

KINISTIN SAULTEAUX NATION
HOUSING AND COMMUNITY WORKS
POLICY AND PROCEDURE MANUAL

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I. DEFINITIONS

- A. "Application list" means the list where all applications for occupancy of KSN-owned houses are registered upon being submitted to the Housing and Community Works Committee.

- B. "Committee" means a group of people appointed for a specified purpose, and, unless otherwise specified, refers to the KSN Housing and Community Works Committee.

- C. "Community" refers to Kinistin Saulteaux Nation (KSN).

- D. "Housing and Lands Administrative Technician" means a person hired to perform the day-to-day administration of the Community Works Program as directed by the Housing and Community Works Policy.

- E. "Condemned" means not fit for use.

- F. "Chief and Council" means the elected officials of the KSN.

- G. "Disability" means a person or person(s) with any impairment that may hinder access to KSN properties or community buildings.

- H. "Kichanishabe" means a person who is with traditional wisdom, knowledge and experience.

- I. "Home ownership" refers to a house that has been built by a member and their own resources with permission from KSN Chief and Council.

- J. "Householder" see "Occupant".

- K. "Housing and Community Works Portfolio Councillor" means the Council member appointed to or assigned the portfolio of Housing and Community Works.

- L. "Housing Occupancy Agreement" means a written, signed agreement between KSN (as represented by the Chief and/or Council) and a Tenant for the right to occupy a KSN-owned house.

- M. Housing Manager means a person hired by Chief and Council to perform the day-to-day administration of the Housing Program, as directed by the Housing and Community Works Policy (where applicable), and under the general direction of the Housing and Community Works

Committee. At Chief and Council's discretion, this position may be combined with the position of Community Works Coordinator.

N. "Housing and Community Works Committee" means an advisory committee established by Chief and Council responsible for the overall administrations of the Housing and Community Works Programs, within the parameters set out herein.

O. "KSN-owned house" means a house owned by KSN

P. "Maintenance" means an action taken to keep KSN property in good condition, and is categorized as regular and preventative maintenance.

* "Preventative Maintenance" means maintenance performed to prevent the need for major repairs and/or replacements (ex. recaulking a bathtub to prevent damage to the walls around the tub or the floor beneath the tub).

Q. "Maintenance Fee" is the amount-to be paid by a tenant to KSN to maintain or replace occupy any home on KSN (including CMHC Section 95 units). (Includes numbers)

R. "Major Renovation" means a renovation whose projected total cost exceeds \$5,000.

S. "Majority vote" means more than half of the votes cast by persons entitled to vote, excluding abstentions, at a properly called meeting where quorum is present.

T. "Minor Renovation" means a renovation whose projected total cost is less than \$5,000.

U. "Mobility" see "Disability".

V. "Occupant" means a person or person(s) who occupy a KSN-owned house. The names of Occupant(s) will be noted on the Housing Occupancy Agreement, in addition to the name of the official Tenant(s).

¹ FOR EXAMPLE: “Occupant” Mary is a tenant – the person who was officially awarded occupancy of the unit, signed the agreement and was given the keys. Jane, Mary’s daughter lives in the unit with her mom. Both Mary and Jane are the Occupants (because they both live in the house), but only Mary is the Tenant. Mary *should* list Jane as an Occupant when completing or updating the Housing Occupancy Agreement. If Mary for some reason does not list Jane as an Occupant on the agreement, Jane would still be *considered* an Occupant if she lives there.

W. "Quorum" refers to the minimum number of voting Committee members who must be present at a meeting for business to be officially transacted; the requirement of quorum is a protection against total unrepresentative action in the name of the Committee.

CC. "STC" means the Saskatoon Tribal Council.

II. MISSION STATEMENT

The KSN Housing and Community Works Committee works in partnership with residents, where appropriate and necessary, to ensure access to affordable, adequate and suitable housing that meets inspection and safety requirements, structural standards, fire standards and health and safety standards.

III. GOALS

1. Ensure a sufficient supply of housing to address the housing needs of KSN residents.
2. Provide housing programs and services that are effective.
3. Acquire housing for program delivery through appropriate designs, land planning and acquisition, and construction standards.
4. Enhance the long-term sustainability of KSN housing assets through promoting personal responsibility and accountability for housing with maintenance,-repairs and implementing energy efficiency technologies.

1.

IV. COMMITTEE TERMS OF REFERENCE

A. NAME

The name of this Committee shall be officially known as the KSN Housing and Community Works Committee.

B. SHORT NAME

Unless otherwise specified, references to "Committee" contained herein are references to the KSN Housing and Community Works Committee.

C. MANDATE OF THE COMMITTEE

The Mandate of the KSN Housing and Community Works Committee is to ensure the implementation of the KSN Housing and Community Works Policy and Procedure Manual.

D. ROLES AND RESPONSIBILITIES OF THE COMMITTEE

1. To make recommendations to Chief and Council regarding housing and community works policy and procedures.
2. To inform the membership of the Policies and Procedures.
3. To become familiar with CMHC and Immediate Needs programs and their criteria, and to promote these and other relevant programs, where applicable.
4. To be aware of the resources available and to make recommendations based on those resources.
5. To attend workshops and training sessions if required
6. Whenever possible, to take full advantage of the technical services provided by the (STC).
7. Committee members may be appointed to sit on the hiring committee to interview candidates for employment positions in this area, and to make recommendations to Chief and Council for ratification.

8. Come back to look at
9. Committee member must read, agree to and sign a copy of the "Code of Ethics Attached as Appendix "B & C". (To include the Conflict of Interest and Oath of Confidentiality in the Code of Ethics)

E. SIZE AND COMPOSITION

The Committee shall be made up of seven (7) persons, as follows:

1. Five (5) voting members
2. Housing and Community Works Portfolio Councillor and Chief, as an ex-officio member.
3. An Elder, without voting privileges.

F. MEMBERSHIP CRITERIA

To be eligible to be a member of the Committee, a person shall:

1. Be eighteen (18)
2. Be a member of KSN;
3. Have a sincere desire to serve the membership
4. Have a good knowledge of the housing needs of the community; and
5. Be in good standing in the community.
6. Adhere to safety protocols.

G. SELECTION

1. SELECTION OF COMMITTEE MEMBERS

All appointments to the Housing and Community Works Committee shall be made by the Chief and Councilor, and shall be ratified by Chief and Council.

2. POSITIONS/ ACTING POSITIONS

- a) The Housing and Community Works Portfolio Councillor shall act as Chairperson of the Committee; In the event of an absence, the Committee shall reschedule meeting.
- b) The Chairperson shall appoint a Recording Secretary or committee member with proper training to assist in recording the meeting.

H. RESIGNATIONS, DISMISSALS AND VACANT POSITIONS

1. A resignation or dismissal from the Committee shall be filled as soon as possible.
2. Resignations shall be submitted in writing to the Housing and Community Works Committee.
3. Housing and Community Works Committee members can be removed from office for the following reasons:
 - a) If absent from three (3) or more consecutive meetings.
 - b) For gross misconduct and/or gross neglect or violation of the Code of Ethics for Housing and Community Works Committee members.

I. MEETINGS

1. FREQUENCY, TIME AND PLACE

Housing and Community Works Committee meetings shall be held one week before Chief and Council meeting; reasonable notice shall be given. Meetings may be called from time to time by the Chief and/or Portfolio Councillor.

2. AGENDA

- a) Prayer by the Elder
- b) Call the meeting to order Time: _____
- c) Adoption of Agenda
- d) Reading of minutes from last meeting.
- e) Corrections, deletions, and additions to Minutes of last meeting
- f) Adoption of minutes.
- g) Business arising from Minutes.
- h) Housing and Community Works Coordinator Report:
 - (1) Water Treatment Plant Report;
 - (2) Sanitation/Grader Report;
 - (3) Carpenters Report; and
 - (4) Other relevant reporting
- i) Portfolio Councillor Report
- j) Business: old and new
- k) Guests & Community members – comments and concerns.
- l) Set time, date and place for next meeting.
- m) Adjourn meeting. Time: _____
- n) Closing prayer by Elder.

3. QUORUM

- a) Full participation of the Committee is recommended.
- b) However, quorum will be defined to be a minimum of three (3) voting members of the Committee.

4. VOTING AND DECISION MAKING

- a) The Chairperson shall not call a matter to a vote until all committee members have reached an understanding of the matter at hand.
- b) The basic requirement for approval of an action or choice is a majority vote.
- c) Each Committee member has a duty to participate fully in meetings, which includes voting.
- d) Mover, Secunder and any abstentions from voting shall be noted in the Minutes.
- e) In voting, the chairperson shall:
 - (1) State the motion aloud;
 - (2) Then call for a mover and seconder
 - (3) Then any further discussion of the motion put to the floor
 - (4) Then call for all those in favor of the motion to raise their hand;
 - (5) Then call for all those opposed to the motion to raise their hand;
 - (6) Then call for all those abstaining from the vote to raise their hand; and
 - (7) Then announce the result of the vote.
- f) Committee members must refrain from voting on issues pertaining to their immediate family (as defined in the KSN Personnel Policy Manual). Such an abstention from voting shall be noted in the minutes.
- g) Committee members shall refrain from voting in matters where a potential, perceived or real conflict of interest exists. Such an abstention from voting shall be noted in the minutes.
- h) Once the Committee reaches a decision, each member of the Committee shall respect and support that decision regardless of how that particular Committee member voted.

3. CONFLICT OF INTEREST

- 1. A conflict of interest is a situation in which a person has a private or personal interest sufficient to influence or appear to influence the objective exercise of their official duties.
- 2. All Committee members have a continuing responsibility to conduct themselves in accordance with the highest standards of integrity and fairness to avoid any real, potential or apparent conflicts of interests between their personal interests and their duties.
- 3. The primary reason for concern about conflicts of interest is that they reduce public trust and confidence in integrity and impartiality.
- 4. If a committee member finds themselves in a position of conflict of interest, they must openly declare the conflict to the Committee.
- 5. The Committee member must then remove themselves from the conflict of interest.
- 6. In the matter of voting, a Committee member shall be deemed to have sufficiently removed themselves from the conflict of interest if they do not participate in the vote.
- 7. Committee Members must refrain from discussions or voting in relation to matters pertaining to immediate family members (Including: Mother / Father / Spouse / Children or Siblings [Biological and/or legal/traditional adoption])

8. A Committee member found to be in breach of these Conflict of Interest Guidelines may be subject to the following disciplinary actions:
 - a) Suspension from the Committee;
 - b) Review at a hearing; and/or
 - c) Removal from the Committee.

4. HOUSING AND COMMUNITY WORKS COMMITTEE MEMBER: CODE OF ETHICS

Committee Member:

1. Will be motivated by a desire to serve the Housing and Community Works System and the community in the best way possible.
2. Will make all efforts to attend all Committee Meetings.
3. Will not use any part of the program for my personal advantage or for the best interest of my friends and relatives.
4. Will do everything possible to maintain the integrity, confidence and dignity of the position of Housing and Community Works Committee member
5. Will listen to what other Committee Members or other individuals or groups may have to say before making final decisions.
6. Will:
 - a) Avoid resentment and bitterness;
 - b) Ensure proper conduct and behavior;
 - c) Encourage full and open discussions in all matters with members on the Committee;
 - d) Treat Committee members with respect and consideration; and
 - e) Not withhold or conceal from them any information or matter in which they should be concerned.
7. I will make no belittling remarks, in or out of Committee meetings, about other members of the Committee or their opinions; however, I reserve the right to make honest and respectful criticism in the Committee meetings, so long as I explain myself and offer alternatives.
8. I will recognize that authority rests with the Committee, and not with individual members of the Committee.
9. I will abide by majority decisions of the Committee once they are made, and I will accept and support them so long as I remain a member of the Committee.
10. I shall restrict discussing confidential business of the Committee to duly called Housing and Community Works Committee meetings.
11. I will make all attempts to keep informed on all local, provincial and national developments of significance.

5. DUTIES AND RESPONSIBILITIES

1. DUTIES OF CHAIRPERSON

- a) Ensure tobacco has been supplied for the Elder.
- b) Make arrangements for; or delegate responsibility to make arrangements for meetings.
- c) Preside over meetings.
- d) Call meetings to order, and adjourn meetings at a scheduled time.

- e) Prepare agenda and see that business is conducted accordingly.
- f) Lead and facilitate discussion on business before the Committee.
- g) Be familiar with Housing and Community Works developments and other business within the KSN organization that concerns the Housing and Community Works Committee.
- h) Provide recommendations to KSN Chief and Council upon completion of each Committee meeting, where appropriate.

2. DUTIES OF THE RECORDING SECRETARY

- a) Take and keep a record of all minutes of meetings and type them for the next meeting.
- b) Read the minutes when the Chairperson calls for them.

6.REMUNERATION

- 1. Committee members shall be entitled to such honoraria and expense reimbursement as approved by Chief and Council.
- 2. Committee members shall receive an honorarium in the amount of \$100.00 based on attendance at each duly called meeting.
- 3. Committee members shall receive an honorarium in the amount of \$100.00 for their participation in interview and selection panels.
- 4. Committee members shall be reimbursed for expenses as per KSN financial policy for attendance at meetings, conferences, conventions, or workshops taking place outside of the community.
- 5. Committee member shall reimburse KSN any overpayment when failing to attend meetings or training.

V. HOUSING POLICIES AND PROCEDURES

1) ALLOCATION OF HOUSES

1. GENERAL

- a) Each year, KSN builds new houses, either through a CMHC Program, INAC or as KSN houses.
- b) These houses are allocated to members according to the process outlined herein.
- c) This policy, therefore, does not apply to houses that were financed and built by the residents themselves.

2. ELIGIBILITY CRITERIA

- a) Two rental references will be required, and for first time tenants a character reference shall be provided.
- b) Size of family, in comparison to the capacity of current living conditions (ex. overcrowding) and to the capacity of the vacant house (ex. suitability) to house available.
- c) Reason for application.
- d) Future plans as they relate to staying in the community.
- e) Previous maintenance record.
- f) Length of time on waiting list.
- g) Knowledge of housing maintenance (participation in a housing maintenance orientation session required).
- h) Health and safety of Applicants (ex. condition of existing house).
- i) If the Applicant is elderly, and any special considerations that may therefore arise.
- j) Ability to pay rent.

3. COLLECTION / DAMAGE DEPOSIT (Section 95 Units)

- a) KSN has a number of agreements in place with CMHC. All rental collection on CMHC Section 95 homes will be in compliance with the operating agreements set in place.
- b) Both the Pre and Post 1997 Section 95 agreements are nonprofit social housing programs. KSN holds a mortgage on these homes and is responsible to pay until the loan term expires. The rent that is collected (typically from social assistance) equals approximately half of the mortgage payment. CMHC provides a subsidy for the other half (providing the band is in compliance with the operating agreement). KSN is then responsible to make that mortgage payment with the revenue and subsidy.
- c) Rent and damage deposit is based on the occupancy agreement. Damage deposit is required to match the rent of each house as outlined, for each Tenant prior to moving into a Section 95 Unit;
- d) Monthly rental rates are set at (coinciding with S/A rates):
 - i. 1 Bedroom - \$150.00
 - ii. 2 Bedroom - \$252.00

iii. 3+ Bedroom - \$345.00

4. FEES FOR SERVICE

- a) Maintenance Fee:
 - a. Applicable to all Houses on KSN (including CMHC Units, Band Units and Privately Owned Homes).
 - b. A flat rate of \$100 per month is payable to KSN on the 1st of each month.
 - c. Maintenance fees are collected to ensure budget is available for minor repairs and renovations not covered by CMHC replacement reserve (i.e.: Band Units and privately owned homes.)
- b) Sanitation Fee:
 - a. Applicable to all Houses on KSN (including CMHC Units, Band Units and Privately Owned Homes).
 - b. A flat rate of \$25 per month is payable to KSN on the 1st of each month.
 - c. Sanitation fees are collected to ensure service to all KSN homes regarding garbage disposal.

5. APPLICATION PROCESS

- a) KSN members who are interested in obtaining housing must fill out the "Housing Application Form" (Appendix D).
- b) Each application is **only valid for one year**. It is the Applicant's responsibility to note the date and re-apply each year. KSN will not send out reminders.
- c) Applications must be submitted to the Band Office Receptionist.
- d) Upon receipt, the receptionist shall record receipt of the application by date stamp and electronically filed and emailed to Housing Coordinator, Committee, and Lands department for processing. Original document to be filed and secured by receptionist.
- e) Applicants shall receive written verification of receipt of the Application.
- f) The Housing Coordinator shall compile all of the applications and forward the information (the "Application List") to the Housing and Community Works Committee when a unit becomes available.

6. SELECTION PROCESS

- a) After deliberations are complete, the committee shall forward their recommendations to Chief and Council.
- b) The Chief and Council shall make the final decision.
- c) In the event that Chief and Council did not follow the recommendations of the Committee, an explanation of the rationale behind their decision shall be provided to the Housing and Community Works Committee for a matter of record.
- d) Housing Coordinator will advise the successful applicant(s) in writing within five (5) business days.
- e) Successful applicant must read, understand, agree to and sign a "Housing Occupancy Agreement" and "Move-in/Move-out Form" prior to receiving keys.
- f) "Housing Occupancy Agreement" must be updated on April 1st each year.

2) OWNERSHIP AND POSSESSION

1. Ownership of the houses shall always remain with KSN.
2. For the purposes of this document, the relationship of KSN and the Tenant created under the Housing Occupancy Agreement is one of contract only, and does not create any interest in land in favor of the Tenant.
3. The KSN member shall retain possession of the house during (subject to the terms of the Housing Occupancy Agreement), and provided that house is not abused and the rent, if any, is paid on time.

3) HOME OWNERSHIP

1. Notwithstanding any other provision in this document, the Committee has the authority to recommend to the Chief and Council that a particular house be declared as qualifying as a "Home Ownership" classification.
2. If the Committee's application to Chief and Council is successful, the Tenant of the aforementioned house shall have the right to transfer possession of the house they occupy from themselves to a designated family member through a legal Last Will and Testament or through a release form.
3. If Chief and Council does not accept the recommendation of the Committee, they shall inform the Committee of the reasons for their decision, in writing, for a matter of record.
4. Privately owned homes must maintain a land lease as determined by the Lands department policies. (refer to Land Management Code)
5. Privately owned homes are responsible for their own costs associated with home ownership.
6. Owners have the option to enter into a contract for Maintenance Services but **MUST** enter into a contract for Sanitation Services.

4) MINOR RENOVATIONS

- a) The Housing and Community Works Committee will set establish a minor renovation budget each year.
- b) As per budget & policy a cost share 50/50 projects need to be preapproved with a signed agreement between the Housing Manager and tenant(s) only if budget allows.
- c) Subject to the KSN Financial Policies and Procedures Manual, the Housing Manager (change name) is authorized to approve expenditures up to \$5,000.00 out of this budget.
- d) Tenants are encouraged to perform painting and/or drywall patching. Tenants will be provided with the paint or materials.

1. MAJOR RENOVATIONS

- a) The Housing and Community Works Committee will establish a list of houses that qualify for renovations each year based on the budget.
- b) The priority list for renovations will be made on the merits of:
 - (1) Health and safety of occupants.
 - (2) The physical appearance of the house (ex. roofs, windows).

- (3) Year of the house.
 - (4) Overcrowding.
 - (5) The nature of the renovation, requested (ex. major items – floors, doors, windows, walls – would be prioritized).
- c) The Tenant shall not undertake any major renovations, modifications or additions to the housing unit without the authorization of the Housing and Community Works Committee.

5) VACANT HOUSES

- a) The Housing Manager and/or Housing and Community Works Committee may request inspections (and reports) of community buildings from the Saskatoon Tribal Council personnel.
- b) A house may be declared condemned by Chief and Council based on recommendation of the Housing and Community Works Committee as a result of inspection reports.
- c) In the event a KSN-owned house is declared not practical to repair, the Housing Manager and Community Works Committee will recommend a course of action to Chief and Council. The Committee may recommend to:
 - a) Tender the house out for scrap lumber;
 - b) Consider an alternate use for the structure, subject to Health, Safety and Environmental Standards;
 - c) Seek out resources from CMHC, ISC or some other funding agent for the replacement of the vacant house; and/or
 - d) Follow another course of action.
- d) KSN will be responsible for securing any vacant house for the health and safety of our community.

6) UTILITIES, INSURANCE

- 1. Tenant must be able to put utilities in their own name;
- 2. In the event of loss of utility service for the unit, the unit will revert back to KSN and tenants will be evicted.
- 3. The Tenant shall be responsible for the payment of all utility bills for the house while they occupy it. It shall be their responsibility to ensure that the utilities are connected and/or disconnected from their name.
- 4. The Tenant shall be responsible for provision of content insurance for their personal belongings in the house.
- 5. KSN will ensure adequate fire insurance on the structure is purchased for all KSN-owned houses.
- 6. In order to ensure the tenant qualifies for content insurance, KSN will provide working smoke/carbon monoxide detectors in each unit.

7) OCCUPANCY

- 1. Persons other than KSN band members wishing to apply for a house in KSN must do so through the Housing and Community Works Committee, who then recommends to Chief and Council.

2. Persons other than those listed on the original Housing Tenant Agreement who are wanting to occupy a KSN-owned house must first apply to the Committee, who then recommend to Chief and Council.

SAFE HOUSE – REFER TO PREVENTION

8) PET POLICY (To Be Determined – (?))

9) USE OF PROPERTY

Refer to Land Use Policy

10) ILLEGAL ACTIVITIES

A Tenant will not be permitted to carry on any illegal activities in a KSN.

- a) Occupants of residence cannot carry on or permit to be carried on or aid and abet any illegal activity conducted in a residence. In the event such illegal activity is brought to the attention of the Justice Committee who in turn will be the liaison with other resources and determine appropriate course of action. Tenant(s), any members of the tenant's household, and any persons affiliated with the tenant or invited onto the residential property or residential premise by the tenant(s) or any member of the tenant's family shall not engage in any criminal activity on the residential premises or property including, but not limited to:

Any criminal activity that seriously jeopardized the health, safety or a lawful right (including the right to quiet enjoyment, security, safety or physical well-being) or interest of the landlord, other tenants or persons on the residential property, residential premises or adjacent property; or which has caused or is likely to cause damage to the landlord's property.

(b) Landlord's Notice for Cause:

The tenant (or a person permitted on the residential property by the tenant) has significantly interfered with or unreasonably disturbed other tenants or neighbors, has seriously jeopardized the health, safety or lawful rights of another tenant or neighbor, or has put the landlord's property at significant risk.

The tenant (or person permitted on the residential property by the tenant) has engaged in noxious, offensive or illegal activity.

11) EVICTION

1. It is understood by the membership that all houses located on KSN land are owned by KSN, except for cases where members obtained a mortgage and built the house themselves (ex. Section 10 Housing). More importantly, in view of this fact, and to protect the public interests, KSN holds the right to evict a Tenant (and other occupants).
2. Chief and Council may, by resolution at a duly convened meeting of Chief and Council, serve an eviction notice to a Tenant. The Chief and Council may delegate the responsibility to serve the written notice to the Housing Manager, or some other agent.

3. Notices for eviction shall generally provide for fifteen (15) days to vacate, unless the circumstances of the situation warrant a shorter notice or even an immediate eviction.
4. The following acts or omissions of action may be considered grounds for eviction. All offences will be documented and added to their Housing Profile. The Housing and Community Works Committee will then be notified (this is not an exhaustive list):
 - a) Abuse or neglect to a house.
 - b) Vandalism to property in the community.
 - c) Abandonment of the house.
 - d) Illegal activity within the house.

VIOLATION OF THE ABOVE PROVISIONS, WHICH ARE AGREED TO BE A REASONABLE AND MATERIAL TERM OF THE RESIDENTIAL TENANCY AGREEMENT, SHALL CONSTITUTE GOOD CAUSE FOR A NOTICE TO END TENANCY.

12) RESPONSIBILITY AND STANDARDS OF MAINTENANCE

1. RESPONSIBILITY OF THE TENANT/OCCUPANT

- a) The Tenant shall be responsible for regular maintenance activities, such as: general cleanliness and upkeep of the designated property surrounding the housing unit, regular changing of furnace filters, HVAC filters, lightbulb replacements, door knobs, etc.
- b) It is the tenant's responsibility to ensure all garbage shall be placed in a tied garbage bag in the garbage bins provided for collections.
- c) It is the tenant's responsibility to ensure the garbage stand area must be kept tidy and clean.
- d) It is the tenant's responsibility to ensure eaves troughs stay clean and maintained.
- e) It is the tenant's responsibility to replace keys if lost.
- f) It is the tenant's responsibility to ensure wrecked or abandoned vehicles are removed
- g) A notice will be sent out to the tenants to have the wrecked or abandoned vehicles removed to the back area of the house (out of sight).
- h) When the housing unit is vacated, the Tenant shall be responsible to ensure that it is left in a clean and neat condition with all garbage and unwanted items removed. If it is required to remove items from the housing unit, to have it cleaned, or to do repairs cause by Tenant neglect and/or abuse, **the cost shall be assessed against the Tenant** as a KSN loan and shall be collected.
- i) The Tenant shall notify the Housing Coordinator in a timely manner of any preventative maintenance needing to be done that the Tenant cannot do themselves, such as: replacement or repair of leaking taps, etc.
- j) The Tenant shall be responsible for all maintenance items caused by willful damage or neglect on the part of the Tenant or any invited guest of the Tenant.

2. RESPONSIBILITIES OF KSN

- a) Housing Manager shall conduct regular yearly inspections of units to ensure the housing unit is in a reasonable state of repair and the tenant is performing regular maintenance.

- b) Housing Manager shall establish a schedule of preventative maintenance activities to be performed on the housing units, and either notify the Tenant of the Tenant's responsibility to perform them or arrange for their performance.
- c) Designated Housing Inspector shall attend to all extraordinary maintenance matters, and determine the cause of them. In instances where it is determined that the extraordinary maintenance item was required due to willful damage or neglect of a Tenant or an invited guest of the Tenant, the Housing Manager shall alert the Housing and Community Works committee and also inform the Tenant (or KSN, as the case may be) of their financial responsibility for the repairs.
- d) The Housing Manager shall make note of all maintenance activities in the appropriate Housing Profile.

13) ALTERING OF LOCKS

No person shall, during occupancy of the KSN-owned house by the Tenant, alter or cause to be altered the locking system on any door giving entry to the KSN-owned house except by mutual consent of the Tenant and Chief and Council.

14) ADDITIONAL KEYS

A spare key for each housing unit shall be kept in a secured place at the Administration office.

15) ENTRY INTO A KSN-OWNED HOUSE

1. OCCUPANT'S RIGHT TO PRIVACY

- a) The Housing Manager and housing maintenance personnel shall not enter an occupied KSN-owned house except as provided herein.
- b) The Housing Manager has the right to enter a KSN-owned house, and an occupant shall permit the Housing Manager to enter:
 - (1) To perform the Housing Manager duties.
 - (2) To show the house to prospective occupants when the current Housing Occupancy is being terminated.
 - (3) To perform regular inspections.
 - (4) To inspect the house on the day the Tenant is required to vacate the premises in order to complete the Move in/ Move out Condition Report.
- c) Prior to entering the house, the Housing Manager shall ensure reasonable notice is given to the Tenant. Generally, reasonable notice should be construed as 24 hours, preferably the notice should be in writing.
- d) Housing Maintenance personnel have the right to enter a KSN-owned house, and an occupant shall permit the maintenance personnel to enter, in order to perform necessary maintenance, and provided reasonable notice was given to the Tenant.
- e) Tenants may have the option to agree to waive the requirements for notice.

2. WHERE ENTRY WITHOUT NOTICE ALLOWED

- a) The Housing Manager or Maintenance Personnel have the right to enter the KSN-owned house, without notice, where:

- (1) An emergency exists and the Tenant cannot be contacted.
- (2) The Occupant consents at the time of entry.
- (3) The Housing Coordinator has reasonable grounds to believe the Tenant has vacated or abandoned the house.

16) HOUSING PROFILES

1. To efficiently administer the Housing Program, the Housing Manager shall maintain a housing profile for each KSN-owned house.
2. The following information shall be placed in the Housing Profiles (this list is not exhaustive):
 - a) The Housing Application form.
 - b) A signed copy of the Housing Occupancy Agreement.
 - c) Signed copies of amendments to the Housing Occupancy Agreement.
 - d) A signed condition report detailing the status of the house when Tenants move in and out.
 - e) The lot and building plan for the house.
 - f) Any correspondence between the KSN and the occupant(s), or any other correspondence concerning the housing unit.
 - g) Where applicable, an income verification form and any supporting documentation from an employer or social worker.
 - h) Copies of all applicable inspection certificates, approval forms, etc.
 - i) A record of any maintenance, renovations or additions to the unit noting, where possible:
 - (1) Date of work completed.
 - (2) P.O. number and/or invoice number.
 - (3) Name of person or company who performed the work.
 - (4) Description of work done.
 - (5) Cost.
 - (6) A picture of the house.
 - (7) The house number, as assigned by the community plan.
 - (8) A record of any appliances, including:
 - a. A description of the appliances;
 - b. The date of purchase; and
 - c. The serial number of the appliances.
3. The Housing Manager shall also take measures to ensure the continued accuracy of the information contained within the Housing Profiles by noting:
 - a) Changes in family composition resulting in changes in the number and make-up of persons occupying the unit.
 - b) Loss of employment of the Tenant resulting in an inability or reduced capacity to pay rent.
4. The Housing Manager may choose to organize these records in any manner they deem most efficient and effective (ex. paper copies versus an electronic database, a single file for each unit versus separate files for "Tenant and House" and "Maintenance").

VI. COMMUNITY WORKS POLICIES AND PROCEDURES

A. GENERAL

The Housing and Community Works Committee is charged with the overseeing and providing direction to the Housing and Community Works program. As such, the Committee shall ensure the standards for the programs outlined herein are met. To do this, the Committee shall employ such methods as:

1. Make recommendations to Chief and Council.
2. Direct the Community Works Coordinator, or other maintenance staff.
3. Take actions as a Committee.
4. Take action as individual Committee members.
5. Other.

B. EQUIPMENT INVENTORY

1. Records of all KSN-owned equipment shall be kept in the format as prescribed herein.
2. Equipment for the use in the community can be obtained from the following sources:
 - a) From the capital budget, as per ISC Contributions.
 - b) From a grant or donation from an individual or a group.
 - c) From such other funds at the discretion of Chief and Council.
3. All durable materials with a value in excess of \$50.00 shall be recorded. This record shall be updated annually indicating additions or deletions of materials and equipment.
4. All such equipment and materials shall be identified by serial or model numbers, and when such numbers are not available, the maintenance staff, in cooperation with the Housing and Community Works Committee, shall devise a numbering system that may be imprinted on all such materials for purposes of identification.
5. Equipment that has become obsolete through wear and tear shall be disposed of upon recommendation by the Housing and Community Works Committee.
6. Duplicate copies of the inventory record shall be kept at the Administration Office.
7. Maintenance shall be responsible for initiating the inventory record and updating it annually.
8. The Chief and Council shall endeavor to provide adequate content insurance on materials and equipment located in the major capital buildings.

C. PUBLIC BUILDINGS AND FACILITIES INVENTORY

Complete and accurate records shall be kept for each public building or facility. At a minimum (and where available), these records shall include information/documentation relating to: planning, construction, certification, certifications/inspections, financing, renovations/alterations and relevant correspondences.

D. INSURANCE

1. In order to ensure KSN's interests are protected and to be consistent with the requirements of legislation, the Chief and Council may be required to provide continuous insurance coverage in accordance with the regulations of this policy.

2. The Chief and Council may be required to provide continuous insurance coverage for all or some of the following (provided the cost is not prohibitive and is budgeted for):
 - a) KSN Community Hall contents.
 - b) Administration office and contents.
 - c) Water treatment plant and lift station and contents.
 - d) Education building and contents.
 - e) All CMHC houses, including those during construction.
 - f) All KSN band owned houses.
 - g) Storage facilities (Quonset, maintenance shop) and other contents.
 - h) Fire Hall and Equipment.
 - i) Recreation Center and contents.
 - j) Wellness Center and contents.
 - k) KSN owned equipment.
 - l) Daycare Center and contents.
3. Insurance shall be obtained on actual cash replacement value.
4. Claims under the buildings and contents sections of the insurance policy resulting from accident, fire, vandalism, or theft shall be reported to the Housing and Community Works Committee.
5. On an annual basis, the Housing and Community Works Committee shall review the insurance coverage and make such recommendations for changes as it deems necessary to Chief and Council.
6. The Administration shall make available to the Housing and Community Works Committee, all Housing and Community Works employees, and other persons as required, information describing the insurance coverage.
7. The Housing and Community Works Committee shall ensure an annual facilities appraisal is done by an independent insurance appraiser, which will be used as a basis for establishing the extent, if any, of insurance coverage required.

E. ROADS

To ensure safe road conditions for the members and the travelling public, the following standards shall be met:

1. Signs are visible and appropriate.
2. A budget of \$500.00 set aside each year for replacement of road signs, poles, etc.
3. Roads are graded on a regular basis.
4. Grass cutting each year on the shoulder of the roads.
5. Roads clear of rocks, debris, snow, etc.
6. Roadside clean-up each year.
7. Removal of rocks emerging from the road.
8. Reflectors on the bridges shall be posted.
9. Gravel may be replaced on a yearly basis pending budget availability.
10. Warning signs to be put up in case of road washout.
11. In conjunction with Lands, where appropriate.

APPROACHES

The condition of gravel on approaches will be reviewed on a case by case basis pending budget availability and gravel ability.

F. WATER WORKS

To ensure safe water for the members, residents and visitors, the following standards shall be met:

1. Adequate supply of water for all the houses.
2. Water will be safe for human consumption.
3. Water supply is to be maintained regularly.
4. Staff and a back-up person to be trained in how to handle the pressure water system.
5. Back-up person list to be maintained and posted in case of emergency.
6. Competent and safe operation of water wells.
7. Saskatoon Tribal Council Technical Staff provide training, technical and advisory services to the water treatment plant operators on a regular basis.
8. KSN Health department to do regular water testing.
9. Be aware of spring run-off and create awareness about water safety
10. Monitor lagoon water levels.
11. Work with conservation officers and Saskatchewan Water Corporation to ensure proper water levels.
12. Monitor jet systems and various sewage pump systems.
13. Provide a manual pump system for emergency purpose.
14. Arrange for sewage pump truck to clean out the septic tanks twice a year (ex. once in the spring and once in the fall).

G. SANITATION

Sanitation Department Responsibilities:

1. Garbage picked-up on a regular basis.
2. Hire an employee to provide the regular service and sign a contract to that effect on a yearly basis. The contract duration will be from April 1 to March 31 of each fiscal year.
3. Arrange for heavy equipment to clean and clear the pit when required.
4. Provision of garbage stands, with covers to each house on the reserve.
5. Arrange for regular schedules of garbage pickup according to the seasons.
6. Provide recycling services (Program in development). Pending implementation.
7. To hand out information delivery to KSN houses.

Tenant Responsibilities:

1. Households must keep the garbage stand area clean.
2. Households are responsible to have garbage bags tied and placed in the garbage stand; Elderly or Disable tenants may arrange for assistance through Public Works.
3. Larger items, such as fridges, stoves, etc., to be hauled away by the tenant; alternative arrangements could be made with the Housing Department.
4. Tenants to clean and maintain their yards as per Land Use Policy and may be subject to Eviction.
5. No grass fires. Failure to comply, will result in criminal charges.

H. KSN COMMUNITY HALL

To ensure the proper care and maintenance of the KSN Community Hall, the following standards shall be met:

1. The Hall will be used for public functions according to posted rules and regulations.
2. The membership is encouraged to donate items that could stay at the Hall for public use.
3. The people using the hall will be responsible for any damages incurred at time of event, and after use of the Hall, they are required to clean it up. The users will provide security while their function is on. There will be one key made available to open and lock the Hall, sign in/out form is available with Administration Office Receptionist.
4. KSN will supply the cleaning supplies.
5. A rental fee to use the band hall is as follows:
 - 100.00 rental fee for Band membership (50.00 refundable fee pending cleanliness after event)
 - Programs and outside agencies rental fee are negotiable

I. WATER TREATMENT PLANT

To ensure the competent and safe operation of the Water Treatment Plant, the following standards shall be met:

1. A responsible, reliable person will be hired to operate the plant.
2. STC Technical Staff provide training, technical and advisory services to the water treatment plant operators on a regular basis.
3. The Water Treatment Plant Operator will attend training events as they become available.
4. The maintenance required will be left to the person in charge and to inform the Committee of problems and to act quickly.
5. The person hired will have to sign a contract on a yearly basis. It is recommended for the Committee to send this person to training whenever available.
6. KSN will be responsible to purchase the chemicals required to be used at the plant.
7. The Water Treatment Plant Operator will inspect the sewer lift station and ensure it is operational.
8. It is expected for this person to assist with minor maintenance for the Housing Department when required.

J. ROAD GRADER

To ensure the provision of road grader services, the following standards shall be met:

1. A certified operator person to operate the road grader shall be hired.
2. KSN will:

- a) Provide fuel and grease for the grader.
 - b) Provide parts required for the grader.
 - c) Require the operator to keep track of the hours worked on the road.
 - d) Sign a yearly contract with operator.
3. The operator will remove large rocks from the road, if left after grading.
 4. The operator will assist in ensuring that the road signs are properly displayed and maintained.
 5. The operator will be encouraged to take training when required.
 6. Other duties:
 - a) Clean and clear the roads and approaches of snowfall.
 - b) Clear the road in case of funeral to the burial grounds.
 - c) Put warning signs in case of road washout.
 - d) Arrange for rock and debris pick-up.
 - e) Grade the approaches as needed.
 - f) Maintain the grader, as required.
 - g) Should operate the mower and cut the grass along the side of the road.

K. ADMINISTRATION OFFICE

To ensure the provision of a safe working environment for the employees, members and visiting guests, the following standards shall be met:

1. The Administration Office will provide membership essential services.
2. The Administration Office shall be open for public access during workdays.

L. WELLS

To ensure that potable drinking water is available to KSN membership through a pressurized water system, the following standards shall be met:

1. The pumps and motors will be registered on the inventory list.
2. Pumps and motors shall be adequate and regularly monitored.
3. General maintenance on the equipment shall be performed regularly.
4. The STC will monitor the wells by the way of water samples. The health staff will provide the Tenant with test results and recommend what needs to be done.

M. SEPTIC TANKS

To ensure the safe operation of septic tanks outside the community core area, the following standards shall be met:

1. The covers of the septic tanks should be inspected on an annual basis for the safety of membership.
2. The septic tanks will be pumped out yearly and to be recorded on the housing file.
3. In case of large family occupying a house, then arrangements can be made to remove solids more often.

4. In order for the maintenance person to service a pump in the septic tank, safety procedures must be followed.

N. FLOODING:

- 1.

O. FIRE PROTECTION

To minimize the risks of fire and the damages caused by fires, the following standards shall be met:

1. Information about fire protection shall be provided to membership.
2. KSN will work with its membership to work out an evacuation plan for each house.
3. The houses will have to be equipped with two operational doors for fire escape route.
4. KSN will provide fire protection.
5. KSN will ensure that the houses will at least have one smoke detector and one carbon monoxide detector on each level that it is operational.
6. KSN membership will be provided information about the safety of these devices and their importance.
7. KSN maintenance staff will monitor ice buildup on the chimneys and high efficiency furnace vents.
8. KSN maintenance staff will be responsible for the furnace duct cleaning.

P. WELLNESS CENTER AND DAYCARE

1. The Wellness Center will provide and administer health/prevention services.
2. The daycare will provide a safe environment for membership.
3. The janitor will clean the work area daily.

Q. CEMENTARY

To maintain the final lodge, the following standards shall be met:

1. The area is secured with a fence and maintained.
2. Roads shall be maintained and kept open.

VII. CONSTRUCTION POLICY

A. SITE SELECTION

1. When choosing a site for new construction, the committee will appoint a project manager who shall consider whether a site location under consideration would pose construction problems or excessive development costs due to such factors as soil conditions, underground streams, steep slopes, availability of services, existing encumbrances.
2. Once Chief and Council has approved selected site or sites, to arrange for inspection and approval of the proposed sites by the appropriate agencies (ex. CMHC, Health Canada, ISC), as applicable.

7. DESIGN AND CONSTRUCTION CODES

1. New houses, buildings and renovations shall be designed and constructed in accordance with applicable health, safety, environmental and construction standards.
2. Building plans shall be submitted to STC to review prior to construction to ensuring plans meet current codes and standards.
3. The staff from STC's Technical Services Unit shall inspect construction sites before, during and after construction. The STC technicians shall report any concerns that relate to the National Building Code and/or to construction plans/specifications.
4. The staff from STC's Health and Social Development Unit shall inspect constructions sites before, during and after construction. The STC technician shall report any concerns that relate to environmental issues and/or standards.
5. All construction contracts shall stipulate that the Contractor ensures compliance with Occupational Health and Safety Standards.

8. COMPLETION OF PROJECT

Upon completion of a Community construction project and Chief and Council shall delegate the organization of a cultural ceremony to celebrate the completion of the project.

VIII. COMPLAINTS AND APPEALS

- A. Complaints and/or appeals of decisions or actions of the Housing and Community Works Committee shall be directed, in writing, to the Chief and Council.
- B. All complaints and/or appeals shall be documented, should then be forwarded to Larry.

IX. PERIODIC REVISION AND AMENDMENTS TO POLICY

The KSN has Housing and Community Works Policy and Procedures in place as a reference guide to administer the Program. The Chief and Council shall retain all decision-making responsibility and authority to oversee the general operations of capital projects.

- A. Member of the KSN can recommend a change. Any such initiative must be tabled with the Housing and Community Works Committee for consideration.
- B. A motion or resolution approved by the Housing and Community Works committee, shall be submitted to Chief and Council for ratification.
- C. Proposed policies and regulations shall be in a prescribed format as stipulated and approved by Chief and Council.
- D. The Chief and Councillor with the Housing and Community Works Portfolio shall implement and ensure that regulations and procedures are followed.
- E. The Housing and Community Works Policy and Procedures Manual shall be distributed to Chief and Council, The Housing and Community Works Committee and staff. It shall also be made available to any KSN member at their request.

X. IMMUNITY FROM LIABILITY

Employees of the Housing and Community Works Committee, Housing Manager, Programs Staff and Volunteers shall have immunity from liability while conducting approved activities.

XI. COMING INTO FORCE

This is a legal binding document in which cannot be fully changed but amended by way of Kinistin Saulteaux Nation Chief and Council, Housing Committee Members with Band & CMHC Housing Staff.

- a) According to housing issues pertaining to Kinistin Saulteaux Nation

The Housing and Community Works Policy and Procedure Manual comes into effect, by ratification from Chief and Council, on this _____ day of _____, _____.

Chief

Date

Councillor

Date

Councillor

Date

Councillor

Date

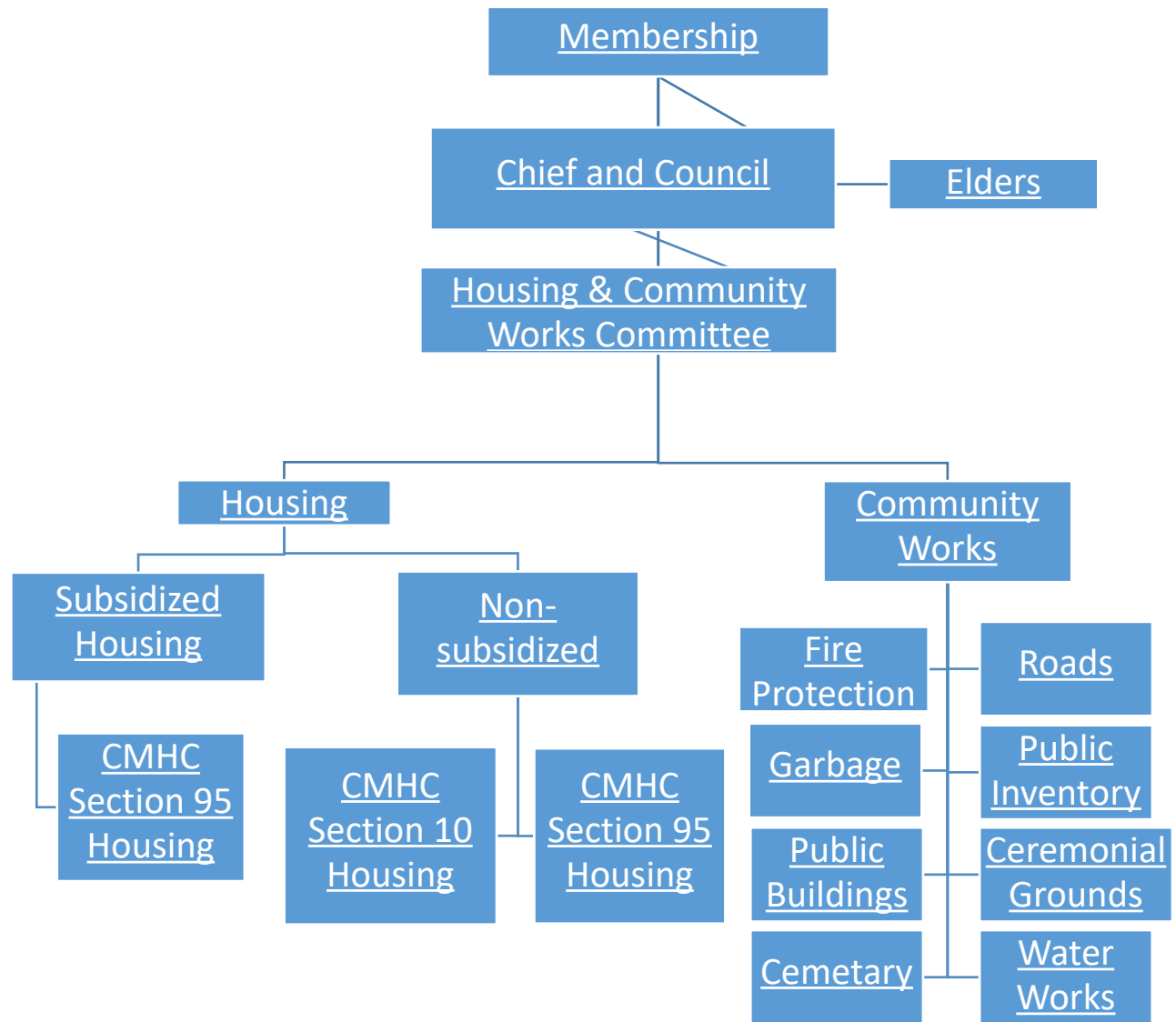
Councillor

Date

Councillor

Date

Appendix A
ORGANIZATIONAL CHART



Appendix B

KSN HOUSING AND COMMUNITY WORKS COMMITTEE MEMBER CONFLICT OF INTEREST

1. A conflict of interest is a situation in which a person has a private or personal interest sufficient to influence or appear to influence the objective exercise of their official duties.

2. All Committee members have a continuing responsibility to conduct themselves in accordance with the highest standards of integrity and fairness to avoid any real, potential or apparent conflicts of interests between their personal interests and their duties.
3. The primary reason for concern about conflicts of interest is that they reduce public trust and confidence in integrity and impartiality.
4. If a committee member finds themselves in a position of conflict of interest, they must openly declare the conflict to the Committee.
5. The Committee member must then remove themselves from the conflict of interest.
6. In the matter of voting, a Committee member shall be deemed to have sufficiently removed themselves from the conflict of interest if they do not participate in the vote.
7. Committee members must refrain from discussions or voting in relation to matters pertaining to immediate family members (Including: Mother / Father / Spouse / Children or Siblings [Biological and/or legal/traditional adoption])
8. A Committee member found to be in breach of these Conflict of Interest Guidelines may be subject to the following disciplinary actions:
 - a) Suspension from the Committee, with no pay;
 - b) Review at a hearing; and/or
 - c) Removal from the Committee.

Committee Member: _____

(Please Print Name)

Signature: _____

Date: _____

Appendix C

HOUSING AND COMMUNITY WORKS COMMITTEE MEMBER CODE OF ETHICS

2. I will be motivated by a desire to serve the Housing and Community Works System and the community in the best way possible.
3. I will make all efforts to attend all Committee Meetings.

4. I will recognize that the expenditure of Housing and Community Works funds is a public trust, and I will ensure that all such funds are expended efficiently, economically, and for the best interest of the community.
5. I will not use any part of the program for my personal advantage or for the best interest of my friends and relatives.
6. I will do everything possible to maintain the integrity, confidence and dignity of the position of Housing and Community Works Committee member.
7. I will listen to what other Committee Members or other individuals or groups may have to say before making final decisions.
8. I will:
 - a) Avoid resentment and bitterness;
 - b) Ensure proper conduct and behavior;
 - c) Encourage full and open discussions in all matters with members on the Committee;
 - d) Treat Committee Members with respect and consideration; and
 - e) Not withhold or conceal from them any information or matter in which they should be concerned.
8. I will make no belittling remarks, in or out of Committee meetings, about other members of the Committee or their opinions; however, I reserve the right to make honest and respectful criticism in the Committee meetings, so long as I explain myself and offer alternatives.
9. I will recognize that authority rests with the Committee, and not with the individual members of the Committee.
10. I will abide by majority decisions of the Committee once they are made, and I will accept and support them so long as I remain a member of the Committee.
11. I shall restrict discussing confidential business of the Committee to duly called Housing and Community Works Committee meetings.
12. I will make all attempts to keep informed on all local, provincial and national developments of significance.

Committee Member: _____

(Please Print Name)

Signature: _____

Date: _____

Appendix D

Application for Housing

KINISTIN SAULTEAUX NATION

HOUSING APPLICATION FORM

Date of Application: _____
Month Day Year

1) PERSONAL INFORMATION

Applicant Name: _____
Family Name First Name Initials

Birthdate: _____
Month Day Year

Treaty Number: _____

Spouse Name: _____
Family Name First Name Initials

2) MARITAL STATUS

Please circle one of the following:

Married Single Divorced

Common Law Widowed Other: _____

3) How long have you been a resident of KSN?

4) What kind of house are you applying for? Please circle one:

1. Any vacant house
2. New CMHC Section 95 Unit (Tenant responsible for payment of Rent – Social Housing is best suited to SA client or Pensioner)
3. New KSN House (Limited Availability)

If you are looking for a **subsidy to build your own home**, please fill out the Home Ownership Assistance Requests form (Appendix E)

If you are **requesting a renovation** to a house you currently live in, please contact: Housing Department.

5) Why are you applying for Housing? Please circle one:

1. I do not have a house AND am currently living with family or friends (OVERCROWDED).
2. I do not have a house AND am living OFF-RESERVE wanting to move home.
3. I do not have a house AND the place I am living in is TEMPORARY.
4. Present house is beyond repair.
5. Present house is TOO BIG or TOO SMALL for my family (underline which).

6) Do you presently have a KSN house in your name? Please circle one:

Yes

No

a. If "YES", how old is the house? Please circle one:

1 – 5 Years

9 – 11 Years

14 – 17 Years

I don't know

6 – 8 Years

12 – 14 Years

17+ Years

b. If "NO", where are you presently living?

7) Have you ever been allocated a KSN House? Please circle one:

YES

NO

Please place a ✓ beside those who will be also living with you if you were allocated a house.

CERTIFICATION

I, the undersigned agree that, if I am assigned a house, I will abide by all of the KSN's policies regarding housing:

Signature

Date

Appendix E

Home Ownership Assistance Request Form

KINISTIN SAULTEAUX NATION
HOME OWNERSHIP ASSISTANCE REQUEST FORM

This form is for KSN members wishing to apply for assistance from KSN to buy their own home.

1) Do you currently live in a KSN home? Please circle one:

YES

NO

a) If **“YES”**, how long have you been a Tenant? Please circle one:

1 – 5 Years

9 – 11 Years

14 – 17 Years

I don't know

6 – 8 Years

12 – 14 Years

17+ Years

b) If **“NO”**, what is your current living conditions?

2) Have you ever received any financial assistance in the form of a loan from KSN?

YES

NO

a) If **“YES”**, have you paid off this loan? Please circle one: YES NO

i. If you have not paid off the previous loan, please indicate why by circling one the following:

(1) I am in good standing and currently paying off the loan.

Payment in full will be completed by _____(Date)

(2) I have one more payment due and will complete my obligation on: _____(Date)

(3) I am unable to pay my loan payments

(4) I currently have a recovery plan with KSN as I have missed a payment.

(5) Other (Please Explain): _____

3) Have you ever owned a home before?

YES

NO

a) If **“YES”**, what happened to that home? Please circle one:

i. I sold it.

ii. It was foreclosed upon.

iii. Marital breakdown

iv. I still own it

v. Other: _____

4) Please indicate your intentions regarding your new home: Please circle one:

a) Stick built (Circle one: Building yourself, hiring a contractor, or hiring band labour)

b) RTM (Ready to Move home)

c) Buying a Trailer

d) Other:

5) What type of financing are you using (not including this request)? Please circle one:

a) Mortgage Broker

b) Bank or Credit Union

c) Personal Finances (lottery win, inheritance, etc...)

d) Other:

6) If using a lender, can you provide a letter of intent?

YES

NO

7) Please indicate the total cost of the new house: \$ _____

Disclosure: By submitting this form, you indicate an understanding of the process to securing a Land Lease and will do so prior to signing any contracts for this purchase. As a home owner on KSN you are required or have the option to sign a contract for Maintenance Services; you are required to sign a contract for Sanitation Services.

Signature

Date

Appendix F

Housing Occupancy Agreement

KINISTIN SAULTEAUX NATION

HOUSING OCCUPANCY AGREEMENT

KINISTIN SAULTEAUX NATION
HOUSING OCCUPANCY AGREEMENT

Appendix G

Move-In/ Move-Out Unit Condition Form

Appendix J

Eligibility Criteria:

Criteria for Selections and Allocation of Housing:

Family Size

	<u>Circle</u>
	<u>Appropriate #:</u>
Single	1
Married with no dependents	2
Single with Dependents	2-3-4-5
Married with dependents	3-4-5
7 or more in a family	5
5-6 in a family	4
3-4 in a family	3
2 in a family	2
1 in a family	1
Dependents 1-15 years old	5
Dependents 11-15 years old	3
Dependents 16 and over	1

Housing History

	<u>Circle</u>
	<u>Appropriate #:</u>
Living off-reserve	3-4-5
Living on-reserve (2 nd family)	5
Living on-reserve – old house	4
Living on-reserve – new house < 10	1
Cares for present home	2-3-4-5
A Housing Committee, Board or Authority owned house in past	0-1-2
Very unstable, always moving	0
Intends to live on-reserve full time	5
Intended to live on-reserve seasonal	3
Unsure of time-frame for living on-reserve	0
Never owned house more than 15 years old	5
Received house 10 years ago	3
Received house 5-9 years ago	2
Received house less than 5 years ago	0

Lifestyle

	<u>Circle</u>
	<u>Appropriate #:</u>
Responsibly, pays utilities and maintains home	5
Average responsibilities	3
Irresponsible	0
Willing to put some sweat equity/financial equity into home	5
No skills – unable to put equity into home	3

Unwilling to produce equity for home	0
Willing to undergo training to learn basic home maintenance	5
Unable to take training	3
Unwilling to take training	0
Total Calculated score:	

***Higher score determines place on priority list.**

Section 95 Housing Needs Assessment

10.0 Housing Needs Assessment – Priority for Section 95 Housing

10.1 All eligible applicants shall be subject to a housing needs assessment to determine priority for Section 95 housing within the group of applicants for the available unit(s). Priority is determined based on consideration of family size, current living conditions and other priorities as approved by Council.

10.2 The housing manager shall complete a housing needs assessment for all eligible applicants. Refer to Appendix D for a copy of the housing needs assessment.

10.3 References to be verified by the Housing Department

**Kinistin Sauleaux Nation – Housing Department
Section 95 Housing Needs Assessment**

Applicants Name Points

Co-Applicant’s Name

SECTION #1 – PERSONAL INFORMATION

On-Reserve Member over 1 year	Score 20 points
On-Reserve Member less than 1 year	Score 15 points
Off-Reserve Applicant	Score 10 points
Number of Dependents	Score 5 points per person (max. 20 points)

TOTAL POINTS FOR THIS SECTION (OUT OF 65)

SECTION #2 – CURRENT LIVING CONDITIONS

Living in Parent’s/Relative’s Home	Score 15 points
Living in a Section 95	Score 10 points
Length in Present Unit	Score 5 points per year (max 20 points)
Over-crowded condition (See note 1)	Score 5 points per person (max 20 points)

TOTAL FOR THIS SECTION (OUT OF 75)

SECTION #3 – GENERAL INFORMATION

Number of Times Applied	Score 5 points per year (max 20 points)
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TOTAL POINTS FOR THIS SECTION (OUT OF 20)

SECTION #4 – REFERENCES

Please Note: A reference letter from a parent/relative can be used as a reference.

1. Rental Reference	Score out of 5 points
2. Hydro/Utility Reference	Score out of 5 points

TOTAL POINTS FOR THIS SECTION (OUT OF 10)

SECTION #5 – KSN RENTAL HISTORY

Please Note: This section shall be used as a demerit system if the applicant has had any of the following in the past (ex. arrears caused by a shortfall). The applicant must have entered into and be honouring a repayment agreement.

- | | |
|-----------------------------|--|
| 1. Previous Housing Arrears | Deduct 10 points – Repayment acct in good standing |
| 2. Damages | Deduct 20 points – Repayment acct in good standing |

TOTAL POINTS FOR THIS SECTION (OUT OF 30)

TOTAL POINTS FOR THIS APPLICATION (OUT OF 200)

Notes for Needs Assessment

1) National Occupancy Standards

To determine the point allocation for overcrowding, the following guidelines shall be used:

- One bedroom for each cohabiting adult couple,
- One bedroom for each household member 16 years of age and over,
- One bedroom for 2 children of the same sex up to 16 years of age
- One bedroom for 2 children of opposite sex up to 7 years of age

2) Housing Arrears – Refers to housing related payments (rental arrears and/or outstanding accounts including money owing for repairs as a result of tenant damage/neglect on a KSN Section 95 unit), owed to Kinistin Saulteaux Nation and not received for which an applicant has entered into a repayment agreement with Kinistin and has paid as agreed for six consecutive months.

3) Damages – Refers to damages cause to a KSN Section 95 unit by the actions of willful damage or neglect of the applicants, the unit occupants, or their guests or their pets to which the tenant is responsible for repairing at their own costs. The applicant must have entered into a prepayment agreement with KSN to repay the cost of damages and has paid as agreed for six consecutive months.

Policy 5.1 Priority List for Housing Applications

Policy: Family demographics determine priority according to the following list:

- 1) Married or common law couples with children
- 2) Single parents with children
- 3) Elderly 60+ or special needs
- 4) Married or common law
- 5) Single Adults

Policy 5.2 Criteria for Selection of Applicants

Policy: When the number of applicants is greater than the number of houses available, the Housing Coordinator will select the applicants who will receive houses.

The following additional criteria will be as follows:

- 1) Date of Application
- 2) Number of times applicant applied

3) References

4) Meeting with housing department