



Mississauga First Nation

Housing Policy

Amended June 15, 2016

VERSION TABLE

Version #	Implemented By	Revision Date	Approved By	Approval Date	Reason
1.0	<i>Housing Committee</i>	September	<i>Chief & Council</i>		
2.0	<i>Housing Committee</i>	June 15, 2014	<i>Chief & Council</i>	September 24, 2014	
3.0	<i>Housing Committee</i>	April 2016	<i>Chief & Council</i>	June 15, 2016	Updated and revised

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1.0 INTRODUCTION

MISSION STATEMENT

To provide housing options for safe, affordable and energy efficient housing for our members in a manner that is unbiased, transparent and fair.

1.1 Goals

MFN has developed this housing policy for the betterment of their community. Having a structured Housing Policy will provide Chief and Council, the Housing Committee and the Housing staff with a framework to deliver the Housing Program to all Band members in a manner that is unbiased, transparent and fair.

In conjunction with Chief and Council, the Housing Committee, and Staff the following principles have been established. These **Guiding Principles** will remain to accommodate our First Nation membership:

- Chief & Council has delegated the responsibility for most housing related matters to Housing Committee and Housing Staff;
- Build safe, affordable and energy efficient housing for our band members;
- Develop a proper maintenance program to ensure a minimum level of health and safety;
- To extend the useful life of our existing housing stock;
- Create local employment and provide training opportunities for our members to develop certified trade skills;
- Develop housing for Band members;
- To promote homeownership by providing eligible members with access to affordable and competitive mortgages through the Market Based Housing Program.

2.0 GOVERNANCE

2.1 Composition & Selection of The Housing Committee

The MFN Housing Committee will consist of a no more than nine (9) registered Band members and/or community members, one of which shall be a Council representative. Quorum shall be 50% plus 1 member.

Interested members shall submit their name to the Housing Manager for review by committee. Council may appoint members to the Committee by Band Council Resolution. Members shall serve on a volunteer basis for as long as they remain interested in serving the community and must re-apply for appointment at the beginning of a new term of Chief and Council.

Committee members are subject to the Housing Policy.

2.2 Terms of Housing Committee:

The term of each Housing Committee member shall be on-going during the term of the Council that appointed them, unless he/she resigns or is removed from the Committee. The appointment of all Housing Committee members ends automatically on the day a general election for Council held. Not more than one member from the same immediate family (mother, brother, sister, father, son, daughter) can sit on the Housing Committee at the same time.

Meetings are scheduled once a month, with emergency meetings scheduled as required.

Travel is payable for attendance at workshops and off site meetings, if required and approved by Council. Failure to attend these functions will require the member to reimburse the Band for the entire travel claim.

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

- Be a registered Band member of the Mississauga First Nation;
- Be at least 18 years of age;
- Have a sincere desire to help serve the Band members in a fair, transparent manner, and act in a non-judgmental fashion and not engage in nepotism;
- Have a good knowledge of the needs of the Band in terms of Housing;
- Must understand the Housing Policy;
- Sign an Oath of Confidentiality (Appendix 1), and follow the Conflict of Interest Guidelines;

2.3 Removal of a Member from the Housing Committee:

A member shall be removed by the Housing Committee by Band Council Resolution for the following reasons:

- Expiry of their term;
- Is charged or convicted of an offence under the *Criminal Code*;
- Breached Confidentiality;
- Acted improperly in relation to a Conflict of Interest;
- If they are not arrears or not in good standing with MFN;
- Misses three (3) consecutive meetings without valid reason; or,

The replacement will be the appointed by Council, if necessary who will only serve the balance of the replaced member's term.

2.4 Roles & Responsibilities:

2.4.1 Housing Committee:

Housing Committee members will **NOT** have a direct day to day responsibility for operations and program management. The Housing Committee's responsibilities are related to the following:

- Ensure the effective and efficient operation of the MFN Housing Program, Review and recommend to Chief & Council necessary changes annually , or as needed, to the MFN Housing Policy in its entirety;
- Review all housing applications on a timely, regular basis;
- Must participate actively in meetings and community consultations;
- Review and recommend housing projects to Council (CMHC);
- Review and recommend to Council allocations for housing as per approved application forms and criteria;
- Attend all community meetings as required;
- Review and recommend to Council Housing Renovation applications;
- Acknowledge Notices / Arrears / Eviction Notices, as provided by staff;
- Preparing for meetings by reading relevant reports and letters;
- Review and recommend annual Housing Budget to Finance Committee;
- Keeping up to date with relevant First Nations Policies.

2.4.2 Housing Manager:

The Housing Manager, in cooperation and consultation with the Infrastructure Director and Director of Operations, shall be responsible for all Housing Program administration. Any matters deemed to be urgent by the staff, where approval of the Housing Committee is required, shall be dealt with by calling an emergency committee meeting.

The Housing Manager responsibilities regarding the Housing program/Housing Committee is:

- Prepare the agenda and the minutes from each meeting;
- Prepare and present annual budgets to Infrastructure Director and Housing committee;
- Accompany qualified inspector on all work done on units, before, during and after work is done;
- Ensure reports are prepared and presented to the Housing Committee, and, where required, to Chief & Council;
- Advise the Housing Committee and Council on the implications of any transaction or policy changes contemplated;
- Day to day operations of the housing program(s) and other related duties;
- Accept Housing Applications and scoring of applications for review and approval of Housing Committee;
- Keep the Housing Committee and Council up-to-date on workshops, training, funding opportunities, and any relevant correspondence;
- Collect rent and issue receipts;

- Ensure monthly payments from Ontario Works, ODSP and Payroll are being made;

- Update the level of arrears to the Housing Committee and Chief & Council;
- Adhere to all applicable building codes and guidelines (NBC, Labour, Fire and Safety);
- Maintain and update tenant files, housing list and renovation requests;
- Provide construction and renovation updates to the Housing Committee;
- Promote and manage the Homeownership Program.
- Implement the Arrears Management Plan of the Housing Policy;
- Provide Tenant Counseling as required;
- Provide orientation to Tenants;
- Maintain database on all housing accounts;
- Ensure that all rental and other agreements between the First Nation and the tenants are complied with and in good standing. Follow up with and take all legal steps to correct all breaches of rental agreement, repayment agreements and housing policy;
- Inspect all units on an annual basis, or when circumstances warrant.

2.4.3 Chairperson/Council Representative

The Chairperson of the Housing Committee shall be the member of Band Council who is on the Housing Committee, who shall also be the portfolio holder of Council. The Chairperson's responsibilities include, but are not limited to:

- Calling committee meetings;
- Ensure presence of quorum;
- Approval of agenda, which shall include;
 - Old business;
 - Conflict of Interest Check
 - Reading of minutes of last meeting;
 - Approval or amendment of read minutes;
 - New business;
 - Set date for next meeting;
- Control the meeting, maintain order, and be an impartial mediator in the workings of the Housing Committee. Ensure that the business of the meeting proceeds smoothly and the meeting stays on topic according to the agenda;
- Ensure that minutes of meetings and resolutions are maintained;
- Call for recommendations and ensure that they are approved by a majority of members for all decisions of the Housing Committee. Ensure everybody has had an opportunity to debate and discuss a recommendation. After substantive debate and discussion, call for a vote on the recommendation;
- The Chairperson shall only vote in case of a tie;
- Represent MFN on all on and off-reserve meetings, conferences or workshops on housing issues, as directed by the Housing Committee and as approved by Council;
- Act as liaison between Chief and Council and membership;

- Present recommendations to Council.

2.4.4 Band Member/Citizen Responsibilities

Tenants who live in a CMHC financed or in a Band owned house have certain responsibilities which must be adhered to in order for them to continue occupying such a house.

Band member/Tenant SHALL:

- Comply with the terms and conditions of their rental agreement and any rental recovery agreement.
- Pay their rent regularly and on time. Rent is due on the 1st of the month. Ontario Works recipients must make arrangements with the Ontario Works Department to ensure that rent payments are made on their behalf to the MFN.
- Ontario Disability Supplement (ODSP) recipients must make arrangements with the Ministry of Community and Social Services.
- Keep the house in good condition, including the yard;
- Be responsible for performing minor maintenance on the house and to prevent damage from occurring;
- Not assign or sub-let any Band owned unit without the approval of chief and Council;
- Pay heating and electrical charges; all utilities etc, must be in the Tenants name or other, so that the bill(s) are not forwarded to the Band;
- Indemnify and save harmless MFN from all liabilities, fines, suits and claims of any kind or which the MFN may be liable or suffer by reason of the Tenant's occupancy of the premises;
- Not do any improvements or alterations to the unit without the prior written approval of the Housing Department. Any improvements, additions, or fixtures installed without prior written approval of the Landlord shall immediately and automatically become the property of the landlord;
- Immediately notify the Housing Department when they are going to vacate a house or if they plan on leaving the premises for more than 30 days;
- Not sell, transfer or otherwise dispose of any appliances, or other equipment without direct approval by the Housing Department, unless appliances are owned by the tenant;
- Not use the premises or allow the premises to be used for any other purpose other than a residential dwelling for the tenant, immediate family and/or tenant guests. *Unless other arrangements have been made through the Housing Department in writing;
- To maintain insurance for any personal property in the unit. The MFN will not be responsible for the loss of any personal property in or on the rented property;
- Maintain the premises in a clean and sanitary condition; the tenant shall be responsible for all deliberate damages to the premises;

- Enter into a rental recover agreement to repay any arrears, or if in breach of a rental recovery agreement, then to vacate the premises immediately when the landlord demands that you leave;
- Ensure that when maintenance is being conducted on the unit, the area where repairs are being done must be free of clutter and waste;
- Respect the rights and privacy of neighbours;
- Adhere to all community by-laws.

3.0 HOUSING APPLICATIONS

3.1 Housing Application Requirements

- A Mississauga Member must be at least eighteen (18) years of age, with the exception of a sixteen (16) or seventeen (17) year old Member who can demonstrate that he or she has withdrawn from parental control;
- A Housing Application must be completed and submitted to the Housing Department and must be updated when their circumstances change (Appendix 2);
- Must provide at least three written references, which could include employer/social services worker, present / previous landlord, Health provider or a person not immediately related to the applicant. References from Chief and Council will not be accepted for conflict of interest reasons and to keep the application process unbiased and transparent.
- The applicant will complete the Budget Worksheet (Appendix 3) and provide evidence of sufficient income to support rental payment (pay stubs, training allowance, or from Social Services /ODSP- through a consent release form);
- Applicants who are in arrears, or who have an outstanding debt with MFN will not be considered for any housing until the arrears or debts are paid in full; applicants will be encouraged to re-apply for housing as a “NEW” applicant once arrears or debts are paid in full;
- Applicants must identify “spouse/common law partner” at time of applying. In the event that applicants spouse/common law partner has outstanding /historical arrears owing to the First Nation the applicants will be subject to the above.
- Given the size of the waiting list for housing, existing tenants will not be eligible for a new allocation unless there is evidence of overcrowding or medical issues that require additional space;
- By taking a smaller dwelling the applicant understands that they will be removed off the housing list and will be required to re-apply for a new and/or larger dwelling;
- Applicants allocated a rental unit “To be identified prior to time of allocation” shall remain at their current housing list number and will be encouraged to apply for rent to own as they become available;
- Band member will be responsible to have an updated application on file with the Housing Department, and the Department will then provide updates to the Housing

Committee.

- If at any time after allocations have been awarded, but prior to a move in date, an applicant's situation changes with respect to the applicant's family make-up, or other factor upon which the application was scored or considered, the Housing Committee reserves the right to re-assess the allocation;
- When both applicants are band members, both names will be included on the tenancy agreement;
- Prior to moving in, the tenant shall provide first month's rent, a deposit not to exceed one month's rent and have all utilities (gas, hydro) transferred into tenants name.
- The tenant must sign a Home Inspection Report (Appendix 4) prior to moving in and must accompany housing on the inspection to confirm unit is in satisfactory condition.
- The Tenant must sign a rental agreement prior to moving into the unit.
- Applicants who have arrears will be notified in writing and will be given 12 months to repay arrears to the First Nation and/or payment arrear schedule are maintained and no default for 12 consecutive months (can be negotiated on a case by case basis)
- Should the arrears repayment schedule default, the application will be removed from the Housing Waiting List.

3.2 Red Pine Lodge Application Process

The Red Pine Lodge has been developed for MFN elders who wish to live in the community, but have no access to adequate housing. In order to be considered for the residence, the following selection criteria will be used:

- Demonstrate need and desire to live in Lodge;
- Must be a MFN member aged 50 or older;
- Must be capable of living independently;
- Provide proof they have sufficient income to pay the occupancy charges;
- Must have no existing arrears or debts with MFN;
- The Applicant's current living conditions are
 - a health & safety risk
 - a temporary housing arrangement
 - an overcrowded home
 - an unmanageable home

As this is a multi-unit facility, the applicants will be required to abide by the following rules and regulations:

- Residents (or their visitor's) use of illegal substances in the facility or on the premises will be cause for eviction;
- Tenants, their families or visitors shall not make or permit any excessive noise in the building or on the premises or do anything that will annoy or disturb or interfere in any way with other tenants quiet enjoyment of the facility;

- Pets must be kept on a leash and not disturb or pose a danger to other tenants. Tenant is required to clean up after pet as well as to abide by MFN Dog bylaw. Pets should not exceed 40 lbs.
- Guest(s) of the tenants are not to stay longer than two (2) weeks. However, if a tenant is recovering from a short term illness/recovery, guests who are acting as care takers are permitted to stay for an extended period of time. A physician / nurse slip is required explaining the need for short term assistance.
- The quiet time for the facility is 11:00 pm to 6:00

am. A separate waiting list will be maintained for Red Pine

Lodge.

3.3 Recreational Cottage Application Process

Chiblow Lake and Darryl Lake recreational cottages have been transferred to Mississauga First Nation housing department. MFN Band members who wish to have use of a recreational unit, the following selection criteria will be use:

- Demonstrate the desire to use a cottage other recreational homes identified for seasonal use.
- Must be a MFN member at least eighteen (18) years of age;
- Must have not currently have a “valid” land use permit from MFN;
- Must show interest in maintaining the cottages with minimal financial assistance from the housing program.
- A separate waiting list will be maintained for Chiblow Lake/Darrell Lake Recreational units only.
- Unit availability will be posted through the “standard” process of unit allocation.
- See attached “Application”

3.4 HOUSING WAITING LIST

A Master Housing List will be updated and maintained by the Housing Department. This master list will contain the names of members who wish to be considered for housing in the future.

4.0 RENTAL UNITS

4.1 Rental Agreement

The Rental Agreement has been developed to protect the rental unit, the tenant and MFN. The rental agreement sets out the tenant’s obligations and the obligations of MFN. A copy of the rental

agreement is included in Appendix 5.

- Rental Agreements are prepared to reflect current law, legislation, as well as goals set out by MFN and rules set out in this Housing Policy. To that end, the standard Rental Agreement (Appendix 5) may be changed or amended by Band Council Resolution.
- The Housing Department will complete an in-person meeting with the tenant(s) to make best efforts to explain the aspects of the rental program and the rental agreement. The Housing Department shall review the terms and condition imposed on tenants, charges payable by tenants and consequences for breach of the Rental Agreement.
- Two copies of the Rental Agreement shall be signed by the Housing Department and the tenant(s) prior to occupancy of the unit by the tenant(s). One original copy of the Rental Agreement shall be kept by the housing department, and the other original shall be provided to the tenant(s).
- MFN policies and the Rental Agreement shall describe the tenant's responsibility for rent payments, regular unit maintenance, snow removal, utility payments, etc.

4.2 Payment of Rent

All tenants are expected to contribute toward the cost of housing. Funds collected as rental payments will be used to protect the community's investment in Band-owned housing and to maximize housing resources.

Rent is due on the on the 1st day of each month. Where the 1st day of the month falls on a holiday or weekend, the rent is due on the first regular business day following the 1st day of the month. All current Tenants occupying a unit have agreed to pay rent, as stated on the signed Rental Agreement with MFN. For tenants on Ontario Works or ODSP, arrangements must be made for direct payment to MFN. Band employees can also make arrangements for wage deduction.

Rent payments can be made by certified cheque, money order or cash delivered to the Band office, during office hours.

4.3 Rental Rates

The rental scales are based on Phase 1 – 5 of the CMHC operating agreement and MFN based rents are based on the rental agreement. Rents shall be reviewed annually.

4.4 Transfers from a Rental to a Rent to Own/Purchase Agreement

A Band member wishing to purchase a Band owned rental unit may have the option to purchase the unit that they are currently renting, provided they have good payment history, have lived in the home for at least five (5) years and have no housing arrears. Units not eligible for outright purchase are units under the CMHC Section 95 rental program.

The purchase price shall be set by Band Council. An independent qualified appraiser may provide an

opinion on the value the unit. Once the purchase price is agreed to by the purchasing member, a purchase agreement shall be signed and paid in full. The Homeowner shall then be responsible for paying fire insurance to MFN with MFN being listed as the loss payee. ***In addition, the band member will be responsible for all maintenance on the unit once a Certificate of Ownership is granted.***

4.5 Death of a Tenant

In the event of a tenant's death, the unit may revert to a family member, provided they are a MFN Band member living full time in the unit at the time of the death and in the following priority:

- Spouse/Partner who is willing to assume the responsibility of paying rent.
- Adult children over 18 years of age with dependents;
- Legal guardian of any minor member children;
- Band member/ who lives in the unit who is willing to assume the responsibility of paying rent.

Notwithstanding this general priority, the First Nation reserves the right to refuse to offer a rental agreement to a family member of the deceased where that family member:

- would not qualify for housing under this policy on their own;

Furthermore, the Council reserves the right to refuse to rental agreement the unit to a family member of a deceased tenant where there is an emergency or greater need for the unit to another member.

The family member allowed to remain in the unit must agree to and sign a new Rental Agreement with MFN Housing. If none of the family/Band member require the unit, the unit shall revert back to the Committee for a new allocation.

For single tenants, or tenants who live alone, the Housing Department will wait ten (10) days from the date of death to consult with family members. After the ten (10) day period, the family, friends or executor(rix) will be required to make the necessary arrangements to have access to the rental unit and remove all the personal belongings within twenty (20) days from the date the tenant passed away.

4.6 Marital Breakdown

- In the case of matrimonial breakdown, a spouse may apply to a court of competent jurisdiction to determine disputes in relation to interests in the Matrimonial home as per the Mississauga First Nation Matrimonial Real Property Act.

In the event that the Matrimonial Real Property Act is not pursued the following shall apply;

- In the case of marital breakdown, where one of the parties is not an MFN member, the agreement will remain in the name of the MFN member except where children are involved.

- In the case of a marital breakdown, the parent granted primary custody of the children, who are MFN band members, will retain possession and the right to occupy the unit.
- In the case of a marital breakdown, where both parties are MFN members, the agreement of the unit will be put in the name of the person originally on the housing application; unless custody of the children is granted to another person other than the original applicant.
- If both MFN members with no children and joint tenancy, both agree to who gets right to occupy in the event of marital breakdown at signing of rental agreement.

4.7 TENANT DEFAULT

Defaulting on rental payments will result in the consequences set out here, and in the Rental Agreement.

Default policies will be applied immediately after one payment has been missed, as follows:

- Rent payments due on the first working day of the month. A Default Notice (Appendix 6) will be sent to the tenant ten (10) days after rent is due. A tenant will be reminded to pay the outstanding rent in full or make an appointment with the Housing Department to discuss repayment of the arrears. The Default Notice will be taped to the unit's front door, and is effective on the date so delivered.
- If 5 days after the default notice is taped to the front door of the unit payment has been not been received, the tenant must attend a meeting with the Housing Department to discuss the situation and to make arrangements for the payment of arrears. Both the tenant and the Housing Department must agree to a Rental Arrears Agreement (Appendix 9) in writing. The Rental Arrears Agreement will include the amount of each repayment installment and the date that payment is due. If the tenant fails to honour the Arrears Agreement, the tenant shall be evicted. The Housing Department will also make every effort to contact the tenant by phone to discuss the arrears situation. The First Notice shall inform the tenant of this meeting, and the date and time it will be held.
- If the tenant refuses or fails to attend the scheduled meeting with the Housing Department, or refuses to enter into a Rental Recovery Agreement, then an eviction notice (Appendix 8), will be sent advising the tenant that they have 5 working days to make full payment of the arrears or to vacate the unit.
- If the tenant fails to meet with the Housing Department or breaches their Rental Recovery Agreement, then an Eviction Notice (Appendix 8) will be sent advising the tenant that they have 24 hours to vacate the unit.
- Every reasonable effort will be made to try to avoid an eviction.
- If a tenant receives three Default Notices within a fiscal year, the Rental Agreement will be revoked and an eviction notice will be issued.

4.8 Eviction/Termination of the Rental Agreement

Termination of a Rental Agreement due to breach/default of the Housing Policy or the Rental Agreement will result in eviction of the tenant(s) from the unit. Eviction action will be taken as a last resort in cases where the tenant(s) have failed to resolve the breach of the Rental Agreement. Prior to taking eviction action, the Housing Department will ensure that tenant counseling has been attempted to reinforce the consequences of failure to resolve the breach of the Rental Agreement.

If the tenant does not vacate the unit at the required date defined in the termination of rental notice, the Housing Department may obtain the services of the police to accompany Band employee.

Should a tenant leave belongings after the unit has been evicted or has vacated the unit, they will be required to contact Housing in order to enter the unit and remove them. Tenants will have ten (10) days after they have been evicted or they have vacated to retrieve and remove all belongings, after which the Housing Department will discard them.

Where the reason for evictions is rental arrears, the tenant will also be advised that in order to qualify for future housing, the rental arrears must be paid in full.

Any person(s) occupying a house without the permission of the Housing Department will be evicted immediately.

All Tenants will be required to notify Housing in writing, 30 days prior to moving. If a Tenant moves out of a house without informing the Housing Department, the house will be deemed abandoned and re-assigned by the Housing Committee.

Tenant complaints must be provided in writing and submitted to the Housing Department. Complaints will be kept confidential, to the extent possible under the law. We reserve the right to use any written complaints to defend the First Nation from any allegations of misconduct of any sort.

Tenants will be evicted for the following reasons:

1. Making false declarations on a Housing Application that results in a housing allocation;
2. Causing willful or negligent damage to the building, mechanical and electrical systems in the building, supplied appliances, or the property;
3. Fails to abide by the terms of the Rental Agreement;
4. Failing to abide by these Housing Policies; or,
5. If the tenant's guests or lawful co-residents in the unit engage in conduct that breaches the lease agreement or these policies.

4.9 Maintenance

MFN Responsibilities

- MFN, through the Housing Department shall maintain the premises in a reasonable state of repair, carry out preventative maintenance to extend the useful life of the unit, and comply with health and safety standards.
- The Housing Department shall carry out major repairs or repairs arising from normal wear and tear unless, in the sole discretion of the Housing Department, the cost of the repairs compared to the value of the unit supports demolition of the unit. Major repairs and replacements (subject to availability of funding) are generally defined as follows:
 - Roof repairs,
 - Plumbing repairs,
 - Electrical work,
 - Major structural work,
 - Electrical fixture replacement,
 - Repairing fridge and stove (as long as they have not been damaged),
 - Replacing broken windows (as long as they have not been damaged by the tenant),
 - Repairs to floors, doors and cupboards as needed,
- If the unit suffers severe structural damage posing a hazard to health and/or safety, then the occupants must move out of the unit immediately. This will be determined after an inspection by the Housing Manager and a qualified Housing Inspector. If tenant cannot find suitable accommodation, and only as a last resort Housing might pay for a temporary residence up to a maximum of five (5) days.
- The Housing Department will keep a record of all maintenance and repairs carried out on a rental unit including reason for the repairs, repair items and costs.

Tenant Responsibilities

- Tenants are responsible for the general maintenance, cleaning, repairs and replacements outlined here and in the Rental Agreement, and for the cost of all repairs required due to negligence, vandalism, tenant damage or damage by their guests. A damage report (Appendix 10) will be completed by the Housing Department. A schedule of specific tenant responsibilities is included in the rental agreement.
- If major damage (over \$1,000) caused by tenant abuse is identified by Housing Staff, an estimate of the repairs will be provided by the Housing Department. The tenant will have 30 days to make arrangements with Housing to pay for repairs carried out by the Housing Department. Failure to pay will result in eviction.
- Tenants must immediately report to the Housing Department of any accident, break or defect in water, heating or electrical systems, or in any part of the home and its' equipment in general. A failure to report in a timely manner (but in no case more than 7 days after the damage is discovered), will be considered to be a breach of tenant responsibilities.

- Tenants must get permission of the Housing Department to make any alterations, additions or improvements to the unit (including sheds and garages). A qualified inspector shall review any such alterations, additions, or improvements to ensure it meets applicable codes. In situations where permission has not been received, it may be the responsibility of the Tenant to return the unit to its original condition and at no cost to the First Nation. All improvements and fixtures, even where permission has been given by the Housing Department, shall immediately become the property of the First Nation, and Tenants shall not be reimbursed in any way for any improvements or fixtures they have completed at their own expense.
- Tenants are required to keep their unit and surrounding property area clean, free of garbage and junked cars. Tenants will be given a Clean-up Notice (Appendix 11) to remove junked cars and garbage, after which the Housing Department will either remove the items and add the cost to do the work to the tenant's rent due for the period when the work is done, or give the tenant a Default Notice and tenant if the required clean-up is not completed within 30 days, evict the tenant.

4.10 Inspections

Regular Inspections

All rental housing units shall be inspected at least once annually. The inspection will be carried out to record the condition of the unit. These inspections will identify the need for any preventative maintenance as well as to determine any misuse or negligence on the part of the tenant. Refer to Appendix 2 for a copy of the Home Inspection form.

Move-In Inspection

- A move-in inspection will be completed on the day the tenant is entitled to take possession of the unit or on another mutually agreed upon day.
- The move-in inspection will be completed jointly by the tenant and a representative of the Housing Department. The tenant(s) MUST be present during the inspection.
- The Housing Department representative will complete a unit condition report that confirms the condition of the property. The report must be reviewed and signed off by both the Housing Department representative and the tenant(s). (photos to be included)

Move-Out Inspection

- A move-out inspection will be completed by the Housing Department and tenant on or after the day the tenant ceases to occupy the rental unit, or on another mutually agreed day.
- The Housing Department must complete a unit condition inspection report. Both the Housing Department and tenant should sign the unit condition inspection report and the Housing Department must give the tenant a copy of the report.
- The Housing Department may make the inspection and complete and sign the condition inspection report without the tenant if the Housing Department has provided notice as required above and the tenant does not participate on either occasion, or the tenant has

abandoned the rental unit or has been evicted, or if the Tenant refuses to sign the resulting report.

- Any repairs required to the unit resulting from damage by the tenant(s) or their guests shall be confirmed in writing to the tenant(s) in the unit condition inspection report, and cost recovery to be pursued by the Housing Department. Tenants will not be billed for regular wear and tear.

4.11 Fires

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

- Tenant's file, including the current lease, previous leases, complaints and incident reports;
- The Unit's file including all condition reports and photos, repairs and maintenance history, complaints and incident reports;
- Location of the unit;
- Any reports or information on, or suggesting, how the fire was started;
- Report of injuries or fatalities;
- Record of all reports to authorities and insurers, as required;
- Extent of damage to the house;
- Copy of the official Fire Report and Police reports;
- The Housing Department will ensure that reasonable fire insurance coverage is maintained for the building, fixtures, and property should then be damaged by accidental fires, and the Housing Department shall take all steps necessary to ensure coverages of these policies are maintained. The deductible will be paid by MFN.
- Tenant's personal property is not covered by this insurance, and Tenants will have to maintain their own Tenant's insurance for their personal property.
- If tenant cannot find suitable accommodation, and only as a last resort Housing may pay for a temporary residence up to a maximum of five (5) days. The tenant will be required to re-apply for new housing if the unit is beyond repair.

4.12 Expiration of the CMHC Section 95 Operating Agreements

MFN has entered into operating agreements throughout different years with CMHC for phases 1 to 5 for terms up to 25 years. Once the agreements have fully matured, the units are no longer subject to the terms of the CMHC operating agreement, and MFN can, at its discretion, sell ownership of the units to Band members in the manner as set out in article 4.4 above.

In such instances, the following criteria shall apply in transferring ownership to tenants:

- no transfer or rent to own agreement will be allowed to start until all arrears are paid in full; and,
- Tenants must have paid rent for the required minimum period of time without Band assistance or Ontario Works support as set out in the following table.

Age of Home when Tenant Occupied	Years of Payment Required
0 – 5 Years	20 – 25 Years
6 – 10 Years	15 – 19 Years
11 – 14 Years	11 – 14 Years
15 + Years	10 Years

5.0 RENT TO OWN UNITS

5.1 Rent to Own Agreement

The Rent to Own Agreement has been developed to protect the rent to own unit, the tenant and MFN. The rent to own agreement sets out the tenant’s obligations and the obligations of MFN. A copy of the rent to own agreement is included in Appendix 12.

- Rent to Own Agreements are prepared to reflect current legislation as well as goals set out by MFN and rules set out in this Housing Policy. To that end, the standard Rent to Own Agreement (Appendix 12) may be changed or amended by Band Council Resolution
- The Housing Department will complete an in-person meeting with the tenant(s) to make best efforts to explain the aspects of the rent to own program and the rent to own agreement. The Housing Department shall review the terms and conditions imposed on tenants, charges payable by tenants and consequences for breach of the Rent to Own Agreement.
- Two copies of the Rent to Own Agreement shall be signed by the Housing Department and the tenant(s) prior to occupancy of the unit by the tenant(s). One original copy of the Rent to Own Agreement shall be kept by the housing department, and the other original shall be provided to the tenant(s).
- MFN policies and the Rent to Own Agreement shall describe the tenant’s responsibility for rent payments, regular unit maintenance, snow removal, utility payments, etc.

5.2 Payment Of Rent

All tenants are expected to contribute toward the cost of housing. Funds collected are considered as rent payments and will be used to protect the community’s investment in Band-owned housing and to maximize housing resources.

Rent is due on the on the 1st day of each month. Where the 1st day of the month falls on a holiday or weekend, the rent is due on the first regular business day following the 1st day of the month. All current Tenants occupying a unit have agreed to pay rent, as stated on the signed Rent to Own Agreement with MFN. For tenants on Ontario Works or ODSP, arrangements must be made for direct payment to MFN. Band employees can also make

arrangements for wage deduction.

Rent payments can be made by certified cheque, money order or cash delivered to the Band office during office hours.

5.3 Rental Rates

The rental scales are based on Phase 1-5 of the CMHC operating agreement and MFN based rents are based on the original agreement. Rents shall be reviewed annually:

Every two years a two (2) Per cent increase in rental rates effective April 1.

Tenants located at Red Pine Lodge will be exempt from rental increases.

As per tenancy agreements, appropriate written notice will be given to tenants.

5.4 Death of a Tenant

In the event of a tenant's death, the unit may revert to the family, provided they are a MFN Band member who is willing to assume the responsibility of paying rent, in the following priority (beneficiary can also be listed in rent to own agreement):

- Spouse/Partner;
- Adult children over 18 years of age with dependents;
- Legal guardian of any minor children;
- Band member/ who lives in the unit and is willing to assume the responsibility of paying rent

Notwithstanding this general priority, the First Nation reserves the right to refuse to offer a band owned unit to a family member of the deceased where that family member:

- would not qualify for housing under this policy on their own;

A new Rent to Own Agreement must be signed with MFN Housing. If none of the family Band members requires the unit, the unit shall revert back to the Committee for a new allocation.

For single tenants, or tenants who live alone, the Housing Department will wait ten (10) days from the date of death to consult with family members. After the ten (10) day period, the family, friends or executor(rix) will be required to make the necessary arrangements to have access to the rent to own unit and remove all the personal belongings within twenty (20) days from the date the person passed away.

5.5 Marital Breakdown

Band Rent to Own Units:

- In the case of matrimonial breakdown, a spouse may apply to a court of competent jurisdiction

to determine disputes in relation to interests in the Matrimonial home as per the Mississauga First Nation Matrimonial Real Property Act.

In the event that the Matrimonial Real Property Act is not pursued the following shall apply;

- In the case of marital breakdown, where one of the parties is not an MFN member, the agreement will remain in the name of the MFN member except where children are involved.
- In the case of a marital breakdown, the parent granted primary custody of the children, who are MFN band members, will retain possession and the right to occupy the unit.
- In the case of a marital breakdown, where both parties are MFN members, the agreement of the unit will be put in the name of the person originally on the housing application; unless custody of the children is granted to another person other than the original applicant.
- If both MFN members with no children and joint tenancy, both agree to who gets right to occupy in the event of marital breakdown at signing of the rent to own agreement.

5.6 Default Management

Defaulting on rental payments will have suitable consequences outlined and followed in the Rent to Own Agreement. This agreement will be signed by the duly authorized representative, (Housing Manager) and the Tenant(s).

Default policies will be applied immediately after one payment has been missed, as follows:

- Rent payments due on the first working day of the month. A First Notice (Appendix 13) will be sent to the tenant thirty (30) days after rent is due. A tenant will be reminded to pay the outstanding rent in full or make an appointment with the Housing Department to discuss repayment of the arrears.
- If after forty-five (45) days no payment has been received, a Second Notice (Appendix 14) will be sent to request a meeting between the tenant(s) and the Housing Department to discuss the situation and to make arrangements for the payment of arrears. The Housing Department will also make every effort to contact the tenant by phone to discuss the arrears situation.
- If after fifty-five (55) days no payment has been received, a Final Notice (Appendix 15) will be sent to advise that they have 5 days to make arrangements for the payment of arrears. If not addressed an eviction notice will be issued
- If after sixty (60) days no payment has been made, an Eviction Notice (Appendix 16) will be sent advising the tenant that they have 48 hours to make full payment of the arrears or to vacate the unit.
- Every effort will be made to avoid an eviction. Both the tenant and the Housing Department must agree to all Arrears Agreements in writing. The Arrears Agreement will include the amount of each repayment installment and the date the payment is due. If the tenant fails to honour the Arrears Agreement, the tenant shall be evicted.

- If a tenant receives Two Second Notices within a fiscal year, the Rent to Own Agreement will be revoked and an eviction notice will be issued.

5.7 Eviction/Termination of the Rent to Own Agreement

Termination of a Rent to Own Agreement due to breach of the Housing Policy or the Rent to Own Agreement will result in eviction of the tenant(s) from the unit. Eviction action will be taken as a last resort in cases where the tenant(s) have failed to resolve the breach of the Rent to Own Agreement. Prior to taking eviction action, the Housing Department will ensure that tenant counseling has been attempted to reinforce the consequences of failure to resolve the breach of the Rent to Own Agreement.

If the tenant does not vacate the unit at the required date defined in the termination of rental notice, the Housing Department may obtain the services of the police to accompany Band employee.

Should a tenant leave belongings after the unit has been vacated, they will be required to contact Housing in order to enter the unit and remove them. Tenants will have ten (10) days after the unit has been vacated to remove all belongings, after which Housing will discard them.

Where the reason for evictions is rental arrears, the tenant will also be advised that in order to qualify for future housing, the rental arrears must be paid in full.

Any person(s) occupying a house without the permission of the Housing Department will be evicted immediately.

All Tenants will be required to notify Housing in writing, 30 days prior to moving. If a Tenant moves out of a house without informing the Housing Department, the house will be deemed abandoned and re-assigned by the Housing Committee

Complaints must be provided in writing and submitted to the Housing Department. Complaints will be kept confidential.

Tenants or persons within the household will be evicted for the following reasons:

- Making false declarations on a Housing Application that results in a housing allocation;
- Tenant causing willful damage of property;
- Fails to abide by the terms of the Rent to Own Agreement.

5.8 Maintenance

MFN Responsibilities

MFN, through the Housing Department, is responsible to maintain the premises in a good

state of repair, to carry out preventative maintenance and to comply with health and safety standards to extend the useful life of the unit. A schedule of specific MFN responsibilities is included in the rent to own agreement.

- The Housing Department is responsible to carry out major repairs or repairs arising from normal wear and tear. Major repairs and replacements (subject to availability of funding) are generally defined as follows:
 - Roof repairs,
 - Plumbing repairs,
 - Electrical work,
 - Major structural work,
 - Electrical fixture replacement,
 - Repairing fridge or stove (as long as they have not been damaged),
 - Replacing broken windows (as long as they have not been damaged by the tenant),
 - Repairs to floors, doors and cupboards as needed,
- The Housing Department will keep a record of all maintenance and repairs carried out on a rent to own unit including reason for the repairs, repair items and costs.

Tenant Responsibilities

- Tenants are responsible for the general maintenance, cleaning, repairs and replacements outlined here and in the Rent to Own Agreement, and for the cost of all repairs required due to negligence, vandalism, tenant damage or damage by their guests. A damage report (Appendix 10) will be completed by the Housing Department. A schedule of specific tenant responsibilities is included in the rent to own agreement.
- If major damage (over \$1,000), caused by tenant abuse, is identified by Housing Staff, an estimate of the repairs will be provided by the Housing Department. The tenant will have 30 days to make arrangements with Housing to pay for repairs carried out by the Housing Department. Failure to pay will result in eviction.
- Tenants are responsible to immediately report to the Housing Department of any accident, break or defect in water, heating or electrical systems, or in any part of the home and its' equipment in general.
- Tenants must get permission of the Housing Department to make any alterations, additions or improvements to the unit (including sheds and garages). A qualified inspector shall review any such alterations, additions, or improvements to ensure it meets applicable codes. In situations where permission has not been received, it will be the responsibility of the Tenant to return the unit to its original condition and at no cost to the First Nation. Tenants will not be reimbursed for any improvements they have completed at their own expense.
- Tenants are required to keep their unit and surrounding area clean, free of garbage and

junked cars.

5.9 Inspections

Regular Inspections

All rent to own housing units shall be inspected at least once annually. The inspection will be carried out to record the condition of the unit. These inspections will identify the need for any preventative maintenance as well as to determine any misuse or negligence on the part of the tenant. Refer to Appendix 4 for a copy of the Home Inspection form.

Move-In Inspection

- A move-in inspection will be completed on the day the tenant is entitled to take possession of the unit or on another mutually agreed upon day.
- The move-in inspection will be completed jointly by the tenant and a representative of the Housing Department. The tenant(s) MUST be present during the inspection.
- The Housing Department representative will complete a unit condition report that confirms the condition of the property. The report must be reviewed and signed off by both the Housing Department representative and the tenant(s). (photos to be included)

Move-Out Inspection

- A move-out inspection will be completed by the Housing Department and tenant on or after the day the tenant ceases to occupy the rent to own unit, or on another mutually agreed day.
- The Housing Department must complete a unit condition inspection report. Both the Housing Department and tenant must sign the unit condition inspection report and the Housing Department must give the tenant a copy of the report.
- The Housing Department may make the inspection and complete and sign the condition inspection report without the tenant if the Housing Department has provided notice as required above and the tenant does not participate on either occasion, or the tenant has abandoned the unit or has been evicted.
- Any repairs required to the unit resulting from damage by the tenant(s) or their guests shall be confirmed in writing to the tenant(s) and cost recovery will be pursued by the Housing Department. Tenants will not be billed for regular wear and tear.

5.10 Fires

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

- Tenant of the unit;
- Location of the unit;
- How the fire was started;
- Report of injuries or fatalities;
- Report to authorities, as required;

- Extent of damage to the house;
- Copy of the official Fire Report.
- Accidental fires will be covered under the insurance and the deductible will be paid by MFN. If tenant cannot find suitable accommodation, as a last resort Housing will pay for a temporary residence up to a maximum of five (5) days. The tenant will be required to find accommodations during the period of any repairs or replacement.

6.0 BAND OWNED UNITS

6.1 Transfers from a Band Owned to a Purchase Agreement

A band member wishing to purchase a Band owned unit shall have the option to purchase the unit they are currently residing in it.

The purchase price shall be determined through an independent qualified appraiser to value the unit or the depreciated value list from 2001. Once the purchase price is agreed too, a rent to own/purchase agreement shall be signed.

6.2 Death of a Tenant

In the event of a tenant's death, the unit may revert to the family, provided they are a MFN Band member, in the following priority:

- Spouse/Partner;
- Adult children over 18 years of age with dependents;
- Legal guardian of any minor member children;
- Band member/ who lives in the unit.

Notwithstanding this general priority, the First Nation reserves the right to refuse to offer a band owned unit to a family member of the deceased where that family member:

- would not qualify for housing under this policy on their own;

If none of the family Band members requires a unit, the unit shall revert back to the Committee for a new allocation. The unit will be converted to a rental or rent to own.

For single tenants, or tenants who live alone, the Housing Department will wait ten (10) days to consult with family members. After the ten (10) day period, the family, friends or executor(rix) will be required to make the necessary arrangements to have access to the unit and remove all the personal belongings within twenty (20) days.

6.3 Marital Breakdown

Band Owned Units:

- In the case of matrimonial breakdown, a spouse may apply to a court of competent jurisdiction to determine disputes in relation to interests in the Matrimonial home as per the Mississauga First Nation Matrimonial Real Property Act.

In the event that the Matrimonial Real Property Act is not pursued the following shall apply;

- In the case of marital breakdown, where one of the parties is not an MFN member, the agreement will remain in the name of the MFN member except where children are involved.
- In the case of a marital breakdown, the parent granted primary custody of the children, who are MFN band members, will retain possession and the right to occupy the unit.
- In the case of a marital breakdown, where both parties are MFN members, the agreement of the unit will be put in the name of the person originally on the housing application; unless custody of the children is granted to another person other than the original applicant.
- If both MFN members with no children and joint tenancy, both agree to who gets right to occupy in the event of marital breakdown.

6.4 Eviction

Any person(s) occupying a band owned unit without the permission of the Housing Department will be evicted immediately.

All Tenants will be required to notify Housing in writing, 30 days prior to moving. If a Tenant moves out of a house without informing the Housing Department, the house will be deemed abandoned and re-assigned by the Housing Committee

6.5 Maintenance

MFN Responsibilities

MFN, through the Housing Department, is responsible to maintain the premises in a good state of repair, to carry out preventative maintenance and to comply with health and safety standards to extend the useful life of the unit.

- The Housing Department is responsible to carry out major repairs or repairs arising from normal wear and tear. Major repairs and replacements (subject to availability of funding) are generally defined as follows:
 - Roof repairs,
 - Plumbing repairs,
 - Electrical work,
 - Major structural work,
 - Electrical fixture replacement,
 - Replacing broken windows (as long as they have not been

- damaged by the tenant),
- Repairs to floors, doors and cupboards as needed,
- The Housing Department will keep a record of all maintenance and repairs carried out on a band owned unit including reason for the repairs, repair items and costs.

MAINTENANCE - TENANT'S RESPONSIBILITY:

- Tenants are responsible for the general maintenance, cleaning, repairs and replacements and for the cost of all repairs required due to negligence, vandalism, tenant damage or damage by their guests and as per the following list:.

Exterior and Grounds:

- screens damage
- down spouts damaged
- siding or stucco marked or damaged
- holes in lawns caused by pets.

Interior of Building:

- tile lifting because of excess water and no wax being used or carpeting soiled or torn.
- cracked or chipped tile if evidence of damage
- damage to gyproc or doors
- gouges in walls from furniture, etc..
- doors and lock sets damaged
- doors and drawers on kitchen cupboards damaged
- bent or broken hinges on cupboards doors
- windows or locks broken
- window frames missing or damaged
- grab bars pulled off walls
- flooring chewed or gouged from pets or other causes
- doors and walls scratched by pets
- to clean exhaust fans - kitchen and bathrooms

Electrical:

- switch and plug plates missing or broken
- porcelain lamp holders damaged

- If major damage (over \$1,000), caused by tenant abuse, is identified by Housing Staff, an estimate of the repairs/damage report will be provided by the Housing Department. The tenant will have 30 days to make arrangements with Housing to pay for repairs carried out by the Housing Department. Failure to pay will result in eviction.
- Tenants are responsible to immediately report to the Housing Department of any accident, break or defect in water, heating or electrical systems, or in any part of the home and its' equipment in general.
- Tenants must get permission of the Housing Department to make any alterations, additions or improvements to the unit (including sheds and garages). A qualified inspector shall review any such alterations, additions, or improvements to ensure it meets applicable codes. In situations where permission has not been received, it will be the responsibility of the Tenant to return the unit to its original condition and at no cost to the First Nation. Tenants will not be reimbursed for any improvements they have completed at their own expense.
- Tenants are required to keep their unit and surrounding area clean, free of garbage and junked cars. Tenants will be given a Clean-up Notice (Appendix 11) to remove junked cars and garbage, after which the Housing Department will either remove the items and add the cost to do the work to the tenant's rent due for the period when the work is done

6.6 Inspections

Regular Inspections

All band owned housing units shall be inspected at least once annually. The inspection will be carried out to record the condition of the unit. These inspections will identify the need for any preventative maintenance as well as to determine any misuse or negligence on the part of the tenant. Refer to Appendix 4 for a copy of the Home Inspection form.

6.7 Fires

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

- Tenant of the unit;
 - Location of the unit;
 - How the fire was started;
 - Report of injuries or fatalities;
 - Report to authorities, as required;
 - Extent of damage to the house;
 - Copy of the official Fire Report.
- Accidental fires will be covered under the insurance and the deductible will be paid by MFN. If tenant cannot find suitable accommodation, as a last resort Housing will pay for a temporary

residence up to a maximum of five (5) days. The tenant will be required to find accommodations during the period of any repairs or replacement.

6.8 Certificate of Ownership

Any member who has lived in the band owned unit for 25 years are entitled and may be given a Certificate of Ownership (appendix) for the home.

Eligible Certificates will be issued annually, April 1st issue date.

Certificates will be issued under these circumstances

- Original occupant of the band owned unit for 25 years
- Tenancy agreement has been paid in full

7.0 ABANDONED UNITS

An abandoned unit is defined as:

- a unit that is unoccupied for more than 60 days by the original tenant;
- no heat and hydro utilities have been paid and;
- Tenant has left the home or community without advising the Housing Department.
- If hydro or gas services are transferred to the First Nation the unit will automatically be reverted back to the First Nation

A notice will be issued to tenant to confirm their residency (Appendix 20). This notice will be mailed to the tenant, and also taped to the front door of the unit. A response is required within 15 days. In such cases where no response has been received, the house will be re-allocated based on the Housing List. Any arrears and damages owing at the date of the abandonment shall remain the responsibility of the tenant, and the Housing Department shall pursue repayment of the debt. Any band owned units will be converted to either rental or band rent to own.

8.0 TRANSFER OF TENANCY (member to member agreements)

All Band owned units may not be transferred, sublet or assigned to another Band member without the prior written approval of the Housing Committee and Band Council. Prior approval is always required before any transfer of tenancy.

Transfers or assignments will not be approved for Band members who were awarded a new unit or who have not resided in the unit for more than two (2) years if they no longer require the unit. The tenant must move out and the unit will then be re-allocated by the Housing Committee. The committee does, however, reserve the right to review situations on a case by case basis.

Under certain circumstances, tenants may be approved to sublet their tenancy to another MFN

Band member for the following reasons:

- Health reasons (requiring long-term hospitalization);
- Education / returning to school;
- Work; or,
- Other.

For education transfers, letter of acceptance and proof of full-time enrolment must be submitted prior to approval. A sublet will be for the duration of program until they graduate.

Tenants who take medical transfer will be required to provide a letter from their Physician stating the need for extended out of town treatment and approximate time.

For Work, a one-time sublet will be allowed for a maximum of three (3) years.

In all situations, all transfers are considered on a case by case basis by the Housing Committee which makes recommendations to Council on the requests for ratification.

For temporary transfers, which will be up to a maximum of four (4) years, the Member to Member form (Appendix 17, 18, 19) and letter explaining the situation shall be completed by the tenant and submitted for approval. In situations where the tenant has made arrangements for another Band member to reside in the home, the original occupant will be responsible for the any damages and rent payments.

The sub-tenant must agree in writing that he/she is aware of their responsibility for securing their own accommodations after the housing contract expires. The sub-tenant must also accept the unit on a "as is" basis. For the duration of the sub-tenancy, the subtenant agrees to maintain the upkeep of the unit and keep all bills, associated with upkeep, in good standing.

Terms of the original lease agreement will remain in force. In situations where the subtenant is evicted as a result of breaching the Lease Agreement or Housing Policy, the original tenant will be fully responsible to meet the terms and conditions of the tenancy, including the payment of all rent. If the tenant wishes to continue to sublet the unit, the primary tenant will be required to find a new sub-tenant. If the reason for eviction is rental arrears, the original tenant will be responsible for **ALL** arrears unpaid by their sub-tenant.

The transfer arrangement is subject to cancellation upon the mutual of agreement of both parties with sixty (60) days' notice, after which the original tenant can move back into the residence.

9.0 APPEAL PROCESS

Band member may appeal any decisions made regarding the enforcement of the Housing Policy. Band members must appeal within 10 (ten) working days from the date of the notification. Appeals must be delivered to the Housing Committee with an in-person presentation. The recommendation will be made by the Housing Committee to Chief and Council and their decision shall be considered final.

10.0 APPLICATION PROCESS FOR MINISTERIAL LOAN GUARANTEE

The Mississauga First Nation Band Council will consider, and may approve, Ministerial Guarantees for individual Band members residing on the reserve for the sole purpose of obtaining loans for homeowners for costs associated with renovating existing home or constructing a new housing unit on Mississauga First Nation. The housing purchase application process shall include the purchase of existing units (transfer from a band owned or rental to a purchase agreement).

All applicant(s) shall be assessed according to the criteria established in this policy. A recommendation by the Housing Manager to Band Council that the applicant meets the program eligibility is required, but Band Council, by BCR, in its sole discretion, must approve the guarantee and the amount to be guaranteed.

- Applying for and approving Ministerial Guarantee Agreements will be a separate administrative actions by the Housing Department and Band Council.
- The Housing Manager will assist the home dweller in drafting the application and any follow-up procedures required by the Ministerial Guarantee Program established for the First Nations by Indian and Northern Affairs Canada.
- All loans must be pre-approved by a bank or loan institution through the personal efforts of the homeowner, before approaching Band Council for a Ministerial Guarantee.
- Approval amounts will be based on the following:
- Applicant(s) must have a single or combined income of \$40,000 annually to receive approval for a Ministerial Guarantee amount not to exceed \$10,000.
- Applicant(s) must have a single or combined income of \$60,000 annually to receive approval for a Ministerial Guarantee amount not to exceed \$20,000.
- Applicant(s) must be employed by the employer in a permanent position for a minimum period of twelve (12) consecutive months prior to the submission of the application.
- The applicant for the Ministerial Guarantee Agreement must include all documentation required by the loaning institution and the signed Band Council Resolution before the Ministerial Guarantee is considered valid.
- Ministerial Guarantee Agreement approvals shall not exceed a total amount of \$50,000 at any given term or time.

10.1 Ministerial Loan Guarantee Criteria Guidelines

1. The applicant must be registered occupant of the unit to be eligible for renovation loan.
2. The schedule of the Loan Repayment shall be determined by the financial institution
3. In the event of default of the financial institution shall inform the MFN
4. The MFN shall proceed to recover the funds from the applicant and could proceed to have a garnishee issued against the applicant from all sources.

10.2 Ineligible For Housing Loan Assistance:

Individuals requesting for further housing loan guarantee assistance will be ineligible for the following reasons:

- a) Any Band member who currently has delinquent housing arrears or existing renovation loan is ineligible.
- b) Had received housing assistance in previous years;
- c) Abandoned a housing unit before;
- d) Where the housing application is incomplete or missing required information;
- e) The applicant(s) is unwillingness to follow policy and procedures as per the rental agreement
- f) The applicant resides in a CMHC Section 95 Unit;
- g) The applicant is, in the sole discretion of Band Council, a poor risk, in that,
 - a. Their total debt to income ratio is too high;
 - b. they have other outstanding financial obligations, like child support, that make them a poor risk;
 - c. they have other outstanding debts with the First Nation;
 - d. their credit history discloses a concern about their ability to repay the loan
 - e. they have a history of damaging rental property

11.0 OTHER RENOVATIONS

11.1 Residential Rehabilitation Assistance Program (RRAP)

Canada Mortgage & Housing Corporation (CMHC) offers funding under the Residential Rehabilitation Program (RRAP) to homeowners and for persons with disabilities. This part of the policy sets out how the Housing Department will implement this program, however, where there is any conflict with the CMHC program, the CMHC program will be applied.

Loan Amount

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

RRAP Guidelines

Homeowner RRAP is available to for homeowners whose house lacks basic facilities or is in need of major repair in one or more of the following categories:

- a. Structural, electrical, plumbing, and heating or fire safety.
- b. Assistance may also be available to address a problem with overcrowding.

- c. Work carried out prior to approval is not eligible.
- d. Houses must be a minimum of five years old in order for the homeowner to qualify for RRAP.
- e. *RRAP for Persons with Disabilities* offers assistance to homeowners who wish to complete accessibility work to modify their home to suit individuals with disabilities.
- f. Applications for the RRAP programs can be obtained from the housing administration.
- g. Properties must be a minimum of 5 years old in order to qualify for RRAP assistance.
- h. Additional RRAP assistance may be available for a property 15 years or more after a first RRAP grant.

11.2 Renovation Loans through the Homeownership Program

Renovations loans are also available for qualified band member under the Homeownership program. Loans are available for homes owned by band member for up to \$25,000 with an amortization period of 10 years. Please refer to Section 12 for further details.

12.0 Homeownership – First Nations Market Based Housing Program (FNMHF)

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

12.1 FNMHF – New Construction

For the purpose of this policy, new Construction is defined as the construction of a new home on an existing serviced lot.

Program Details	
Maximum Loan	\$250,000
Maximum Amortization	25 years
Minimum Down payment	5% down (MFN will provide directly to BMO)
Life Insurance	Mandatory
Fire Insurance	Mandatory
Applicable Lots	Serviced Lots only (water, hydro & gas)
Certification of Occupation (CO)	First Nation to hold Certificate until mortgage is fully amortized.
Total Debt Services Ratio	Not to exceed 40%
Debts owed to First Nation	To be addressed if Band member is in arrears (all programs).
Construction method	General Contractor only
Hold back on Construction	10%
CMHC Mortgage Insurance	Mandatory

STAGE 1 – Pre-Qualification Process

- 1) An application must be completed by the Band member and submitted to Mississauga First Nation Housing. An orientation package is then sent to Band member detailing the

eligibility requirements.

- 2) First Nation conducts credit check to ensure there are no accounts in arrears or other debts that are outstanding with Band Council, and also a general credit check on the Band member. **Outstanding accounts or debts, for the purpose of this process, are accounts that are in default more than 10 days.** The Band Member must provide all necessary information and consents to allow the first Nation to complete a credit check.
- 3) If the band member is in good standing with the First Nation and the Credit check is acceptable, then a Conditional Letter of Support (Appendix 1) will be issued to the financial institute stating that the First Nation is prepared to guarantee the band member's mortgage provided they meet the lending requirements.
 - a. If the Band member has an outstanding account, a settlement of these debts must be paid in full prior to the issuance of a Conditional Letter of Support.
 - b. If accounts are not paid in full or the Band member refuses, or if the credit check shows the Band member to be an unacceptable risk, then the application is declined and no further action is taken on the file.
- 4) Only after the Band member has received conditional support from the First Nation can the member apply for a pre-approved mortgage. The Band member will be required to submit pay stubs, photo Id, and information regarding overall debt load to the bank.
 - a. Total Debt Servicing (TDS) ratio not to exceed 40%.
 - b. Gross up factor on income earned on-reserve will be applied.
 - c. Band member must have satisfactory credit.
 - d. Band member must have good job tenure.
 - e. Band member aware that MFN will provide the 5% down payment directly to bank.
 - f. Band member must consent to the Bank disclosing to the First Nation, prior to the loan being final and approved, the Bank's credit report on the Band member;

If band member is unable to meet the minimum credit standards of the bank, or if the Band Council decides the band member is not an acceptable risk, the application will be declined and no further action is taken.
- 5) Band member required to obtain and maintain life insurance in an amount sufficient to cover loan balance. Insurance can be obtained from financial institution where they are financing the mortgage or from an independent broker.

STAGE 2 – Approval & Construction

- 1) Identification of a serviced lot and CO formally transferred to the First Nation, if First Nation does not already hold CO. A title search will be conducted to ensure that the lot is unencumbered, as well as to ensure the lot is surveyed and registered under Canada Survey Land Registry (CSLR). CO is transferred to Band member **only** after the mortgage has been fully paid off and discharged.
- 2) If the band member/owner is married, or has a spouse as defined in the applicable matrimonial real property law, then the consent of the spouse to the charge on title or transfer of the CO to Band Council must be provided by the band member seeking the loan.

- 3) Housing Officer/Committee will confirm to the Lender that the Band member has met all the pre-established conditions for approval of a loan guarantee and housing lot allocation.
- 4) Band member to submit two sets of house plans, one for the First Nation and one to be forwarded to the financial institution. Any modifications recommended by the Housing Department after any technical review of the plans must be implemented.
 - a. House plans must be submitted to, and approved by, the Housing Department. Plans will only be accepted if they have proper architect or engineer stamps, and must be approved by any other appropriate agency (Health Canada for Septics).
 - b. Plans from local hardware stores may be acceptable, provided they have proper engineer or architect stamps.
 - c. All Plans will be reviewed by North Shore Tribal Council Technical Services to ensure they meet, as a minimum, National Building Code (NBC) / Ontario Building Code (OBC), and the Housing Department approvals will consider NSTC Technical Services opinions.
- 5) For Modular/trailers/prefabricated construction, units must meet the following minimum standards before any guarantee can be considered:
 - a. The owner must ensure and prove that the Contractor will not get paid until home is in place and pass the Housing Department's inspection.
- 6) Band members must get quotes from contractors and as a minimum the contractors must demonstrate that they have liability insurance cover for the construction and building of at least \$1.5 million, and provide proof of WSIB coverage to First Nation. In addition, contractor must be capable of bridge financing the whole of the home construction, as **advances prior to completion of the home construction are prohibited.**
- 7) The Homeowner shall ensure that the Contractor is responsible for installing required utilities and services, water and septic, to the lot line and this work must be included in the quoted cost of construction.
- 8) All fees and costs for utilities hook-ups, such as hydro, sewer and gas are the responsibility of the Band member.
- 9) Final quote along with verification of down payment or equity must be forwarded to financial institution and the housing department for final approval. Must be below maximum loan amount.
- 10) Band member is responsible for CMHC mortgage insurance premiums, which can be rolled into the mortgage. Premiums are as set by CMHC. As an example, the fees set on May 6, 2011 are as follows:

Loan as a % of Value	Premium on Total Loan
Up to and including 65%	0.50%
Up to and including 75%	0.65%
Up to and including 80%	1.00%
Up to and including 85%	1.75%
Up to and including 90%	2.00%
Up to and including 95%	2.75%

Financial institution shall confirm CMHC mortgage insurance is in place.

- 11) Loan document must be forwarded to Chief and Council for final approval. If they approve, then Chief and Council will issue BCR confirming the loan guarantee.
- 12) A Credit Enhancement Certificate will be issued by the First Nation Market Housing Fund confirming its backing of the loan.
- 13) Contractor to provide proof of construction insurance to, and acceptable by, the First Nation and the Financial Institution.
- 14) Copy of builder's contract must be forwarded to First Nation and any related correspondence must also be forwarded to First Nation.

Construction begins.

- 15) North Shore Tribal Council Technical Services will be responsible for progress and compliance inspections. The maximum number of progress advances is six (6). Pictures to be included in the advance documentation. **Fees are yet to be determined, but the Band member will be responsible for the costs of these inspections.**
- 16) Health Canada must inspect the septic systems and issue certificate of compliance, a copy of which must be provided to First Nation.
- 17) The Mississauga First Nation will pay out the equity (5%) and it must be drawn down prior to the first loan advance being paid out.
- 18) A holdback of 10% for 45 days will be required and enforced by the lender. The General contractor must sign a sworn statement stating all subs-trades have been paid.
- 19) Proof of fire insurance must be provided by Band member to financial institution prior to move in date.

12.2 FNMHF - Renovations

For the purpose of this policy, renovations refer to any improvements and modifications to an existing home that does not increase the livable area.

Program Details

Maximum Loan	\$5,000 - \$25,000
Maximum Amortization	10 years
Life Insurance	Mandatory
Fire Insurance	Mandatory
Certification of Ownership (COs)	Transferred to First Nation until loan is paid in full
Total Debt Services Ratio	Not to exceed 40%
Debts owed to First Nation	To be addressed if Band member is in arrears
Construction method	General Contractor/Do-it-yourself for certain items/Subs

STAGE 1 – Pre-Qualification

- 6) An application must be completed by the Band member and submitted to Mississauga First Nation Housing. An orientation package is then sent to Band member detailing the eligibility requirements.
- 7) Confirmation that the Band member holds CO on property
 - a) Band member must consent, and take any and all steps necessary, to transfer the property and home to First Nation, to be held as security for the loan and for the duration of the loan.
 - b) To access renovation loan, the home owner must enter into RTO agreement based on Loan and value listing if it is a band owned home.
- 8) First Nation conducts a credit check to ensure there are no accounts are in arrears or other debts that are outstanding with Band Council, and also a general credit check on the Band member. **Outstanding accounts or debts, for the purpose of this process, are accounts that are in default more than 10 days.** The Band Member must provide all necessary information and consents to allow the first Nation to complete a credit check.
- 9) If the Band member is in good standing and the credit check is acceptable, then a Conditional Letter of Support will be issued to the financial institute stating that the First Nation is prepared to guarantee this individual's mortgage provided they meet the lending requirements.
 - a. If the Band member' has an outstanding account or debt, then a settlement of these debts must be paid in full before the First Nation will issue a Conditional Letter of Support.
 - b. If accounts are not paid in full or the Band member refuses, or if the credit check shows the Band member to be an unacceptable risk, then the application is declined and no further action is taken on the file.
- 10) The Band member must submit to the Housing Department the quotes received and a general description of renovations , which will be reviewed by North Shore Tribal Council for the following:
 - a. To ensure work is compliant with, at a minimum, National Building Code and construction standards.
 - b. Provide an opinion on whether work can be done by Band member.
 - c. Determine which work **MUST** be done by Trades (I.e. structural, electrical, plumbing, HVAC) and this decision must be communicated to First Nation, and must be confirmed with NSTC Technical Services.
- 11) Only after the Band member has received conditional support from the First Nation can the member apply for a pre-approved mortgage. The Band member will be required to submit pay

stubs, photo Id, and information regarding overall debt load to the bank.

- a. Total Debt Servicing (TDS) ratio not to exceed 40%.
- b. Gross up factor on income earned on-reserve will be applied.
- c. Band member must have satisfactory credit.
- d. Band member must have good job tenure.
- e. Band member must consent to the Bank disclosing to the First Nation, prior to the loan being final and approved, the Bank's credit report on the Band member;

If the Band member is unable to meet the minimum credit standards of the bank, or if the Band Council decides the band member is not an acceptable risk, the application will be declined and no further action is taken.

- 12) The Band member is required to obtain and maintain life insurance in an amount sufficient to cover loan balance. Insurance can be obtained from financial institution where they are financing the mortgage or from an independent broker.

STAGE 2 – Approval & Construction

- 13) Provided the Band member meets all the pre-qualification criteria, and confirmation that the Band member holds the CO, the Band member must consent to a legal transfer of CO to the First Nation until the loan is fully paid off and discharged.
- 14) If the band member/owner is married, or has a spouse as defined in the applicable matrimonial real property law, then the consent of the spouse to the charge on title or transfer of the CO to Band Council must be provided by the band member seeking the loan.
- 15) Housing Officer/ Committee will confirm to the Lender that the Band member has met all the pre-established conditions for approval of a loan guarantee.
- 16) The Band member gets quotes from contractors and, at a minimum, the contractors must demonstrate that they have liability and construction insurance to cover the work and renovations of at least \$1.5 million, and must provide proof of WSIB coverage to First Nation. In addition, contractor must be capable of bridge financing the whole of the renovation and construction, as **advances prior to construction are prohibited.**
- 17) Final quotes, for contractor and building supplies must be forwarded to financial institution for final approval. Must be below maximum loan amount.
- 18) Proof of fire insurance for the home and construction must be provided by the Band member to financial institution.
- 19) Loan document must be forwarded to Chief and Council for final approval. If they approve, then Chief and Council will issue BCR confirming the loan guarantee. (Appendix 3)
- 20) A Credit Enhancement Certificate will be issued by the First Nation Market Housing Fund confirming its backing of the loan.
- 21) Contractor to provide proof of construction insurance to, and acceptable by, the First Nation and the Financial Institution.

Renovations begin.

- 22) North Shore Tribal Council Technical Services will be responsible for progress and compliance inspections. The maximum numbers of inspections are two; one at 50% complete and the final inspection. Pictures to be included in the payment advance documentation. Advances could also be processed by the submission of invoices by Band member to the financial institution. **Fees are yet to be determined, but the Band member will be responsible for the costs of these inspections.**
- 23) A holdback of 10% for 45 days will be required and enforced by the lender for work done by general contractor. General contractor to sign sworn statement stating all subs-trades have been paid.

12.3 FNMHF -Purchase

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

Program Details

Maximum Loan	\$150,000
Maximum Amortization	25 years
Minimum Down payment	5% down (cash only no sweat equity)
Life Insurance	Mandatory
Fire Insurance	Mandatory
Home Inspection	Mandatory
Appraisal	Mandatory to establish value.
Certification of Ownership (CO)	First Nation to hold CO until mortgage is fully amortized.
Total Debt Services Ratio	Not to exceed 40%
Debts owed to First Nation	To be addressed if in arrears
Renovations	Can be included with Purchase price as long as it remains within max loan.

Hold Back/Construction method	10% - General Contractor renovations
CMHC Loan Insurance	Mandatory

STAGE 1 – Pre-Qualification

- 24) An application must be completed by the Band member and submitted to Mississauga First Nation Housing. An orientation package is then sent to Band member detailing the eligibility requirements. .
- 25) Housing Department shall then ensure the seller holds CO for lot and verification of no encumbrances that cannot be resolved through the sale.
- 26) First Nation conducts a credit check to ensure there are no accounts in arrears or other debts that are outstanding with Band Council, and also a general credit check on the Band member. **Outstanding accounts and debts for the purpose of this process are accounts that are in default more than 10 days.** The Band Member must provide all necessary

information and consents to allow the first Nation to complete a credit check

- 27) If the Band member is in good standing with the First Nation and the Credit check is acceptable, a Conditional Letter of Support will be issued to the financial institute stating that the First Nation is prepared to guarantee this individual's mortgage provided they meet the lending requirements.
- a. If the Band member has an outstanding account, a settlement of these debts must be paid in full prior to the issuance of a Conditional Letter of Support.
 - b. If accounts are not paid in full or the Band member refuses, the application is declined and no further action is taken on the file.
- 28) Only after the Band member has received conditional support from the First Nation can the member apply for a pre-approved mortgage. The Band member will be required to submit pay stubs, photo Id, and information regarding overall debt load to the bank.
- a. Total Debt Servicing (TDS) ratio not to exceed 40%.
 - b. Gross up factor on income earned on-reserve will be applied.
 - c. Band member must have satisfactory credit.
 - d. Band member must have good job tenure.
 - e. Band member must demonstrate they have sufficient equity of 5%.
 - f. Band member must consent to the Bank disclosing to the First Nation, prior to the loan being final and approved, the Bank's credit report on the Band member;

If Band member is unable to meet the minimum credit standards of the bank, or if the Band Council decides the band member is not an acceptable risk, the application will be declined and no further action is taken.

- 29) The Band member is required to obtain and maintain life insurance in an amount sufficient to cover loan balance. Insurance can be obtained from financial institution where they are financing the mortgage or from an independent broker.

STAGE 2 – Approval & Acquisition

- 30) If private sale, First Nation is not part of the negotiation process. However, the First Nation, as guarantor, must be satisfied with the value of the home as demonstrated by an appraisal and home inspection to be conducted by an independent appraiser and home inspector. This shall also apply if the First Nation is the seller.
- a. Appraisal determines value and whether selling price is reasonable.
 - b. Home inspection determines if there are any serious deficiencies that may impair the value of the home and will need to be rectified to complete the sale. The cost to address these deficiencies can be paid for by the seller prior to sale as a condition, or can be deducted off the sale price and corrected after the sale and incorporated into the mortgage (provided loan does not exceed maximum).
 - c. Band member is required to hire an appraiser and inspector, acceptable to the First

Nation, and submit a copy of the report to First Nation.

- d. Band owned homes are also for sale. Price to be determined and member responsible for all maintenance.
- 31) Sales agreement is to be finalized and the CO must be transferred to First Nation until mortgage is fully paid off and discharged.
- 32) If the band member/owner is married, or has a spouse as defined in the applicable matrimonial real property law, then the consent of the spouse to the charge on title or transfer of the CO to Band Council must be provided by the band member seeking the loan.
- 33) Renovations are allowed and can be incorporated into the mortgage, provided the maximum loan is not exceeded. The same conditions applied to renovations of an existing home will be applied to renovations of a purchased home. (a review by North Shore Tribal Council technical services is a mandatory pre-condition).
- 34) Housing Officer / Committee will confirm to the Lender that the Band member has met all the pre-established conditions for approval of a loan guarantee and CO allocation.
- 35) Final sale agreement and estimate for renovations, if required, along with verification of equity must be forwarded to financial institution and Housing Department for final approval. Must be below maximum loan amount.
- 36) Band member is responsible for CMHC mortgage insurance premiums, which can be rolled into the mortgage. Premiums are as set by CMHC. As an example, the fees set on

May 6, 2011 are as follows: Loan to Value	Premium on Total Loan
Up to and including 65%	0.50%
Up to and including 75%	0.65%
Up to and including 80%	1.00%
Up to and including 85%	1.75%
Up to and including 90%	2.00%
Up to and including 95%	2.75%

Financial institution shall confirm CMHC mortgage insurance is in place.

- 37) Loan document must be forwarded to Chief and Council for final approval. If they approve, Chief and Council will issue BCR confirming the loan guarantee.
- 38) Credit Enhancement Certificate will be issued by the First Nation Market Housing Fund confirming its backing of the loan.
- 39) **Confirmation that the Buyer has Fire Insurance must be sent to financial institute and First Nation prior to completion of the sale, and any time thereafter as requested by the First Nation.**
- 17) **No transfer of funds until First Nation has received confirmation that CO has been transferred to Purchaser for all private sales. Confirmation must be sent to the financial institution to release funds.**

12.4 Default/ Eviction

First Nation Market Housing Fund Loans (FNMHF)

- a) Lender complies with requirements of the First Nations Market Housing Fund – advises borrower and MFN of the arrears, demands repayment and reinstatement;
- b) If default is not remedied within 120 days, the lender submits claim to Canada Mortgage and Housing Corporation (CMHC) (30 % of Loan) and the First Nation (70% of loan) excluding Renovation Loans;
- c) MFN already has Certificate of Ownership (CO) for the lot and home;
- d) The First Nation begins eviction process.

In the event of a mortgage default, MFN can also negotiate to take over the mortgage prior to a claim being filed by the lender. Since MFN has CO , it would continue to hold CO.

- a) Eviction procedures can begin, if adequate arrangement cannot be made with homeowner;
- b) Home and lot can be transferred into the First Nations rental portfolio and the existing homeowners become tenants, or new tenants are selected;
- c) The home and lot can be put out for sale .

Glossary of Terms

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

“Arrears” refers to housing-related payments owed to Mississauga First Nation and not yet received.

“Band member” means a member of the MFN whose name appears on the band member list.

“Band-Owned House” means a house, or other residential property owned by the MFN.

“Borrower” is the Band member(s) who enters into a loan or mortgage agreement to repay the housing allocation to the Band or bank.

“CMHC” refers to Canada Mortgage & Housing Corporation

“Certificate of Ownership” refers to Certificate of Ownership which means the ownership of a housing unit by a member.

“Council” means the Chief and Council of MFN.

“Default” means to be in arrears or owing housing-related payments to MFN or the bank under the homeownership program.

“Foreclosure” is the legal action taken by the Band to remove the borrower from the house and regain ownership of the property when the borrower fails to meet the terms of their mortgage agreement

“FNMHF” means First Nations Market Housing Fund.

“Household Income” means the aggregate gross income, in whatever form received, of all members of the household.

“Housing Contracts” refers to private housing sublets, member to member, for reasons such as educational purposes.

“Housing Manager” is the MFN employee responsible for managing the MFN housing portfolio and policy.

“Housing Unit” means the home or house occupied by the rental tenant.

“MFN” means the Mississauga First Nation.

“Non-members” are persons who are not band members of MFN

“Permanent Residence” means the residence which you occupy on a year round, continuous basis.

“Proof of Income” is the requirement for the tenant to supply the housing administration with documentation to verify annual income of the household and can include T-4's, Revenue Canada Notice of Assessment (T451) or other such documented proof of income as required by the housing administration.

“Rental Agreement” means a written tenant rental agreement between MFN, administered by the Housing Manager, and a tenant for the right to occupy a band-owned house, and includes any renewal of such an agreement.

“Rent to Own Agreement” means a written tenant rent to own agreement between MFN, administered by the Housing Manager, and a tenant for the right to occupy a band-owned house, and includes any renewal of such an agreement.

“Rental Recovery Agreement” means an agreement between the Tenant and MFN Housing that stipulates the amount and due dates for rental arrears to be paid in full.

“RRAP” refers Residential Rehabilitations Assistance Program which is administered by CMHC.

“Spouse/Partner” means a person who is married to another, whether by a traditional, religious or civil ceremony and includes any person who is cohabiting with an individual in a conjugal relationship for a continuous period of no less than one year immediately prior to the time a common-law marriage is claimed

“Tenant” means a person who enters into a rental agreement with the MFN and who pays rent or is required to pay rent in return for the right to occupy a band-owned house.

Appendix 1- Oath of Confidentiality



OATH OF CONFIDENTIALITY

As a member of the Housing Committee, I understand that I may have access to sensitive, personal and confidential information about members who are applying for housing, or who have a housing agreement with the First Nation which may include, but is not limited to, information about:

- The Member, their families and persons residing in the home or unit, such as medical conditions and personal relationships;
- Financial information about these persons, such as salaries, employment records and credit ratings; and
- The First Nation, such statistical records, internal reports, memos, contracts, and Band Council discussions, deliberations, and decisions.

As a condition of my being granted a seat on the Housing Committee, and for the good and valuable consideration thereof, including the payment of \$1, the receipt of which is hereby admitted, I agree that:

- I will only use confidential information only as needed to perform my legitimate duties as a member of the Housing Committee. This means that: I will only access confidential information for which I need to know to complete my duties; I will not in anyway divulge, copy, release, sell, loan, review, alter, or destroy any confidential information except as properly authorized; and I will not misuse confidential information or carelessly care for confidential information in my possession or control;
- I understand that my obligations under this oath continue even after I leave the Housing Committee;
- I will be personally responsible for any misuse or wrongful disclosure of confidential information and for my failure to safeguard access to confidential information. I understand that my failure to comply with this agreement may also being removed from the Committee, in addition to any and all other remedies available to the First Nation against me.

I hereby agree to the above terms and conditions, and swear that I will uphold the promises made herein.

Signature of Housing Committee Member

Chair Person

Date

Appendix 2 - Housing Application

Mississauga First Nation

Name of Applicant: _____

Co-Applicant: _____

Band Number: _____ **Co-Applicant Band Number** _____

DOB: _____ **DOB Co-Applicant:** _____

SIN: _____ **SIN:** _____

Driver's License Number _____

Section A: Personal Information

Current Address: _____

Home Phone () _____ **Work Phone ()** _____

Marital Status: Married () Common Law () Single () Single Parent ()

Number of dependents under the age of 18 years: Male _____ Female _____ **If these children will be living with you, what are their names?** _____

Are your dependents registered or entitled to be registered with Mississauga? _____

Are you and/or the co-applicant, where applicable, employed? Yes () No ()

If employed please list your Employment History for last 5 years:

If No, please list your sources of Income: _____

You will be required to complete the Budget Worksheet to demonstrate you can afford rental payments.

Section B: Current Living conditions

Have you received previous housing allocation from the First Nation? Yes () No ()

Are your current living conditions a health and safety risk? Yes () No ()

If yes, please state the risk: (i.e. Mold, overcrowding, etc.)

Reason for requesting housing on Mississauga First Nation?

Would you be interested in being put on the annual list, which would state your interest for new housing in this fiscal year if one becomes available? Yes () No ()

Please note by putting your name on the annual list does not mean it will be removed from the Master List.

Please be advised that it is the applicant's responsibility to keep their address and phone number updated with the Housing Committee. Notices are sent out to the address listed above.

I hereby agree to the First Nation collecting and retaining the above noted personal information for the purposes of processing my application including conducting a credit check(s), and enforcing any agreements I may subsequently reach with the First Nation.

Applicants Signature Date Co-Applicant Date

For Office use only

Date Received: _____

Received by: _____

Appendix 3 - My Budget Worksheet

Monthly Income	Amount \$
Income (wages or salary after deductions)	
Income(wages or salary after deductions)	
Child Tax Credit	
Child/Spouse Support	
Pension	
Investment Income / Rental Income	
Total Monthly Income	
Monthly Expenses	
Current Rent / Mortgage	
Electricity	
Natural Gas/Propane	
Telephone/Cell	
Cable / Internet	
Groceries	
Car Payment	
Gas for Car	
Bus Pass	
Credit Cards (3% of Credit Limit)	
Loan Payments	
Insurance Auto / Life / medical / disability	
Savings	
Child Care	
Entertainment	
Other	
Total Regular Monthly Expenses	
Surplus / (Shortfall) Total Monthly Income - Expenses	
*Add: Current Rent (Will no longer pay with new place)	
Income Left for Proposed Loan / Rent	

*The rent and mortgage you are currently paying will be replaced by the new rent/loan payment.

Appendix 4 – Home Inspection Form

Unit Location: _____ Unit Number: _____

Inspection Type: Annual _____ Move Out _____ Move In _____

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

LIVING ROOM/HALL		LIVING ROOM/HALL
Walls		
Flooring		
Doors/Doorways		
Windows		
BATHROOM		BATHROOM
Toilet		
Basin/Taps		
Shower Bathtub Taps		
Flooring		
Doors		
Walls		
Plumbing		

BEDROOM #1		BEDROOM #1
Closet		
Walls		
Flooring		
Doors/doorways		
Windows		
Other		
BEDROOM #2		BEDROOM #2
Closet		
Walls		
Flooring		

Doors/doorway		
Windows		
Other		
BEDROOM #3		BEDROOM #3
Closet		
Walls		
Flooring		
Doors/doorway		
Windows		
Other		
FIRE SAFETY		ALL LEVELS
Smoke detectors		
Carbon Monoxide detectors		
OTHER AREA - specify		OTHER AREA

Inspection Completed By: _____
(Housing Department Representative) Date: _____

Inspection Viewed By: _____
(Tenant) Date: _____

Appendix 5 - Rental Agreements

Please request copy from the Housing Department

Appendix 6 - Default Notice

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Rental Unit/Lot #: _____

This notice is to inform you that we have not received your rent payment, which is due on the 1st working day of the month. Our records show that you are 10 days past due.

According to the terms of our housing policies & residential tenancy agreement, you are required to pay rent at the first of every month. The total amount due is \$_____.

We kindly ask that you please drop into the housing office to make payment as soon as possible. If you have already made payment, please disregard this notice. If you have not, or are not able to make the payment, you must meet with (me or _____) at the Housing Department at __: __am/pm to discuss the situation and make arrangements for the payment of arrears.

WARNING: If you fail to make your payment, or fail to meet with the Housing Department about you default, you could be evicted.

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

On Behalf of the Mississauga Housing Department

Appendix 7 - 2nd Default Notice

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Rental Unit/Lot #: _____

This is the second notice is to inform you that we still have not received your rent payment, which was due on the 1st working day of the month. Our records show that you are **15** days past due.

According to the terms of our housing policies & residential tenancy agreement, you are required to pay rent at the first of every month. The total amount due is \$ _____.

In accordance with the Housing Policy, we are requesting you come into our office to discuss this situation and make arrangements for payment.

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

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

On Behalf of the Mississauga Housing Department

Appendix 8 - EVICTION NOTICE

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Rental Unit/Lot #: _____

This is to advise you that you now have 24 hours to vacate the unit. We have exhausted all options and offered to work with you, but (you have not contacted our office or made arrangements, or, you have entered into a Rental Arrears agreement, but have broken that agreement).

Please remove your belongings and have the unit vacated not later than ____pm. A housing representative, accompanied with members of the staff will also be changing the locks after this time.

If you do not vacate the unit, or enter the unit after the locks have been changed, we will contact the police to assist us in this manner.

Should you leave belongings after we have changed the locks, you will be required to contact housing in order to enter the unit and remove them. We will give you 10 days after we have changed the locks to remove all your belongings, after which we will discard them at your expense.

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

On Behalf of the Mississauga Housing Department

Appendix 9 - Repayment/Arrears Recovery Agreement

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

Agreement to repay arrears between

The Tenant(s): _____

-And - Mississauga

First Nation (MFN)

I/we the tenant(s), acknowledge that we are in breach of our tenancy agreement by failing to pay rent when it is due, and that the amount of arrears owing on our rental account is \$_____. In order to repay full amount of arrears I/we agree to pay the regular monthly payment due on the 1st of each month plus an additional amount for the period noted below, as follows:

Due Date (1 st of the month)	Regular monthly payment amount		Arrears recovery amount	Total
	\$	+	\$	\$
	\$	+	\$	\$
	\$	+	\$	\$

I/we understand that this agreement to pay arrears is concession by Housing Department, and that a failure to meet the repayment arrangements as noted above constitutes acceptable grounds for MFN to evict us from the unit/house.

Tenant Signature:	Date:
Tenant Signature:	Date:
Housing Department:	Date:

Appendix 10 - MAJOR DAMAGE – TENANT ABUSE

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Rental Unit/Lot #: _____

This is to advise you that we have identified damage(s) in the amount of \$_____ to the residence, which we have deemed the result of tenant abuse. Under terms of the Housing Policy and your tenancy agreement, we hereby give you notice that you have **30 days** from the date of this notice to either repair the damage or else make arrangements with Housing to pay for the repairs.

If you do not make the required repairs by _____, we will proceed with the repairs with our own contractor(s) / staff and will bill you for the materials and labour cost associated with the repairs.

Further damages attributed to tenant abuse could lead to further action / eviction.

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

On Behalf of the Mississauga Housing Department

Appendix 11- Clean Up Notice

Appendix 12 - Rent To Own Agreement

Please request copy from the Housing Department

Appendix 13 - Rent to Own Default Notice

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Rental Unit/Lot #: _____

This notice is to inform you that we have not received your rent payment, which is due on the 1st working day of the month. Our records show that you are 30 days past due.

According to the terms of our housing policies & residential tenancy agreement, you are required to pay rent at the first of every month. The total amount due is \$_____.

We kindly ask that you please drop into the housing office to make payment as soon as possible. If you have already made payment, please disregard this notice.

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

On Behalf of the Mississauga Housing Department

Appendix 14 - Rent to Own 2nd Default Notice

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Rental Unit/Lot #: _____

This is the second notice is to inform you that we still have not received your rent payment, which was due on the 1st working day of the month. Our records show that you are 45 days past due.

According to the terms of our housing policies & residential tenancy agreement, you are required to pay rent at the first of every month. The total amount due is \$_____.

In accordance with the Housing Policy, we are requesting you come into our office to discuss this situation and make arrangements for payment.

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

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

On Behalf of the Mississauga Housing Department

Appendix 15 - Rent to Own FINAL NOTICE

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Rental Unit/Lot #: _____

This is to advise you that you are now in jeopardy of being evicted from your unit. We have issued two notices dated _____ and _____, in which we asked you to make payment. It is now **55 days** and we still have not received any payment.

According to the terms of our housing policies & residential tenancy agreement, you are required to pay rent at the first of every month. The total amount due is \$_____.

In accordance with the Housing Policy, you now have **5 days** to come into our office to discuss this situation and make arrangements for payment. If you do not address this situation and contact us, we will have no choice but to issue an **eviction notice**.

We have made every effort to work with you and are prepared to negotiate a repayment plan. This cannot be arranged if you do not come into our office to discuss.

If you have submitted payment, please disregard this notice.

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

On Behalf of the Mississauga Housing Department

Appendix 16 - Rent to Own EVICTION NOTICE

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Rental Unit/Lot #: _____

This is to advise you that you now have 48 hours to vacate the unit. We have exhausted all options and offered to work with you, but you have not contacted our office or made arrangements.

Please remove your belongings and have the unit vacated not later than _____pm. A housing representative, accompanied with members of the staff will also be changing the locks after this time.

If you do not vacate the unit, or enter the unit after the locks have been changed, we will contact the police to assist us in this manner.

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

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

On Behalf of the Mississauga Housing Department

Appendix 17 - MISSISSAUGA FIRST NATION

Band Owned

Civic Address

BETWEEN

Current Occupant

AND

Sublet

Both parties agree that the term of this agreement is from _____

to _____.

Both parties agree that the Current Occupant will give Sublet up to sixty (60) days notice should he/she decides to return before the deadline date.

Appendix 18 - MEMBER TO MEMBER SUBLEASE

MISSISSAUGA FIRST NATION

BAND RENT TO OWN UNITS

Date:

BETWEEN:

[As property manager for and on behalf of the owner *if applicable*]

(the "First Nation")

and

(the "Tenant")

and

(the "Subtenant")

PREMISES:

WHEREAS:

1. The First Nation and the Tenant entered into a Tenancy Agreement whereby the First Nation agreed to rent to the Tenant and the Tenant agreed to rent from the First Nation the premises described above and referred to in this Sublease Agreement as the Rented Premises;

2. The Tenancy Agreement is valid and subsisting;

3. The current monthly rent charged for the Rented Premises, including all services and facilities, is _____ dollars (\$ _____), and rent is due and payable on the first day of each month; and,

4. The Tenant has asked the First Nation to consent to a sublease of the Tenancy Agreement to the Subtenant for a period of _____ month(s) [less one day *if applicable, where the sublease runs to the end of the term*] commencing on the _____ day of _____, _____;

NOW THEREFORE in consideration of two dollars (\$2) now paid by each of the First Nation, the Tenant and the Subtenant to each other, the agreements and covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the First Nation, the Tenant and the Subtenant agree as follows:

1. The Tenant grants to the Subtenant a sublease of the Rented Premises and the First Nation consents to the granting of the said sublease. The sublease shall be for a period of _____ month(s) [less one day] commencing on the _____ day of _____, _____.

2. The Subtenant covenants and agrees to be responsible to the Tenant for all of the terms, conditions and obligations of the Tenant under the Tenancy Agreement during the term of the sublease, including the payment of Rent, as defined in the Tenancy Agreement.

3. It is understood and agreed that only the persons listed in this Sublease Agreement shall occupy the Rented Premises in addition to the Subtenant:

4. Without limiting anything in this Sublease Agreement: (a) the Subtenant agrees to pay Rent directly to the Tenant, as required under the Tenancy Agreement, and the Tenant agrees to demand only the Rent owing under the Tenancy Agreement from the Subtenant; (b) the Tenant and Subtenant agree that nothing in this Sublease Agreement gives either of them any rights to sublease the Tenancy Agreement further; and (c) the parties agree that this Sublease Agreement is made in accordance with and subject to the provisions of the Tenancy Agreement relating to subleases.

5. The First Nation's reasonable expenses incurred in approving this sublease of tenancy in the amount of _____ dollars (\$) shall be paid by the Tenant.

6. Everything contained in this Sublease Agreement shall extend to and be binding on the respective heirs, executors, administrators, successors and permitted assigns of each party to the Sublease Agreement. The provisions of this Sublease Agreement shall be read with all grammatical and gender changes necessary, and any reference to the singular Tenant and Subtenant shall be deemed to include all Tenants and Subtenants to the Tenancy Agreement and this Sublease Agreement, respectively. All covenants of the Tenant and the Subtenant shall be joint and several obligations.

IN WITNESS WHEREOF the parties have executed this document.

Witness

Tenant(s)

Witness

Subtenant(s)

Witness

First Nation

OR

per:

per:

Appendix 20 - ABANDONED UNITS

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Rental Unit/Lot #: _____

We have noted that you have not made rental payments and utility payments, and have not not dealt with the arrears notices. Please take all necessary steps to bring your tenancy into good standing within 15 days. If we do not receive a response, we will consider the unit abandoned, and will re-enter and take over possession of the unit. It will then be re-allocated to someone else. If any personal property or possessions remain in the unit when we re-enter, they will also be considered to have been abandoned, and the Housing Department will discard them. You will be charged for any costs associated with their removal.

We wish to further advise you that even if the unit is abandoned, you are still be responsible for any rents, arrears, hydro fees and damages to the unit. You will not be eligible for a unit in the future unless you have settled these accounts.

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

On Behalf of the Mississauga Housing

Appendix 21- Mississauga First Nation Market Based Housing Program

Do not apply for a bank loan until you have submitted an application to housing and you have received a conditional support letter from Mississauga.

Applicant

Name: _____ Band Number _____

Birth Date: _____ SIN: ___ - ___ - ___ Driver's License Number_

Previous addresses for the past 7 years:

Street	City	Province	Postal Code

Co-Applicant

Name: _____ Band Number _____

Birth Date: _____ SIN: ___ - ___ - ___ Driver's License Number_

Previous addresses for the past 7 years:

Street	City	Province	Postal Code

Phone:(h) _____ (w) _____ (c) _____

What are you applying for?

New Construction: _____ Max loan \$150,000 – 5% down

Service Lot Identified: _____(water, sewer, septic, hydro, road access)

Do you hold Certificate of Ownership: _____

Do you have House Plans? _____

Renovations: _____ Max Loan \$25,000 – \$5,000

Do you hold Certificate of Ownership on your home? _____

What kind of Renovations are you going to invest in?

Purchase: _____ Max Loan \$150,000 – 5% down

Who is the seller: _____

Does seller have Certificate of Ownership of lot? _____

If approved, you will be required to hire a qualified independent appraiser and home inspector and provide copy of reports to Housing.

Has a sale price been negotiated? _____

Will you be including renovations in loan? _____

If yes, please provide some details?

Print Name

Signature

Date

Co-Applicant Print Name

Signature

Date

Appendix 22 - Mississauga First Nation Market Based Housing Program Credit Check

Applicant

Name: _____ Band Number _____

Birth Date: _____ SIN: ____ - ____ - ____ Driver's License Number _____

Previous addresses for the past 7 years:

Street	City	Province	Postal Code

Co-Applicant

Name: _____ Band Number _____

Birth Date: _____ SIN: ____ - ____ - ____ Driver's License Number _____

Previous addresses for the past 7 years:

Street City Province Postal Code

EMPLOYMENT INFORMATION

	PRINCIPAL APPLICANT	CO-APPLICANT
EMPLOYER		
PHONE		
POSITION		
ANNUAL \$		
YRS EMPLOYED		

ASSETS & LIABILITIES INFORMATION

PRINCIPAL APPLICANT

ASSETS	BALANCE
SAVINGS ACCOUNT BALANCE	
CHEQUING ACCOUNT BALANCE	
RRSP BALANCES	
STOCKS / BONDS	
VEHICLE(S) VALUE	
RESIDENCE	
OTHER REAL ESTATE	

OTHER INCOME

OTHER ASSETS

LIABILITIES

COMPANY

BALANCE

MONTHLY PYMNT

LOANS

CREDIT CARDS

MORTGAGES

UTILITIES

CHILD/SPOUSE SUPPORT

CAR LOAN

OTHER DEBTS

CO-APPLICANT

ASSETS

BALANCE

SAVINGS ACCOUNT BALANCE

CHEQUING ACCOUNT BALANCE

RRSP BALANCES

STOCKS / BONDS

VEHICLE(S) VALUE

RESIDENCE

OTHER REAL ESTATE

OTHER INCOME

OTHER ASSETS

LIABILITIES

COMPANY	BALANCE	MONTHLY PYMNT
LOANS		
CREDIT		
CRDS		
MORTGAGE		
S UTILITIES		
CHILD/SPOUSE SUPPORT		
CAR LOAN		
ANY OTHER DEBTS		

APPLICANT	Co-APPLICANT
------------------	---------------------

Have you declared bankruptcy within the last 7 years?

If so, when?

Approved Amendment June 3, 2015

direct inquiries from any other lender or credit bureau, such information on my loan request as the Recipients consider appropriate, and I agree to indemnify the Recipients against any and all claims in damages or otherwise arising from such disclosure on the Recipients part. The Recipients are also authorized to retain the application whether or not the relative mortgage or financial assistance is approved.

Print Name Signature Date

Co-Applicant Print Name Signature Date

Appendix 23 - Conditional Letter Of Guarantee

Financial Institution

May 10, 2011

Dear Sir/Madam

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

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

This Conditional Letter of Guarantee is **not** to be construed as a final guarantee, but only serves to inform you that Mississauga First Nation has reviewed this application and is in a position to guarantee this loan, provided the applicant meets your minimum mortgage requirements. As you know, this means satisfactory credit history, job tenure, acceptable TDS ratios and income requirements.

If the applicant meets your credit requirements, along with the other mandatory requirements such as life and fire insurance, a Band Council Resolution, CMHC Certificate of insurance (where required), and a Credit Enhancement Certificate from the First Nations Market Housing Fund will be issued to your financial institution guaranteeing the mortgage.

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

Sincerely,

Appendix 24 – Band Council Resolution

Whereas, Chief and Council of (xxx) First Nation have entered into an agreement with The First Nations Market Housing Fund to address the housing needs of the Membership, and

Whereas, a component of the agreement is to provide access to financing through a lending institution for Members who desire to take control of their individual housing needs, and

Whereas Council Motion # (xxx), (Date (month, day, year) approved entering into an agreement with First Nations Market Housing Fund in an effort to provide good quality housing option for our Membership, and

Whereas the proposal submitted by the (name of lender) was accepted by (xxx)First Nation and the First Nations Market Housing Fund on (Date (month, day year), and

Whereas Band Member (Full Name), Band # (xxx) has qualified for bank financing with the (name of lender),

Whereas Band Member (Full Name), Band # (xxx) has endorsed the agreement and has transferred the transfer to the Band the right, title and interest in the land and premises, improvements and fixtures situation on the land, being more particularly described as;

Legal Land Description: Lot # x Block x

Plan # x

Civic address if one exists

Whereas Band Member (Full Name), Band # (xxx) agrees to insure the building located at Lot# xxx Block xxx, Plan # xxx, (Civic Address if one exists)

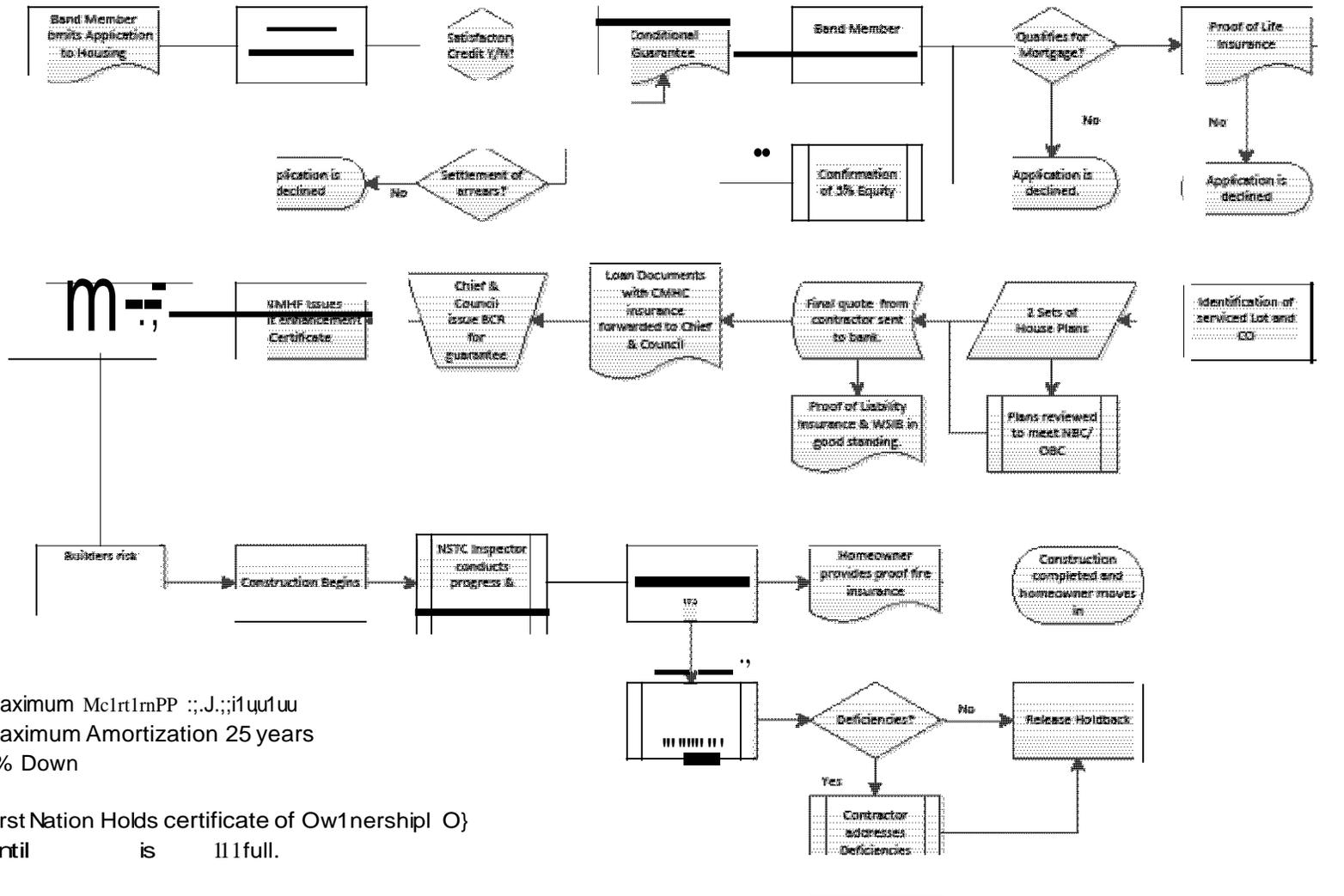
in favour of (name of lender), and also in favour of the First Nation, in an amount equal to, or greater than, the purchase price of the property; and,

Whereas, Band Member (Full Name), Band # (xxx) agrees that money release shall be in the form of progress draws approved and authorized by (name of lender), and the Housing Department;

Now therefore be it resolved;

That the Council of (xxx) First Nation approves the request of Member (Full Name), Band # (xxx) , to guarantee payment of his loan in the amount of \$ (xxx) from the (Name of lender) and authorizes the signing of the Guarantee Agreement..

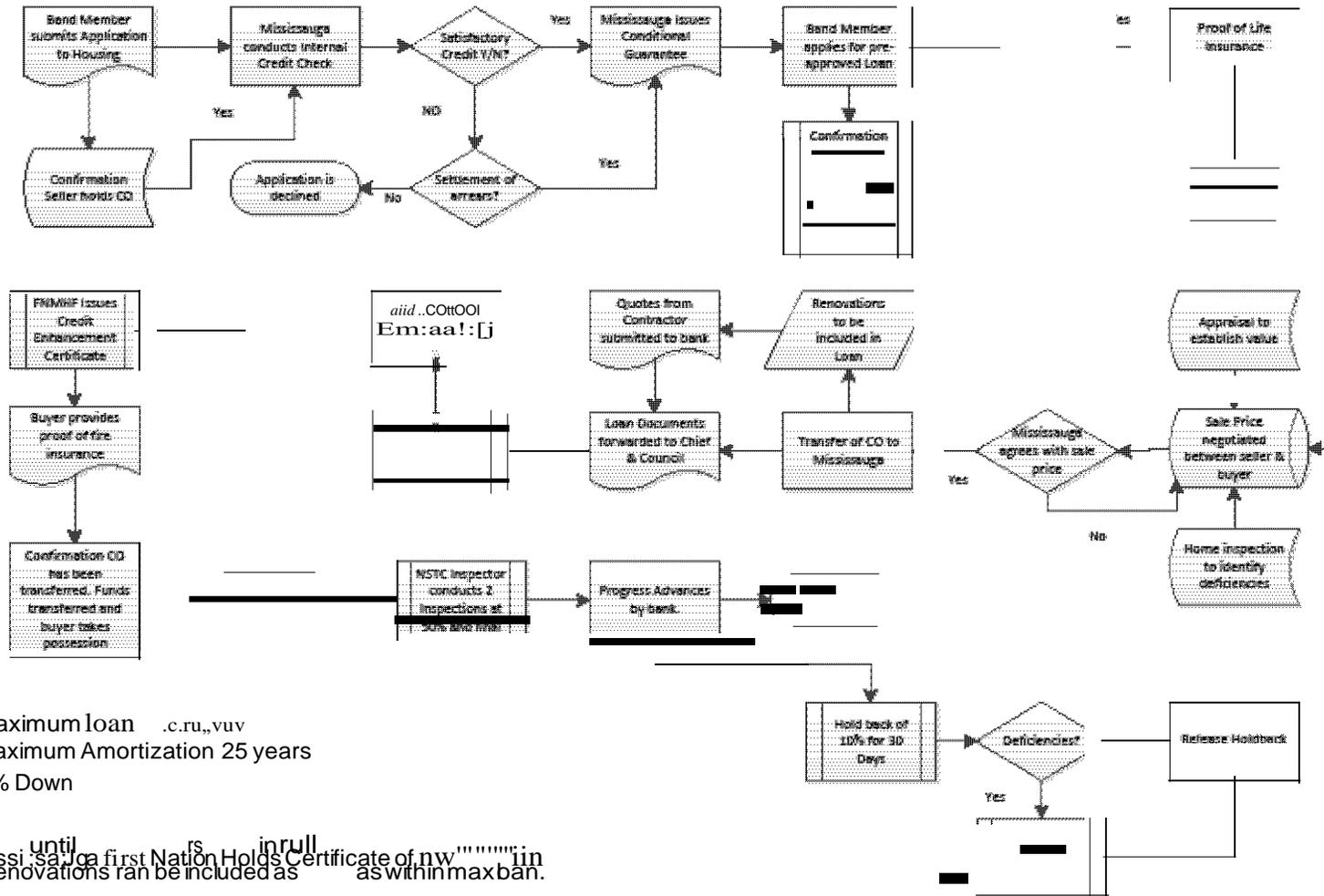
Mississauga First ——— New Constr



Maximum Mortgage Payment 25% of Gross Income
 Maximum Amortization 25 years
 5% Down

First Nation Holds certificate of Ownership until 111 full.

Mississauga First Nation – Purchase – Market Based Home Ownership



Mississauga First Nation – Renovations – Market Based Home Ownership

