the end of the six-month period as a reminder to vacate.
 - b) *Transitional Period - Non-WMFN Member Former Spouse with WMFN Member custodial Dependent Child(ren):* A non-WMFN Member former Spouse with WMFN Member custodial Dependent Child(ren) may remain in the Residential Unit for a period lasting no longer than when their WMFN Member child(ren) who reside with them at least 60% of the time no longer meet the definition of Dependent Child. The non-WMFN Member must give notice to the

Housing Department of the date that the WMFN Member Tenant will stop residing at the Residential Unit and the non-WMFN Member must enter into a new Tenancy Agreement identifying them as the Tenant of the Residential Unit. The non-WMFN Member may not exercise the Option to Purchase. The non-WMFN Member is expected to provide vacant possession of the Residential Unit once their WMFN Member child(ren) no longer meet the definition of Dependent Child, unless an Adult WMFN Member child agrees to become the Tenant for the Residential Unit (subject to a new Tenancy Agreement). The Option to Purchase is available for the Adult WMFN Member child. Otherwise, the Housing Department shall issue a Notice to End Tenancy on three (3) months' notice at any time after becoming aware that WMFN Member child(ren) no longer meet the definition of Dependent Child. Prior to issuing a Notice to End Tenancy, the Housing Department may request information from the Tenant about their WMFN Member child(ren) in terms of their status as Dependent Child(ren).

- c) After the transitional period concludes, unless an Adult WMFN Member child becomes the new Tenant or exercises the Option to Purchase, the Residential Unit shall be reallocated according to Section 17.13 of this policy (Family has 60-day reallocation opportunity and then Residential Unit reverts to the Nation Owned Rental program).

- 5.3 For clarity, the provisional federal rules set out in the *Family Homes on Reserves and Matrimonial Interests or Rights Act* apply to this program to the extent they are relevant to a Residential Unit being occupied as the "family home". This program may create a customary "interest or right" to the Residential Unit (as that term is defined in the *Family Homes on Reserves and Matrimonial Interests or Rights Act*), which results in a Certificate of Custom Holding, only where the requirements and procedure for the "Option to Purchase" are completed by a WMFN Member.

Death of a Tenant

Where a Tenant resides in a Residential Unit with their Spouse, and the Tenant dies before exercising the Option to Purchase, the following will apply.

- 5.4 *Surviving Spouse is a WMFN Member:* A WMFN Member Spouse may remain in the Residential Unit as long as they enter a new Tenancy Agreement with the Housing Department. The Option to Purchase remains in place for the WMFN Member Spouse.
- 5.5 *Surviving Spouse is not a WMFN Member:*
 - a) *Transitional Period – Non-WMFN Member Surviving Spouse:* A non-WMFN Member Spouse may remain in the Residential Unit for a period of six (6) months from the date of death of the WMFN Member Tenant. The Housing Department shall issue a Notice to

End Tenancy at least three (3) months prior to the end of the six-month period.

- b) *Transitional Period - Non-WMFN Member Surviving Spouse with WMFN Member custodial Dependent Child(ren):* A Non-WMFN Member Spouse with WMFN Member custodial Dependent Child(ren) may remain in the Residential Unit for a period lasting no longer than when their WMFN Member child(ren) who reside with them at least 60% of the time no longer meet the definition of Dependent Child. The non-WMFN Member must enter into a new Tenancy Agreement identifying them as the Tenant of the Residential Unit. The non-WMFN Member may not exercise the Option to Purchase. The non-WMFN Member is expected to provide vacant possession of the unit once their WMFN Member child(ren) no longer meet the definition of Dependent Child, unless an Adult WMFN Member child agrees to become the Tenant for the Residential Unit (subject to a new Tenancy Agreement). The Option to Purchase is available for the Adult WMFN Member child. The Housing Department shall issue a Notice to End Tenancy on three (3) months' notice at any time after becoming aware that WMFN Member child(ren) no longer meet the definition of Dependent Child. Prior to issuing a Notice to End Tenancy, the Housing Department may request information from the Tenant about their WMFN Member child(ren) in terms of their status as custodial Dependent Child(ren).
- c) After the transitional period concludes, unless an Adult WMFN Member child becomes the new Tenant or exercises the Option to Purchase, the Residential Unit shall be reallocated according to Section 17.13 of this policy (Family has 60-day reallocation opportunity and then Residential Unit reverts to the Nation Owned Rental program).

- 5.6 For clarity, the provisional federal rules set out in the *Family Homes on Reserves and Matrimonial Interests or Rights Act* apply to this program to the extent they are relevant to a Residential Unit being occupied as the "family home". This program may create a customary "interest or right" to the Residential Unit (as that term is defined in the *Family Homes on Reserves and Matrimonial Interests or Rights Act*), which results in a Certificate of Custom Holding, only where the requirements and procedure for the "Option to Purchase" are completed by a WMFN Member.

6 CONSTRUCTION

- 6.1 Construction of additional Residential Units for this program will be at the discretion of Council.
- 6.2 Where Council directs that new Residential Units shall be constructed for this Program, construction shall occur under the direction of the Capital Projects Department, working with the Housing Department in consultation with the identified Tenant regarding design and features. Construction will be managed by a certified project manager (as necessary), and a certified building contractor.
- 6.3 Prior to occupancy, new Residential Units must:
 - a) comply with all applicable regulatory and funding requirements and WMFN Building Standards,
 - b) pass all required inspections,
 - c) obtain Occupancy Permits, and
 - d) be insured.
- 6.4 If a Tenant is not identified at the beginning of the project's planning and development, the Housing Department shall make all recommendations as to the unit location, design, and build. Initial scope of work and any change orders must be authorized in writing by the Housing Department.
- 6.5 The Lot location shall be determined by the Housing Department, in accordance with the following restrictions:
 - a) New Residential Units will be constructed only in areas designated for residential use within existing subdivision plans, the Community Development Plan, or any exceptions approved by a BCR. Allocations will be subject to Section 4 (Housing Allocation), except in those instances where an existing historical Lot allocation is already in place and supported by a BCR.
 - b) To the extent possible, Residential Units will be located to take maximum advantage of existing infrastructure such as sewer and water, access roads, and electrical service.
 - c) Selection of a location will take into consideration soil conditions and impacts, water management needs (surface and subsurface), site elevation, impacts on existing infrastructure, future WMFN housing development, and any other relevant factors.
- 6.6 Residential Unit type and plans shall be determined by the Housing Department prior to construction, based on the needs analysis and the following considerations:
 - a) any additional requirements-(e.g. accessibility), the extra cost of which will be added to the total cost of construction and must be preapproved in the budget for the specific Residential Unit.

- b) inclusion of a fridge, stove, washer, and dryer. Dishwashers are not included.
 - c) whether to include a wood heating system (if and only if installed to Code and deemed appropriate by the Housing Department).
- 6.7 Prior to construction, a Specification Sheet must be completed and signed by the Housing Department and contractor, and Tenant, and must include:
- a) Engineered house plans that comply with all applicable regulatory and funding requirements and the WMFN Building Standards
 - b) Lot plan for the Lot location.
- 6.8 Construction must occur in accordance with WMFN Building Standards.
- a) The Residential Unit Development may qualify for an ISC subsidy, noting that:
 - i) ISC subsidy amounts are subject to change and the subsidy is allocated to WMFN not to any WMFN Member;
 - ii) the Housing Department will use an ISC subsidy for Lot development as required;
 - iii) Subsidy amounts remaining after Lot development requirements are completed, may be applied to the cost of the Residential Unit.
- 6.9 Building and electrical inspections must be completed for newly constructed Residential Units, with reports submitted to the Housing Department prior to occupancy. Inspections must be completed by licenced inspectors.
- 6.10 Newly constructed Residential Units must not be occupied until the Housing Department receives an Occupancy Permit issued by a licenced inspector confirming that the house is complete as per the specification sheet and ready for occupancy.

7 TENANCY AGREEMENT

- 7.1 Residential Units within this program are rentals managed by the Housing Department. All Tenants are considered rental Tenants and are responsible to adhere to this Policy.
- 7.2 The rental status of the Residential Units in this program does not change until the Mortgage is paid in full, and all other criteria outlined in this Policy and the Tenancy Agreement regarding the Option to Purchase have been fulfilled and exercised.
- 7.3 The Housing Department will enter a Tenancy Agreement with all Tenants.
- 7.4 New Tenants must sign a Tenancy Agreement prior to occupancy of a Residential Unit.
- 7.5 Tenancy Agreements will cover the following:
 - a) Tenant information
 - b) Residential Unit information
 - c) Use as Primary Residence
 - d) Length and type of tenancy
 - e) Rent, and what is included with Rent
 - f) Deposit
 - g) Occupants and Guests
 - h) Pets
 - i) Inspections, Maintenance and Repairs
 - j) Locks
 - k) Conduct
 - l) Alterations of Residential Unit and Premises
 - m) Rules and regulations
 - n) Assignment and Sublet
 - o) Tenant Damage
 - p) Ending the tenancy
 - q) Notice, including Tenant Notice in advance of absences from the Residential Unit
 - r) Insurance
 - s) Liability waiver
 - t) Applicability of this Policy
 - u) Option to Purchase, if relevant
 - v) Other terms and conditions, as may be appropriate in the circumstance and/or required by third party funder

8 OCCUPANTS

- 8.1 Tenants must inform the Housing Department of all Occupants at the Residential Unit by providing their name, age, and gender. This information will be included in the Tenancy Agreement and updated from time to time.
- 8.2 Tenants must notify and update the Housing Department in advance when the Occupants at the Residential Unit change, and upon request of the Housing Department.
- 8.3 Tenants are solely responsible for their Occupants, including paying for repairs where damages are caused by their Occupants.

9 GUESTS

- 9.1 Tenants must ensure that their Guests do not become Occupants of their Residential Unit unless they have complied with Section 8.2.
- 9.2 Tenants are solely responsible for their Guests, including paying for repairs where damages are caused by their Guests.

10 PETS

- 10.1 Tenants may keep domestic pet(s) at a Residential Unit with prior written consent of the Housing Department. Pets are limited to no more than three (3) domestic animals, which may include a combination of the following:
 - a) Fish or other small aquarium animals
 - b) Up to two (2) small caged mammals
 - c) Up to two (2) caged birds
 - d) One (1) cat
 - e) One (1) dog
- 10.2 Tenants are solely responsible for their pet(s), including ensuring no damage results to the Residential Unit or Premises, paying to fix any damage, not interfering with the quiet enjoyment of the neighbours and community, and keeping the pet(s) under the Tenant's control at all times. For example, Tenants must:
 - a) Not allow their pet to be at large on WMFN Lands;
 - b) Keep the pet inside the Residential Unit, confined to the Premises, or on a leash on WMFN Lands;
 - c) Prevent the spread of parasites including fleas, ticks, and lice;
 - d) Ensure the pet does not present a hazard or safety concern to any other individual or pet on WMFN Lands; and
 - e) Ensure that the pet is cared for while the Tenant is away from the Residential Unit.

- 10.3 Tenants shall not modify the Residential Unit or Premises to accommodate pet(s) without prior written approval from the Housing Department. See Section 20 regarding Improvements.
- 10.4 Please refer to WMFN bylaw regarding control of animals on WMFN Lands. Per the bylaw, an animal control officer may become involved in the event of at-large or otherwise dangerous pet on WMFN Lands.

11 QUIET ENJOYMENT

- 11.1 Tenants have a right to peaceful enjoyment in their Residential Unit, including:
 - a) Reasonable privacy;
 - b) Freedom from unreasonable disturbance;
 - c) Exclusive possession of the Residential Unit, subject only to the Housing Departments right to enter the Residential Unit in accordance with this Policy; and
 - d) Use of common areas (if any) for reasonable and lawful purposes, free from significant interference.
- 11.2 Tenants must ensure that they, their Guests, their pets, and their Occupants don't unreasonably disturb neighbours and/or the community including (but not limited to) with unreasonable noise, odour, excessive second-hand smoke, or harassment of a neighbouring Tenant or Homeowner.
- 11.3 WMFN must provide peaceful enjoyment to all Tenants. Disturbance complaints should be submitted to the Housing Department. Upon getting a disturbance complaint (See Disturbance Complaint Form) from a Tenant, the Housing Department will take steps to address the problem. This may include actions up to and including intervention by the RCMP as required. For example, the Housing Department may need to speak to a Tenant about noise if it bothers neighbouring Tenants by:
 - a) Talking to the disruptive Tenant(s) about the problem;
 - b) Letting the Tenant who complained know what's being done to address the issue;
 - c) Following up with the disruptive Tenant(s) in writing to explain:
 - i) The details of the problem;
 - ii) The reasonable amount of time allotted to resolve the problem; and
 - iii) What may happen if the Tenant doesn't fix the problem (e.g. serve Notice to End the Tenancy).

- 11.4 Please refer to WMFN bylaw regarding Disorderly Conduct on WMFN Lands. Per the bylaw, an officer (peace officer or by-law officer) may become involved in response to disorderly conduct or nuisance at WMFN.

12 LOCKS

- 12.1 The Housing Department must not change locks or other means of access to a Residential Unit during the Tenancy unless the Housing Department provides the Tenant with new keys or other means of access to the Residential Unit.
- 12.2 Tenants must not change locks or other means of access to the Residential Unit or Premises, unless the Housing Department provides advance written consent, and the Tenant provides the Housing Department with the new keys or other means of access to the Residential Unit and Premises.

13 GIVING NOTICE

- 13.1 The Housing Department and Tenants may serve each other Notices about the tenancy. Notices need to be in writing and all parties should keep copies for their records.
- 13.2 Notices from the Housing Department may include: Notice of Rent Default, Notice of Meeting, Notice to End Tenancy, Notice to Correct Tenant Damage, Notice of Entry, Notice of Rent Increase.
- 13.3 The following table sets out acceptable methods for delivery of Notices from the Housing Department (or a designate) to a Tenant, and when a Notice is considered received:

Method by Housing Department:	It's considered received by Tenant...
Give a copy directly to the Tenant	Same day
Attach a copy to the door or other noticeable place at the address where the Tenant lives (the Housing Department should take a photo of the Notice attached to the Residential Unit)	3 Days later when the Tenant does not say or show that they received it on an earlier date
Leave a copy with an Adult who appears to live with the Tenant (the Housing Department should note the name of the person)	Same day
Email a copy to the email address provided by the Tenant	3 Days later when the Tenant does not say or show that they received it on an earlier date
Slide a copy under the Tenant's door	Not considered served – this is NOT an acceptable method
Using text messaging	Not considered served – this is NOT an acceptable method

- 13.4 The following table sets out acceptable methods of Notice from the Tenant to the Housing Department, and when a Notice is considered received:

Method by Tenant	It's considered received by the Housing Department...
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Give a copy directly to Housing Manager during WMFN Hours of Work	Same day
Leave a copy with reception at the WMFN Administration Office during WMFN Hours of Work	Same day
Email a copy to the email address provided by the Housing Department	3 Days later when the Housing Department does not say or show that they received it on an earlier date
Using text messaging	Not considered served – this is NOT an acceptable method

14 WMFN RIGHT TO ENTER

14.1 The Housing Department may enter:

- a) any common areas that are shared with others, without Notice;
- b) the Residential Unit, to inspect the condition of the Residential Unit, with Notice of Entry and in accordance with Section 23 of this Policy;
- c) the Residential Unit to complete repairs and maintenance, with Notice of Entry;
- d) the Premises as necessary to inspect its condition, or complete works or maintenance on behalf of WMFN, with Notice of Entry;
- e) the Residential Unit or Premises if there is an emergency and entry is necessary to protect life or property, without Notice.

14.2 The Tenant does not need to be present for the Housing Department to enter, as long as proper Notice was provided. The Tenant must not prevent the Housing Department's access.

14.3 The Tenant, or a representative of the Tenant, may be present at the time the Residential Unit is entered by the Housing Department, if the Tenant makes arrangements to do so.

14.4 The Housing Department may enter a Tenant's Residential Unit in one of the following circumstances:

- a) the Tenant is home and agrees to let the Housing Department in;
- b) the Tenant agreed in advance to let the Housing Department enter;
- c) the Tenant was given written Notice of Entry outlining the date, time and purpose of entry, and the Notice of Entry was considered received at least 24 hours before, and not more than 30 Days before the entry;

- d) the Tenant has Abandoned the Residential Unit; or
- e) in the event of an emergency.

15 PAYMENT STRUCTURES AND RESPONSIBILITY

Residential Units within this program are rentals managed by WMFN and individuals who sign a Tenancy Agreement subject to this Policy are considered Tenants unless and until the Option to Purchase is exercised and completed (see Section 25).

Rent

- 15.1 Rent must be paid in full and on-time by the day its due.
- 15.2 The Tenancy Agreement must be clear about what is included in the Rent.
- 15.3 The Tenant is responsible for anything not included in the Rent (such as internet, cable, or other amenities). If alterations to the Residential Unit are required for installation or removal of amenities, these are considered Improvements and must comply with Section 20 of this Policy. Any damage caused by installation or removal of Tenant amenities will be considered Tenant Damage in accordance with this Policy.
- 15.4 Rent will be determined by considering the size of the Residential Unit, the household size of the Tenant, the gross household income, and the operating costs associated with the Residential Unit. The objective is that Rent will cover the operational costs related to the Residential Unit. The operational costs include financing costs, maintenance, replacement reserve, and infrastructure costs.

Rent Increases

- 15.5 The Housing Department may give a Rent increase once every fiscal year.
- 15.6 The Housing Department may increase Rent only up to the amount:
 - a) calculated in accordance with this Policy; or
 - b) ordered by BCR in accordance with this Policy.
- 15.7 The Housing Department must give the Tenant a Notice of Rent Increase at least three months before the effective date of the Rent increase.
- 15.8 Unless otherwise set by Section 15.9 , the percentage for the maximum annual Rent increase is the inflation rate. The inflation rate is the annual average percent change in the all-items Consumer Price Index for British Columbia that is most recently available.
- 15.9 Council may set an annual Rent increase limit by BCR that is different from Section 15.8. Council may make such an order no more than once per fiscal year, and it will have effect for the rest of that fiscal year. If Council decides to make such an order, before making the decision, Council will review both the inflation rate and the annual Rent increase limit for rentals not on WMFN Lands that are subject to the provincial Residential Tenancy Act.

15.10 The Housing Department may submit a request to Council for an additional Rent increase if the Housing Department completes significant repairs or renovations or capital expenditures related to a Residential Unit, if the expected benefit of the repair, renovation or capital expenditure can reasonably be expected to extend for at least one year, and the repair, renovation or capital expenditure is notable, or particularly large. Council may issue an order by BCR approving the extraordinary Rent increase for the impacted Residential Unit(s).

15.11 The Housing Department must not apply a Rent increase retroactively.

Absence from the Residential Unit

15.12 If a Tenant is to be absent for more than thirty (30) Days, written notification to the Housing Department is required and arrangements must be made for payment of Rent, and continued supply of power and heat within the Residential Unit prior to the absence. In emergency situations, notification must be made as soon as practicable after the absence has begun.

15.13 Tenants are responsible to ensure continued electrical power to the Residential Unit and to ensure that the water is turned off and lines and vessels drained during planned absences to protect the Residential Unit from deterioration or damages. WMFN Operations & Maintenance personnel will assist in turning water off at curb stop with submission of a Maintenance and Repair Request Form by the Tenant in advance of a planned absence. The Housing Department is not responsible for the Residential Unit during the absence.

16 UNPAID RENT

- 16.1 If payment of Rent is late, the Housing Department shall issue a Notice of Rent Default to the Tenant within 7 Days, requesting payment of the late rent or entering into a Repayment Agreement within 2 business Days of receipt.
- 16.2 If after receiving the Notice of Rent Default, the Tenant pays all of the Rent owing or enters a Repayment Agreement, the tenancy will continue.
- 16.3 If the Tenant does not pay all Rent owing and does not enter a Repayment Agreement within 2 business days of receiving the Notice of Rent Default, the Housing Department shall issue a Notice of Meeting to discuss any barriers to paying Rent, and negotiate and sign a written Repayment Agreement. Meetings may be rescheduled to accommodate the Tenant and WMFN Administration, however, must take place within 14 Days of receipt of the Notice of Meeting.
- 16.4 At the request of the Tenant, their Family Counsellor may attend the meeting referred to in Section 16.3 to assist in solution development, in a role of advocate for the Tenant. The Tenant is responsible for giving their Family Counsellor Notice of the meeting and confirming their attendance. Final decisions arising from the meeting remain the responsibility of the Director of Operations. If a matter arising from the meeting is appealed, in accordance with the WMFN Appeals Policy, to Council following a meeting where a Family Counsellor played an advocacy role, that Family Counsellor may continue to serve in their advocacy role, and after hearing from the Tenant, Family Counsellor-advocate, and relevant staff, a decision will be made by a quorum of Council excluding the Family Counsellor-advocate.
- 16.5 If the Tenant does not attend the meeting, does not pay all Rent owing, and does not enter a Repayment Agreement, the Housing Department shall issue a 10-day Notice to End Tenancy from the date of the scheduled/rescheduled meeting.
- 16.6 After receiving a Notice to End Tenancy, the Tenant must do one of the following:
- a) pay all Rent owing;
 - b) schedule a meeting with the Director of Operations and Housing Department to negotiate and sign a Repayment Agreement;
 - c) sign a Repayment Agreement; or
 - d) vacate the Residential Unit.

If the Tenant does not do one of these four options, the Housing Department may notify the RCMP of the eviction to ensure WMFN can secure vacant possession of the Residential Unit as soon as reasonably possible.

- 16.7 Where a Tenant misses a Rent payment, those amounts are considered “arrears”, even if there is a Repayment Agreement in place. The amount in arrears (including arrears subject to a Repayment Agreement) in relation to the Residential Unit must never exceed the value of one (1) months’ worth of Rent for that Residential Unit.
- 16.8 If a Tenant defaults on a Repayment Agreement related to their Tenancy Agreement or arrears exceed the value of one (1) month’s worth of rent payments, the Housing Department shall deliver a 10-day Notice to End Tenancy. The Notice to End Tenancy shall be cancelled automatically if the Tenant:
- a) pays all of what’s owing;
 - b) pays enough of what’s owing that the amount in arrears is equal to or less than one (1) months’ worth of Rent; or
 - c) vacate the Residential Unit by 1PM on the date set out in the Notice to End Tenancy

If the Tenant does not do one of these four options, the Housing Department may notify the RCMP of the eviction to ensure WMFN can secure vacant possession of the Residential Unit as soon as reasonably possible.

- 16.9 A copy of any Repayment Agreement signed by the Housing Department and the Tenant in relation to the Residential Unit, must be forwarded to the Finance Department for their records.
- 16.10 Any Tenant that is employed by WMFN and is not in Good Financial Standing due to arrears related to a Residential Unit, will be subject to the Finance Department automatically deducting up to 30% from their pay cheques and honorariums each pay period until the arrears are paid off in full. This is subject to the terms of a Repayment Agreement. (See Staff Agreement)
- 16.11 Where a Tenant is late paying Rent for 3 consecutive months, without written preauthorization from the Housing Department, the Housing Department may issue a Notice to End Tenancy. The Notice to End Tenancy shall be cancelled automatically if the Tenant provides post-dated cheques for the next 6-months of the tenancy or makes other arrangements to demonstrate Rent will be paid on time moving forward. If the Tenant does not make such arrangements, the Housing Department may notify the RCMP of the eviction to ensure WMFN can secure vacant possession of the Residential Unit as soon as reasonably possible.

17 ENDING TENANCY

- 17.1 The Housing Department and a Tenant may jointly agree at any time to end a tenancy.
- 17.2 If a Residential Unit is so damaged by fire, flood, or from any other cause that makes it not Safe and Habitable, then the tenancy shall end automatically. The Rent for the month when damage occurred shall be prorated and any prepaid Rent shall be refunded to the Tenant, unless the damage or destruction was the result of conduct or negligence by the Tenant or their Guests or Occupants. The Tenant may re-apply to the Housing Department for housing and shall be encouraged to contact the Housing Department for supports.
- 17.3 The Housing Department may end a month-to-month tenancy at any time by issuing a Notice to End Tenancy on four (4) months' Notice.
- 17.4 The Housing Department may end a tenancy for unpaid Rent or failure to honour a Repayment Agreement for arrears in accordance with Section 16.
- 17.5 Where a Tenant resides in a Residential Unit with their Spouse, and the Spouses separate, please see Section 5.
- 17.6 Where a Tenant resides in a Residential Unit with their Spouse, and the Tenant dies, please see Section 5.
- 17.7 The Housing Department may end a tenancy for cause by issuing a Notice to End Tenancy on one (1) months' Notice where:
- a) the Tenant:
 - i) has not paid a Deposit within 30 Days of entering into a Tenancy Agreement, if applicable;
 - ii) is late paying Rent at least 3 consecutive months (See section 16.11);
 - iii) has broken a material term of the Tenancy Agreement, including by failing to report Tenant Damage or failing to repair Tenant Damage;
 - iv) makes Improvements without Housing Department written authorization;
 - v) assigned or Sublet the Residential Unit without written approval for a limited leave of absence (See section 24); or
 - vi) has an unreasonable number of Occupants living in the Residential Unit which is causing a nuisance to neighbours and community or damage to the Residential Unit;
 - b) the Tenant or their Guests or Occupants have
 - i) caused extraordinary damage or put the Residential Unit or Premises at significant risk;

- ii) damaged the Residential Unit or Premises beyond reasonable wear and tear;
- iii) seriously risked the health, safety, or rights of WMFN, the community or neighbours;
- iv) significantly interfered with or unreasonably disturbed WMFN, the community or neighbours;
- v) engaged in illegal activity that has adversely affected the quiet enjoyment, security, safety, or physical well-being of WMFN, the community, or neighbours;
- vi) engaged in illegal activity that has caused or is likely to cause damage to the Residential Unit or Premises beyond reasonable wear and tear; or
- vii) engaged in illegal activity that has risked a lawful right or interest of WMFN, the community or neighbours.

17.8 If an appeal is filed in relation to a Notice to End Tenancy in accordance with WMFN Appeals Policy, the end of the tenancy shall be placed on hold until the appeal is resolved, however, Rent will continue to apply during that appeal period. If necessary, WMFN will remove possessions from an Abandoned or repossessed Residential Unit and store possessions for a maximum of 3 months. Costs associated with removal and storage will be accrued to Tenant. WMFN shall not be responsible for any lost, stolen, or damaged items.

Vacating the Unit

17.9 The Tenant shall vacate the Residential Unit and Premises by 1PM of the date included in their Notice to End Tenancy

17.10 The Tenant is responsible for leaving the Residential Unit and Premises in a clean and rentable condition.(See Move Out Guide)

17.11 Where a Tenant fails to meet provisions of Section 17.10 as required and confirmed during the move out inspection described in this Policy, the Housing Department shall arrange for cleaning and repairs necessary to return the Residential Unit and Premises to a rentable condition. The cost of the cleaning will be charged to the former Tenant. Repair costs to correct Tenant Damage (i.e. beyond normal wear and tear) will also be charged to the former Tenant.

17.12 The Tenant shall return all keys to the Residential Unit to the Housing Department upon vacating. Where keys are not returned, the cost of rekeying the Residential Unit will be charged to the former Tenant.

17.13 Where a tenancy has ended, the Housing Department shall seek to re-allocate the Residential Unit to a WMFN Member of the same Family. Notice will be given to the relevant Family Councillor to encourage eligible WMFN Members within that Family to apply. The Eligibility and Allocation

criteria (Sections 2 & 4) continue to apply. If the Residential Unit cannot be reallocated to an eligible WMFN Member from that Family within sixty (60) Days of becoming vacant, the Residential Unit will become a Nation Owned Rental and subject to that housing policy.

- 17.14 Units that are re-allocated or become Nation Owned Rentals shall receive an initial post-occupancy inspection and any required repairs/maintenance to ensure compliance with health and safety requirements and prepare the unit for future occupancy. The Housing Department shall ensure that a new Tenancy Agreement is signed and conduct an initial move-in inspection with the new Tenant.

18 REPAIRS, MAINTENANCE, AND RENOVATIONS – WMFN

Repairs

- 18.1 The Housing Department, is responsible for eligible housing repairs, including building structure, envelope, and systems, heating, plumbing and electrical, through either the operating reserve fund and/or the replacement reserve fund.
- 18.2 Eligible housing repairs are those resulting from normal wear and tear where:
- a) The repair is required on a component that is original to the Residential Unit at the time of occupancy and that has not been altered (see Improvements); or
 - b) The component has reached the end of its serviceable life; or
 - c) The maintenance or repair is confirmed to be related to normal wear and tear.
- If not deemed normal wear and tear by the Housing Department, the Tenant is responsible for repairs or replacement (see Tenant Damage).
- 18.3 Repair costs resulting from Tenant misconduct, misuse or neglect are the responsibility of the Tenant (See Tenant Damage).
- 18.4 All repairs will be based on needs assessment by the Housing Department and are subject to funding and eligibility and staff availability.
- 18.5 Repairs will be scheduled according to maintenance priorities:
- a) Emergency Response
 - b) Priority 1: Health & Safety
 - c) Priority 2: Building Code Compliance
 - d) Priority 3: Asset Life Extension/Protection
 - e) Priority 4: Cosmetic/Comfort
- 18.6 Proposed work will be discussed with the Tenant prior to being authorized and scheduled by the Housing Department. The Housing Department will determine the final scope of work, based on funding and maintenance priorities.
- 18.7 Where relevant, building/electrical code inspections are required for completed work, the Tenant shall be notified and invited to all inspections, and the Tenant or a representative of the Tenant may attend if interested and available to do so.
- 18.8 For security and transparency, at least two Housing Department staff shall be present during all inspections and maintenance/repairs except for emergencies and emergency after-hours calls.

Major Repairs

- 18.9 Funds for Major Repairs will not be allocated if the Housing Department determines that the cost of Major Repairs exceeds the cost of building a new Residential Unit of comparable size.
- 18.10 Where Major Repairs are required and the cost is justified, the Housing Department shall provide 30 Days' Notice for the Tenant to vacate the Residential Unit for the purposes of the Major Repairs, except in emergency situations where Major Repairs are necessary to protect life or property.
- 18.11 The Tenant shall re-occupy the Residential Unit only after the final inspection is completed.
- 18.12 The Tenant shall continue to be responsible for Rent for the Residential Unit while the Residential Unit is vacant for Major Repairs. WMFN will provide funding for reasonable costs associated with alternate housing for the Tenant during the Major Repairs. Once the Major Repairs are completed, and the Residential Unit has been inspected and cleared for re-occupancy, WMFN will provide no additional funding for alternate housing and it is expected that the Tenant will move back into the Residential Unit.

Repair Standards

- 18.13 Repairs will meet appropriate building and trade standards. Construction work will meet WMFN Building Standards.

Repair Procedure:

- 18.14 The Tenant must complete and submit a Maintenance and Repair Request Form to the Housing Department outlining the issue requiring repair.
- 18.15 Upon receipt of the Maintenance and Repair Request Form, the Housing Department will determine:
- a) What is required to remedy issue, including:
 - i The priority of issue:
 - Emergency
 - High priority (Health & Safety)
 - Medium Priority (Code Compliance and Asset Life Extension/Protection)
 - Low priority (Cosmetic/Comfort)
 - ii Need for repair or replacement
 - iii Cost estimate, including goods, materials, and labour, and any applicable permits and/or inspections;

- iv Scheduling of work to remedy issue, based on:
 - Priority in work schedule;
 - Procurement of 3rd party contractors, if required;
 - Procurement of permits, goods, and materials;
 - Funding availability for normal wear and tear; and
 - in case of Tenant Damage, Tenant's acceptance of responsibility and ability to pay costs.
- v Responsibility for costs (normal wear and tear (WMFN cost) vs Tenant Damage (Tenant cost))

Maintenance:

18.16 Residential Units in this program are eligible for the following maintenance (based on funding availability and eligibility):

- a) Roof snow removal, as necessary during extreme snowfall events and/or excessive build-up of snow and ice on roofs; and
- b) Driveway snow removal after snowfall events in excess of 3 inches.

Renovations

18.17 Residential Units in this program may be eligible for renovations when and where funding is made available through special programs, provided eligibility is confirmed.

19 MAINTENANCE – TENANT

- 19.1 Tenant maintenance responsibilities for the Residential Unit include:
- a) Replacing light bulbs, cleaning ash from woodstoves, changing batteries in smoke/carbon monoxide detectors
 - b) Repairing any damage caused by abuse or misuse by the Tenant, or their Occupants, Guests, or pets
 - c) Repairing holes in drywall
 - d) Fixing marks or minor damages to walls, ceilings, floors, doors, and windows
 - e) Cleaning appliances as required (e.g. furnace filters, fridge drip trays, washer and dryer lint screens, etc.)
 - f) Cleaning furnace vents, covers and grills, exhaust fan vents, fresh air intakes, dryer exhaust vents and lines, kitchen range exhaust fan screens
 - g) Cleaning carpet
 - h) Any maintenance associated with Improvements (Section 20) or upgraded appliances.
- 19.2 Tenant maintenance responsibility for the Premises includes:
- a) not allowing the Premises to become a repository for refuse, non-functional motor vehicles or other offensive materials
 - i) Should this occur, the Tenant shall be responsible for the clean-up or for all costs incurred by WMFN to cleanup.
 - b) Normal yard and lawn maintenance
 - c) Snow and ice removal from roofs, doorways, steps, decks, and walks; excepting what is covered by Section 18.16.
- 19.3 Each Residential Unit will have a garbage and recycling stand supplied and maintained by WMFN Operations & Maintenance Department.
- 19.4 Tenants are responsible for maintaining health, cleanliness, and sanitary standards of the Residential Unit and Premises.
- 19.5 Tenants are required to inform the Housing Department of any accident, break, or defect in the water, heating, electrical or sewer systems in any part of the Residential Unit or Premises, and damages to the Residential Unit or Premises.
- 19.6 All queries, requests for service or maintenance, damage reports and complaints shall be made in writing to the Housing Department through a Maintenance and Repair Request Form.

- 19.7 The Tenant will comply with all applicable regulatory requirements, including, but not limited to, building, electrical, fire, health and safety, and environmental codes, standards, and guidelines, for the Residential Unit, any other approved buildings or structures, and the Premises.
- 19.8 The Tenant shall maintain all safety devices installed in the Residential Unit (e.g. smoke/carbon monoxide detectors, etc.) in good working order and shall be responsible for periodically cleaning and testing such devices and replacing the batteries as required. Removal or disconnection of any safety device will be deemed a material breach of the Tenancy Agreement and cause for ending the tenancy.

20 IMPROVEMENTS

- 20.1 Tenants shall not make any Improvements (see Definitions) to the Residential Unit or Premises without prior written consent from the Housing Department.
- 20.2 Under no circumstance shall the Housing Department provide consent for a Tenant Improvement which would alter the land or vegetation surrounding the Premises.
- 20.3 Any Improvements must either be returned to the original condition at the end of the tenancy, or such Improvements shall become the property of WMFN without compensation to the Tenant. Improvements will be included as part of the Residential Unit if the Tenant exercises the Option to Purchase (see Section 25).
- 20.4 All proposed Improvements to the Residential Unit or Premises must be submitted in writing to the Housing Department for review.
- 20.5 Prior to making a decision about a Tenant Improvement proposal, the Housing Department must consider the following:
 - a) Potential damage to the existing Residential Unit or Premises;
 - b) Insurability and potential impacts to insurance;
 - c) Any planned and/or potential Emergency Repairs or renovations that may be required to the Residential Unit or the Premises;
 - d) Access and/or impact to the Premises infrastructure components (i.e. water and sewer lines, electrical lines and connections from the distribution system to the home or outbuildings, ditches, culverts, water and/or wastewater systems Right-of-Ways, etc.);
 - e) The vision and considerations of WMFN Comprehensive Community Plan, Subdivision Plan, and other applicable and similar documents; and
 - f) Any established requirements, including WMFN Building Standards.

- 20.6 The Housing Department will approve or reject an Improvement proposal in writing. Where the Housing Department rejects a Tenant Improvement proposal, they will provide reasons for that decision.
- 20.7 All Improvements which have been approved in writing and implemented by the Tenant must be inspected by the Housing Department once complete, and where relevant, may require building code or electrical inspections to be completed by a licensed inspector. If an inspection is required, it shall be at the expense of the Tenant.

21 TENANT DAMAGE

- 21.1 Tenants are responsible for the repair of any Tenant Damage (see Definitions).
- 21.2 Where the Housing Department determines that a Tenant has failed to comply with the obligations of this Policy and the Tenancy Agreement with respect to maintenance and Tenant Damage, the Housing Department may:
- a) require the Tenant to comply with their obligations;
 - b) prohibit the Tenant from doing any further Tenant Damage (including legal action or RCMP involvement as required)
 - c) require the Tenant to compensate WMFN for the loss suffered as a direct or indirect result of the Tenant's non-compliance;
 - d) require the Tenant to cover the insurance deductible for any claims as a direct result of the Tenant's non-compliance.
 - e) authorize any repair or other action to be taken to remedy the effects of the Tenant's breach;
 - f) require the Tenant to pay any reasonable expenses directly associated with the repair or action; or
 - g) end the tenancy in accordance with Section 17.
- 21.3 Tenant Damage must be reported in writing to the Housing Department via the Housing Damage Report Form.
- 21.4 Tenants that are unwilling to pay for repairs to address Tenant Damage, or to work with Housing Department to ensure repairs occur, remain responsible for the costs associated with repairs. The costs will be charged to the Tenant and counted towards arrears for the Residential Unit, if unpaid. This may result in a Notice to End Tenancy, as a breach of this policy and the Tenancy Agreement.
- 21.5 Where repairs are required to the Residential Unit as a result of Tenant Damage, the following procedures shall apply:
- a) The Housing Department shall complete an inspection and obtain an estimate of costs to repair the Tenant Damage.
 - b) Within fourteen (14) Days of receipt of the inspection report and estimates for repairs, the Housing Department shall issue a written Notice to Correct Tenant Damage to the Tenant to confirm the required repairs and offer options to correct the damage including (where appropriate) Tenant repairing the Tenant Damage themselves.
 - c) The Housing Department shall schedule a meeting with the Tenant to confirm the preferred option to correct the Tenant Damage.

- d) The Tenant and Housing Department shall sign a written agreement outlining the agreed approach to correct the Tenant Damage, which will cover:
 - i) Itemized repairs required
 - ii) Persons or contractor(s) responsible for effecting repair(s)
 - iii) Standards for repair
 - iv) Timeline for completion and any required inspections
 - v) Costs assumed by Tenant
 - vi) Costs assumed by Housing Department (if any)
- e) Where the Tenant elects to have the Housing Department complete the repairs, the Tenant shall be required to pay the cost of repairs (labour and materials) plus an administration fee of 10% of the total repair costs or \$100.00, whichever is higher. If the Tenant is unable to pay the entire cost of repairs at once, the Housing Department and the Tenant shall discuss and finalize a Repayment Agreement with at least a 25% on the total cost required up front. Until repaid, this represents a debt owing to WMFN and impacts the Tenant's financial standing and eligibility for housing or other programs.
- f) Once repairs are complete, the Housing Department shall arrange for an inspection to ensure the repair work meets WMFN Building Standards. Any costs associated with inspections will be the responsibility of the Tenant.

21.6 All instances of Tenant Damage shall be recorded in the Tenant's file and remain on file indefinitely. Tenant history and Tenant Damage is considered in housing eligibility decisions.

21.7 A former Tenant may be charged for the cost of repairs after a move-out inspection, where repairs are required to address their Tenant Damage. The former Tenant is responsible for repaying the amounts owing for the repairs, and until they do so this represents a debt owing to WMFN and impacts their financial standing and eligibility for housing or other programs.

22 RESPONSIBILITIES WHEN LIVING ON WMFN LANDS

22.1 Tenants are responsible for their own actions on WMFN Lands, as well as the actions of their pets, Occupants, and Guests. This section outlines certain conditions for ensuring that WMFN Lands remain safe and hazard free. They are not exhaustive.

- 22.2 Groundwater and Infrastructure: Tenants must ensure they do not contaminate or jeopardize groundwater or infrastructure services. For example, the following is not permitted on WMFN Lands:
- a) unauthorized ground disturbance;
 - b) unauthorized alterations to the Premises and/or surrounding lands and vegetation;
 - c) unauthorized installation or erection of buildings and structures on the Premises and/or surrounding lands
 - d) spillage of contaminants;
 - e) unauthorized driving on infrastructure right of ways with any type of vehicle or equipment;
 - f) storage of personal vehicles or machinery;
 - g) use and storage of any hazardous/toxic materials; and/or
 - h) unauthorized dumping of any garbage, refuse or hazardous/toxic materials.
 - i) If groundwater or infrastructure services are contaminated or jeopardized, the Tenant will be responsible for paying any costs associated with the damage, including the cost to remedy. If WMFN incurs costs to remedy, the Housing Department is authorized to and shall charge the responsible Tenant an additional penalty of 10% of the cost incurred, or \$100, whichever is greater.
- 22.3 Dangerous Goods: Tenants must ensure the proper storage of dangerous goods in, at, and near their Residential Unit, including for all combustibles, explosives, gases, flammable and combustible liquids, flammable solids, oxidizing substances, poisonous and infectious substances, corrosives and any other products, substances or organisms considered to be dangerous to life, health, property, or the environment when handled in accordance with the applicable laws. Tenants and Homeowners must ensure that the storage of fuel is in accordance with applicable laws, including the Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations.
- 22.4 Vehicles: Tenants must not park, keep, or store more than two (2) vehicles of any type per Residential Unit, this includes recreational vehicles, campers, or holiday trailers.
- a) Both vehicles, and any guest vehicles, must be parked within the boundaries of the Premises, on the supplied parking pad or driveway associated with the Residential Unit, unless the Tenant has obtained pre-authorization from the Housing Department in writing.

- b) Where a vehicle is not parked on the pad or driveway and there has been no pre-authorization, WMFN shall remove the vehicle(s) from the Premises and shall invoice the Tenant for any related costs.
- c) Upon request, Tenants must supply to the Housing Department information about vehicle type, make and model, insurance, and registration status for any vehicle parked at their Residential Unit. Failure to respond to a request for vehicle information, may result in WMFN towing unknown vehicles. WMFN shall remove unknown vehicles from the Premises and shall invoice the Tenant for any related costs.

22.5 Firearms: Tenants must ensure that firearms are stored in a safe and secure manner in accordance with applicable laws, including the Storage, Display, Transportation and Handling of Firearms by Individuals Regulations.

23 INSPECTIONS

- 23.1 The Housing Department may enter a Residential Unit to complete an inspection on proper Notice.
 - a) Notice is not required in an emergency situation where entry is necessary to protect life or property.
- 23.2 The Housing Department shall produce a condition report for each inspection, which shall be placed on the Tenant or former Tenant's file and include:
 - a) Name of Tenant and Residential Unit address
 - b) condition of the Residential Unit and Premises, including any deficiencies (interior and exterior)
 - c) Date of the inspection
 - d) Signature of the inspector and Tenant, where applicable.
- 23.3 The Housing Department shall conduct a move-in inspection before the start of the tenancy to confirm the condition of the Residential Unit before the Tenant assumes occupancy.
 - a) A move-in inspection shall be completed jointly by the Tenant and the Housing Department on the day the Tenant is entitled to occupy the Residential Unit or another mutually agreed day before the Tenant assumes occupancy.
 - b) During the move-in inspection, the Housing Department shall complete a condition report which shall be reviewed and signed by both the Tenant and the Housing Department.

- 23.4 The Housing Department shall conduct an annual inspection for all occupied Residential Units in this program.
- a) The purpose of annual inspections is to determine the need for any preventative maintenance or funding proposals for renovations, repairs, or retrofits to the Residential Unit, as may be required and/or eligible for, as well as to identify any Tenant Damage.
 - b) Whenever possible, annual inspections will be scheduled so that the Tenant can be in attendance during the inspection. However, if the Tenant is unable to attend, the Tenant must ensure that the Housing Department has access to complete the inspection in a timely manner.
 - c) If the annual inspection is scheduled so that the Tenant can attend, and the Tenant misses the appointment, the Housing Department will seek to reschedule with the Tenant. If the Tenant misses the second appointment, the Housing Department shall deliver Notice at least 24-hours in advance of a third appointment and shall enter the Residential Unit to complete the inspection during that third appointment slot and sign the condition report, whether or not the Tenant is in attendance.
- 23.5 The Housing Department shall conduct an inspection at the end of each tenancy.
- a) The purpose of the move-out inspection is to evaluate the condition of the Residential Unit and determine:
 - i) Any repairs required to return the unit to rentable condition; and
 - ii) Any repairs required as a result of Tenant Damage.
 - b) A move-out inspection shall be completed jointly by the Housing Department and Tenant on the day the Tenant vacates the Residential Unit, or on a mutually agreed date within 7 Days after the Tenant has vacated the Residential Unit. The Tenant is responsible for the condition of the Residential Unit until the move-out inspection is completed.
 - c) To assist with scheduling, the Housing Department shall offer the Tenant two (2) dates for a possible move-out inspection. Every effort shall be made to accommodate the Tenant's preferred inspection date; however, If the move-out inspection is scheduled so that the Tenant can attend, and the Tenant misses the appointment, the Housing Department may proceed and complete the inspection and sign the condition report without the Tenant.
 - d) Tenants are encouraged to attend move-out inspections in case of dispute over alleged Tenant Damage. The Housing Department

shall remind vacating Tenants of the need to be present during the inspection for this reason. Failure to participate in the move-out inspection, may reduce the Tenant's ability to dispute repair charges and/or deduction from any Deposit for Tenant Damage.

- 23.6 The Housing Department shall conduct an inspection in accordance with Section 23 where a Residential Unit has been deemed Abandoned.
- a) The purpose of the post-occupancy inspection is to evaluate the condition of the Residential Unit and determine:
 - i) Any repairs required to return the unit to rentable condition; and
 - ii) Any repairs required as a result of Tenant Damage.
 - b) The Housing Department may proceed with the inspection without Notice at their earliest convenience.
- 23.7 The Housing Department may, with Notice delivered at least 24 hours in advance (see Section 13 – Giving Notice), enter the unit once per calendar month to examine the Residential Unit as deemed necessary, for repair, maintenance, and inspection (including if Tenant Damage or Abandonment is suspected).
- 23.8 For security and transparency, at least two Housing Department staff shall be present during inspections and maintenance/repairs.

24 PROVISIONS FOR SUBLETTING

- 24.1 Tenants in this program shall not lease or Sublet the Residential Unit except as per Section 24.3 through 24.16 below (Leave of Absence Sublet)
- 24.2 A Tenant that sublets a Residential Unit without an approved Leave of Absence Sublet is in material breach of the Tenancy Agreement and this Policy and the Housing Department will start the process to end the tenancy.

Leave of Absence Sublet:

- 24.3 A Tenant may apply for a limited Leave of Absence Sublet if they are required to relocate due to work, education, illness, or care of a family member (other relocation reasons may be approved at the discretion of the Housing Department).
- 24.4 A Leave of Absence Sublet must be authorized in writing by the Housing Department prior to subletting the unit. Tenants that do not receive written authorization in advance are in contravention of their Tenancy Agreement and this Policy.

- 24.5 Tenants must have been in the Residential Unit for a minimum of 12 consecutive months to qualify for a Leave of Absence Sublet.
- 24.6 Leave of Absence Sublets may be negotiated for up to a 2-year term, renewable to a maximum of 6 years. Renewals must be agreed in writing between the Tenant, Subtenant and Housing Department.
- 24.7 At the end of the Leave of Absence Sublet, the Tenants may return to the Residential Unit provided that they are in Good Financial Standing.
- 24.8 If a Tenant opts to not return to the Residential Unit at the end of the term of the Leave of Absence Sublet, the Subtenant is expected to vacate the Residential Unit at the end of their term, subject to any renewals agreed in writing, and then the Residential Unit will be reallocated following this Policy.
- 24.9 Subtenants must be WMFN Members and must meet all eligibility requirements for this program. The Tenant is solely responsible for identifying a Subtenant, but where possible, should consider the Allocation priorities (see Section 4) whenever possible. The Housing Department reserves the right to request information to conduct credit or reference checks on a prospective Subtenant and to withhold consent for the Leave of Absence Sublet if it appears the proposed Subtenant will not be able to comply with the terms of the Tenancy Agreement.
- 24.10 The Tenant may request assistance from the Housing Department to find a Subtenant. The Housing Department will attempt to provide a recommended Subtenant who will qualify according to this Policy's eligibility requirements. The Tenant must approve the Subtenant before a Sublet Tenancy Agreement is executed.
- 24.11 A Sublet Tenancy Agreement must be signed by the Tenant, Subtenant, and Housing Department before occupancy. The Housing Department will conduct a pre- and post-move inspection with the Tenant and Subtenant.
- 24.12 The Subtenant shall pay rent for the Residential Unit directly to WMFN Finance Department. The Rent to be paid by the Subtenant must not exceed the Rent typically charged to the Tenant. If the Subtenant fails to pay Rent for the Residential Unit, the Tenant shall be responsible for making the payment directly to WMFN Finance Department. Any arrears statements for the Residential Unit will be sent to the Tenant and copied to the Subtenant. The Tenant may submit a written request to the Housing Department for a monthly confirmation of payment by the Subtenant. If the Subtenant leaves or their tenancy is ended, Rent will continue to be due from the Tenant even if the Residential Unit is empty.
- 24.13 The Tenant is responsible to ensure that Rent is paid for the Residential Unit, and all requirements of the Sublet Tenancy Agreement are followed by the Subtenant.

- 24.14 Subtenants are subject to this Policy. Subtenants that breach this Policy or their Sublet Tenancy Agreement will have their tenancy ended and will not be approved for any subsequent Sublet terms.
- 24.15 If the tenancy of a Subtenant is ended, it is the responsibility of the Tenant to find a new Subtenant or to request assistance from the Housing Department. Rent for the Residential Unit shall continue to accrue during this process.
- 24.16 Damage to the Unit from Subtenants (or children, pets, or Guests of the Subtenant) beyond ordinary wear and tear will be the responsibility of the Tenant as Tenant Damage.

25 EXERCISING THE OPTION TO PURCHASE

25.1 Upon final discharge of the Mortgage for the Residential Unit, the Tenant shall have the Option to Purchase the unit within 12 months of the date of the final financing payment, provided that:

- a) the Tenant has met all the terms and conditions of the Tenancy Agreement
- b) All Rent and other charges have been paid in full, and
- c) the Tenant is in Good Financial Standing.

25.2 Tenants in this program build no equity in their unit unless and until they exercise the Option to Purchase. Tenants in this program that have their tenancy ended for any reason prior to qualifying for the Option to Purchase will not be reimbursed for Rent paid to WMFN.

Option to Purchase process:

25.3 The Housing Department shall deliver a Notice of Option to Purchase upon confirmation of Mortgage discharge or receipt of full payment of outstanding financing balance for the Residential Unit.

- a) The Notice shall include a request for the Tenant to meet with the Housing Department to review the terms and conditions to exercise the Option to Purchase and discuss the financial and physical responsibilities of the Tenant if the Option to Purchase is exercised (i.e. Homeowner Agreement, insurance, maintenance and repairs).

25.4 At the meeting referenced in Section 25.3(a), the Housing Department shall provide the Tenant with:

- a) Approximate annual operating costs associated with the Residential Unit for the previous two-years and review of major works completed on the Resident;
- b) A statement of required fees for Homeowner Fees (including sewer, water, and garbage pickup, etc.);
- c) An estimated value of the home for the purpose of Tenant obtaining contents and liability insurance coverage.
 - i) Insurance coverage will be required as a condition of exercising the Option to Purchase.
- d) The terms of exercising the Option to Purchase which includes:
 - Payment to WMFN of One (1) Dollar to purchase the Residential Unit;
 - Payment of WMFN Administration fees and any additional costs.

- 25.5 Rent will continue unless and until the Option to Purchase has been exercised and completed.
- 25.6 If the Option to Purchase is exercised and completed, the Tenant shall be considered a Homeowner and subject to applicable WMFN Policies upon:
- a) payment of all associated costs
 - b) Signing a Homeowner's Agreement
 - c) Providing proof of insurance coverage
 - d) Confirming that they are willing to assume all responsibilities of the unit by becoming a Homeowner.
- 25.7 If the Option to Purchase is exercised and completed, the Homeowner is eligible to receive a Certificate of Custom Holding for the Residential Unit in accordance with applicable WMFN Policies and the Homeowner Agreement.
- 25.8 No Certificates of Possession (C.P.'s) will be given by Council and, for clarity, a Certificate of Custom Holding is not a CP.
- 25.9 Tenants who do not exercise the Option to Purchase within 12 months of receiving the Notice identified in Section 25.3, will become subject to the Nation Owned Rental Policy. The Residential Unit will no longer be available for purchase and the existing Tenancy Agreement will continue to apply, except that any reference to the Option to Purchase will be deemed to have been struck from the Tenancy Agreement.

This WMFN Rent-to-Own Housing Policy has been reviewed and approved by a quorum of Council on [June 14, 2017], coming into force on [June 14, 2017]:

Councillor: Patricia Brown

Councillor: Dean Dokkie

Councillor: Robyn Fuller

Councillor: Clarence Willson

This policy has been reviewed and amended by a quorum of Council:

April 25, 2018

March 19, 2024 (General Review and Amendments)