



# Driftpile Cree Nation Housing Policy and Procedures

## A. INTRODUCTION

The Driftpile Cree Nation's Housing System exists to provide housing for Nation members and their families, utilizing the funds available to the best of its ability. The Nation has adopted these policies and procedures in an effort to allocate housing units fairly and objectively, and to maximize the life expectancy of those housing units.

The Nation's housing system includes the Chief and Council, a Housing Committee, the Housing Department and the Nation members who occupy the housing units. Each of these groups has an important role to play in making the housing system efficient and beneficial for as many Nation members as possible.

The Nation's housing system is based on the following principles:

- The land is communal property of the Nation and cannot be sold or otherwise leveraged;
- The houses are built by the Nation using Nation funds and remain the property of the Nation;
- The Nation, through Chief and Council, retain the rights to determine how homes are assigned to Nation members, and the terms of their tenancy;
- Nation members are granted the opportunity to occupy Nation-owned homes as Signing Occupants;
- The Nation is responsible for ensuring that its homes are safe to occupy, including setting expectations for the Signing Occupants' role in keeping the home safe and sound while it is occupied;
- Nation members cannot transfer their tenancy outside the parameters defined in this policy;
- Nation members are granted the opportunity to construct their own homes on Nation land;
- Nation members own the homes they construct/acquire, but not the land on which it sits; and
- Where prudent to do so, the Nation may choose to align its policies and procedures to the *Alberta Residential Tenancy Act* and related Alberta legislation while asserting its jurisdiction on its lands.



## B. DEFINITIONS

- **Abandoned Unit** - a housing unit that the Signing Occupant or owner has vacated, without notice to the Housing Department, for a period of greater than 45 consecutive days.
- **Building Inspector** - individual with a valid Alberta Home Inspection License.
- **Business Activities** - for-profit activities which are engaged in regularly and involve the creation or provision of goods and/or services.
- **Capital Project** - the construction of new housing units, demolition of condemned units, or a major scheduled maintenance project with total costs exceeding \$50,000.
- **Certified Engineer** - a company or contractor who is licensed in Alberta to provide engineering services.
- **Chief and Council** - the elected representatives of the Driftpile Cree Nation Chief and Council.
- **Childcare Obligations** - minors under the care of an adult.
- **Contractor** - a person or company that signs a contract with the Housing Department to provide materials or labour for a defined scope of work.
- **Councillor** - a duly elected Council member of Driftpile Cree Nation.
- **Debt** - monies borrowed from a financial institution with set terms and principle.
- **Divorce** - the legal dissolution of a marriage by a court.
- **Eligible Applicant** - an individual with an approved Residency Application who is an eligible member of Driftpile Cree Nation over the age of 18 years old or a non-member over the age of 20 who is caring for a minor who is an eligible member of Driftpile Cree Nation.
- **Eligible Member** - a band-member of Driftpile Cree Nation for at minimum three (3) years.
- **Eviction** - the expulsion of a Signing Occupant from a Nation-owned unit.
- **Fully Serviced** - a Nation-owned unit that has been connected with working utilities for which the Signing Occupant makes payments.
- **Housing Application** - the approved form that is submitted to the Housing Department.
- **Housing Committee** – the four (4) member body that oversees the interpretation of the Policy.
- **Housing Department** - is a sub-department of the amalgamated Housing and Public Works Departments.
- **Housing Manager** - the individual who is the manager of all operational aspects of the Housing Department, as hired by the Chief Administration Officer.
- **Housing Unit** - a residential structure located on Driftpile Cree Nation lands, along with the adjacent yard, fixtures and detached buildings which are for the exclusive use of the Signing Occupant.



- **Inspection Checklist** – a checklist used by the Housing Department to conduct regular inspections of housing units to check for damage beyond normal wear, and any issues with major appliances, furnace, water heater, exterior windows and doors, and exterior walls.
- **Insurance** - liability and building insurance.
- **Land Occupancy Agreement** – a document produced and administered by the Nation to provide approval for a Member to situate their housing unit on a specific on-reserve location.
- **Law Enforcement** - members of the Royal Canadian Mounted Police or Lakeshore Regional Police Service.
- **Legal Will** - a legal document that expresses a deceased individual's wishes as to how their property is to be distributed.
- **Lesser Slave Indian Regional Council (“LSIRC”)** - a tribal council which Driftpile Cree Nation is a member of and receives Child and Family Services from.
- **Long-Term Vacancy** - any absence by a Signing Occupant from their unit which extends greater than six (6) consecutive months.
- **Member-owned units** - a housing unit that is owned by a member(s) of Driftpile Cree Nation.
- **Nation-owned unit** - a housing unit that is has been constructed and financed by Driftpile Cree Nation.
- **Occupancy Agreement** - the signed contract between the Signing Occupant and Driftpile Cree Nation that outlines monthly rent.
- **Occupant** - any individual who is listed by the Signing Occupant, as residing in a Nation-owned housing unit.
- **Personal Information** - personally identifiable or sensitive information of a Signing Occupant or occupant.
- **Primary Residence** - the housing unit that a person resides in continuously with occasional and temporary absences. A primary residence is intended to be used for residential purposes, not commercial ones. Some home-based businesses may be acceptable within a person’s primary residence only.
- **Proposal** - a submission from a prospective contractor that follows the Invitation for Proposal Form.
- **Public Works Department** - is a sub-department of the amalgamated Housing and Public Works Departments.
- **Quorum** - four of the five members are required to be in attendance, either in-person or virtually.
- **Renovations** - any improvements to a housing unit (interior or exterior) including improvements to the lot (fences, upgraded utilities, driveways, etc.).
- **Rent** - monthly charge to Signing Occupant that is outlined in Occupancy Agreement.



- **Repair** – fixing or replacing a component of a housing unit that is not working properly.
- **Reporting Group** - the individual/organization which the Housing Department has reporting requirements.
- **Residency Application** - a form that is to be submitted to the Membership Department and required for tenancy or occupancy of a nation-owned unit.
- **Security Deposit** - payment required upon signing the Occupancy Agreement from all Signing Occupants equal to one month's rent.
- **Separation** - the decision by two individuals to live apart with the intention of ending a marriage or common-law relationship.
- **Short-Term Vacancy** - any absence by a Signing Occupant from their unit which is greater than thirty (30) consecutive days but less than ninety (90) consecutive days.
- **Temporary Guardian** - an adult that is approved by the CFS to assume tenancy in the unit and meets the Housing Department's minimum eligibility requirements.
- **Temporary Signing Occupant** - an individual designated by the Signing Occupant to the Housing Department who will reside in the unit while the Signing Occupant is absent.
- **Signing Occupant** - the individual who signs the Occupancy Agreement and who has the right to occupy a Nation-owned unit.
- **Signing Occupant Insurance** - property insurance that covers a policyholder's belongings and liabilities related to damage to the housing unit or injury to a person within the unit.
- **The Nation** - Driftpile Cree Nation
- **The Policy** - Driftpile Cree Nation Housing Policy and Procedures Manual.
- **Transfer** - the relocation of an occupant from one Nation-owned unit to another at the discretion of the Housing Manager.
- **Utility** - water, sewer, and electricity lines.
- **Vacant Unit** - a housing unit that is uninhabited.
- **Waiting List** - when an eligible applicant is not successful in their application, their application is placed on a waiting list for future consideration.
- **Work Order** - a form that outlines the scope of the maintenance task and other key related information.



## C. ROLES AND RESPONSIBILITIES

Within the Housing System, there are four main groups:

- a. Chief and Council are the ultimate authority for housing within the Nation. Chief and Council approve the housing policy and may delegate portions of this authority to a Housing Committee and Housing Manager. Chief and Council may hear appeals on decisions from the Housing Committee under specific conditions.
- b. The Housing Committee is a committee that works closely with the Housing Manager to implement and interpret the housing policy. The Housing Committee reviews recommendations from the Housing Manager and may make decisions on behalf of the Chief and Council through delegated authority.
- c. The Housing Manager is responsible for the day-to-day operations of the Housing Department, including budgeting, planning and implementation of the housing policy. On matters of new tenancy, new home construction, new member-owned homes, and evictions, the Housing Manager will make recommendations to the Housing Committee, who will make the final decision.
- d. The Signing Occupant is the individual who is awarded tenancy through a successful housing application and is the signatory on the Occupancy Agreement. The Signing Occupant is responsible for general maintenance, obtaining Signing Occupant insurance and paying utility fees. The Signing Occupant is also responsible for any occupants residing in its assigned unit.



## D. HOUSING COMMITTEE

The Housing Committee will be relied on to interpret the Policy and make decisions regarding the assignment of units, tenancy transfers and evictions.

### **Composition:**

- a. The composition of the Housing Committee, and their term will be set by Chief and Council.

### **Mandate:**

- a. The Housing Committee will have authorities as defined in the *Housing Committee Terms of Reference*, as established from time to time by Chief and Council.
- b. The core responsibilities of the Housing Committee are to:
  - i. Provide oversight on behalf of Chief and Council over the Housing Department and housing programs
  - ii. Gather information and recommendations from the Housing Department and external sources to guide the ongoing evolution of the Nation's housing programs;
  - iii. Review and provide feedback on the Housing Department's plans and budgets before they are submitted to Chief and Council for approval;
  - iv. Provide the ultimate approval on the assignment of housing units, transfers of tenancy and evictions, based on recommendations from the Housing Department and in compliance with the Policy.
- c. All decisions made by the Housing Committee require a majority vote of attending Committee Members where there is a quorum (three of five members).
- d. The Housing Committee members shall comply with the Code of Conduct approved by Chief and Council.
- e. The Housing Committee acts in cooperation with the Housing Department but remains independent from the Housing Department in carrying out its operational program management.

## **PROCEDURES**

### **Appointment:**

- a. Chief and Council will appoint or reappoint five (5) members to the Housing Committee by March 31 of each year, through a process they define from time-to-time.
- b. The appointments will be for a one-year term.
- c. The Housing Committee will nominate a Chairperson from amongst themselves at the beginning of each fiscal year by a majority vote.

### **Responsibilities:**



- a. The Housing Committee will meet monthly to receive reports from the Housing Manager and adjudicate any pending matters.
- b. The agenda and specific date for meetings will be set by the Chairperson.
- c. All Housing Committee meetings will have minutes recorded and filed accordingly.
- d. The Chairperson will deliver quarterly updates to Chief and Council along with the Housing Manager.
- e. The Housing Committee will hold annual community meetings along with the Housing Manager and be available to answer questions by members.



## E. ASSIGNING HOUSING UNITS

Due to insufficient funding from the federal government, there are a limited number of housing units available to Nation members, and typically the demand for housing units is higher than the availability. In order to manage this scarcity objectively, the Nation has adopted the following policy.

- a. Individuals who wish to reside in a Nation-owned housing unit must be an eligible applicant and must submit a completed Housing Application to the Housing Department
- b. The Housing Department will accept applications on an ongoing basis and maintain a Waiting List of qualified applicants
- c. The Nation will define eligibility criteria that will be used to determine the order in which Nation members are placed on the Waiting List.
- d. Using the approved eligibility criteria, the Housing Department will be responsible for reviewing each application it receives and adding the qualified applicants to the Waiting List.
- e. The Housing Department may request additional information for submitted Housing Applications and reserves the right to void an application or allocation if it is determined that there was misinformation or misrepresentation
- f. All submitted housing applications will be kept in a secure location by the Housing Department.

### **PROCEDURES**

- a. All completed Housing Applications will be submitted to the Housing Department who will ensure the completeness of the form. If there is missing information, the Housing Department will contact the applicant and request additional information.
- b. Once a complete Housing Application is received, it will be dated and stamped by the Housing Department.
- c. The Housing Manager will review all dated and stamped Housing Applications to determine if any additional information is required to validate the Housing Application.
- d. Housing Applications will be scored using the Eligibility Criteria and the Housing Application with the highest score will be assigned the unit.
- e. Once the successful applicant has been selected, the Housing Department will then contact the Applicant.
- f. All unsuccessful Housing Applications will be saved and filed on the Waiting List.
- g. If the successful applicant cannot be contacted within 14 days, the unit will be assigned to the applicant with the second-highest score as determined by the Eligibility Criteria.





## F. RENT

The rents collected by the Nation are to be used to pay mortgages, cover operating costs and obtain group insurance on all Nation units. Everyone who is allocated a Nation-owned housing unit is subject to rent, but Chief and Council will ensure that rent payments do not encumber members unnecessarily.

### **Rent:**

- a. Rent is determined by the Housing Manager through the *Rental Rate Schedule* which is reviewed and approved annually by Chief and Council.
- b. Rent is charged to the Signing Occupant that is identified in the *Occupancy Agreement*, subject to the subsidy section below.
- c. Signing Occupants who are employed by Driftpile Cree Nation may have their monthly rent deducted from the last paycheque of the month.
- d. Signing Occupants who are receiving Social Assistance may have their rent paid directly from their shelter allowance and transferred to the Housing Department.
- e. Signing Occupants who are otherwise employed, are to pay monthly rent either in-person or electronically via a funds transfer to the Housing Department.
- f. Rent is due on a specified day of each month.
- g. A security deposit equal to one month's rent will be collected by the Housing Department upon signing the Occupancy Agreement.

### **Arrears:**

- a. A five (5) business day grace period is provided for late rent before a Signing Occupant is flagged as "in arrears".
- b. At the discretion of the Housing Manager, payment arrangements made be made with the Signing Occupant.
- c. A Signing Occupant who has been in arrears more than one time per fiscal year may be eligible to be evicted.
- d. All matters of eviction will be referred to Chief and Council for adjudication.

### **Subsidy:**

- a. A Signing Occupant may apply to the Housing Department using the *Rent Subsidy Application* form for a rent subsidy for the following reasons:
  - i. Low-income Elder;
  - ii. Single-parent;
  - iii. Changed family composition;
  - iv. Changes to employment; or
  - v. Other extraneous circumstances that limit a Signing Occupant's ability to pay rent.



- b. Chief and Council will review all applications for a rent subsidy and may provide a rent subsidy of up to 100% of rent for a determined period of time.

## **PROCEDURES**

### **Rent:**

- a. On the first day of a new month, the Housing Department will reconcile all received rent payments for all Nation-owned units.
- b. The Housing Department will create a list of any Nation-owned unit which have not had rent received and contact the Signing Occupant.
- c. If after the five (5) day grace period, rent has still not been received, the Housing Department will flag the Signing Occupant as “in arrears” and forward a summary to Chief and Council at month-end.

### **Arrears:**

- a. The Housing Department should attempt to reach a resolution with the Signing Occupant during the five (5) day grace period if in arrears.
- b. Any payment arrangements that are made need to be formalized in a document that identifies the payback period and contains the signature of both the Housing Manager and Signing Occupant.
- c. If an arrears is brought forward to Chief and Council, they will need to review the summary provided and make a determination of the next steps.

### **Subsidy:**

- a. When a *Rent Subsidy Application* form is received, the Housing Department will ensure that all information has been completed before dating and stamping the form.
- b. *Rent Subsidy Application* forms will be collected and forwarded to Chief and Council for review at the end of each month.
- c. The Housing Department will communicate the decision of Chief and Council to each applicant in writing with seven (7) days of the decision.
- d. All Signing Occupants which are approved for rent subsidy will have their files appropriately denoted with subsidy proportion and duration.



## G. MAINTENANCE & RENOVATIONS

Maintenance of housing units is essential to meeting (and exceeding) the standard life expectancy of the structure and major components. If housing units cannot remain safe and sound for at least the standard life expectancy, the Nation cannot sustainably create more housing units to meet the demand of Nation members.

### **Housing Department Maintenance:**

- a. The Housing Department shall develop and maintain a rolling five-year maintenance plan that outlines the maintenance, repairs, and upgrades of housing and related infrastructure for Nation-owned units on a prioritized basis.
- b. The Housing Department shall complete the work on a prioritized basis from the maintenance plan based on the budget approved by Chief and Council, and funds received by ISC and other sources.
  - i. Emergency repairs will take priority over planned maintenance
- c. The Housing Department will clearly communicate Signing Occupant maintenance responsibilities versus Housing Department maintenance responsibilities to all Signing Occupants as outlined in the Occupancy Agreement.
- d. The Housing Department will conduct inspections of all Nation-owned units using the Inspection Checklist.
  - i. A full home inspection by a qualified home inspector should be done upon completion of a new home, and then every five years.
  - ii. Visual inspections using the Inspection Checklist should be done annually
  - iii. Visual inspections using the Inspection Checklist should also be done prior to the Signing Occupant moving out of a housing unit and prior to a new Signing Occupant moving in (if repairs were needed).
- e. The Housing Department will select and approve the qualified home inspector. If desired, Signing Occupants will be able to propose a qualified home inspector, but this will be subject to approval by the Housing Department.
- f. Whenever possible, the Housing Department will refer all maintenance to Driftpile Cree Nation staff.
  - i. If the complexity or other maintenance constraints require an external contractor, the Housing Department will follow the related policies as outlined in the 21.0 Contractors policy.
- g. The Housing Department reserves the right to remove any accessibility additions (e.g. ramps) from a Nation-owned unit and move them to another unit once the Signing Occupant requiring those accessibility additions has vacated that unit.



**Signing Occupant Maintenance:**

- a. Signing Occupants are responsible for basic maintenance in their unit as outlined in the *Occupancy Agreement*. Signing Occupants will review the basic maintenance requirements for their housing unit during the initial walk-thru with the Housing Department.
- b. All non-emergency maintenance that does not fall within the responsibility of the Signing Occupant will require a *Maintenance Request Form* to be completed and submitted to the Housing Department.
- c. Any renovations a Signing Occupant desires to make to their unit will require the completion of a *Maintenance Request Form* and must identify if the renovation(s) include any electrical, plumbing or structural alterations which will require a renovation plan and is subject to approval by the Housing Department.
  - i. If the renovations require a contractor, the Housing Department's approval of the contractor is required.
  - ii. All renovations must be in accordance with the *Alberta Safety Code*.
  - iii. The Maintenance Request Form must be submitted and approved prior to starting any renovations.
- d. Within budget constraints, the Housing Department will provide the labour for the renovation(s) if the Signing Occupant purchases the required materials that are approved as part of the *Maintenance Request* and will be responsible for any additional materials required over the course of the renovation.
  - i. To ensure equitable allocation of budget amongst all Signing Occupants, the Housing Department will only approve a maximum of one renovation per Signing Occupant per year up to a maximum of \$2,000 in labour.
  - ii. Funding for renovation labour above \$2,000 will be subject to budget constraints, and based on need. This approval must be made by the CAO and Housing Manager together.
- e. Any maintenance or renovations to which the Housing Department contributes either labour or materials in a Nation-owned unit will remain the property of the Housing Department. Signing Occupants cannot remove or disassemble these improvements when vacating the unit.
- f. The Housing Department will organize annual training sessions that are free for members to attend which will cover basic maintenance practices and tutorials.

**Member-Owned (On-Reserve):**

- a. The Housing Department is not funded for any maintenance on the exterior or interior of member-owned units on-reserve but can conduct emergency repairs on a cost-recovery basis.
  - i. Emergency repairs are limited to heating systems, plumbing and electrical systems, excluding any damage resulting from neglect or abuse, or pre-existing conditions.



- ii. The Housing Department will work with the member to arrange a payment plan for the emergency maintenance.
- b. If the member-owned unit is sold, the Housing Department will seek repayment in full for its costs incurred.

**Emergency Repairs:**

- a. The Signing Occupant is required to immediately report any emergency repairs to the Housing Department.
- b. The Housing Department will cover the cost of any emergency maintenance as outlined by the emergency maintenance list in the *Occupancy Agreement*.
  - o As part of the emergency repairs, the Housing Department will investigate to determine whether the damage was a result of Signing Occupant neglect/abuse.
- c. Emergency maintenance requests will not require the completion of a *Maintenance Request Form* by Signing Occupants and are to be phoned to the Housing Department directly.
- d. If multiple emergency maintenance requests are made (e.g. during winter storm) requests from Elders and members with disabilities will be prioritized.
- e. If temporary accommodations are required while emergency maintenance is being conducted, the Housing Department will provide the Signing Occupant and all listed Occupants with accommodations and meal stipends in accordance with the *Medical Transport Rate*.
- f. In limited instances, and within budget constraints, Chief and Council may approve the costs for medical-related improvements to a Nation-owned housing unit to facilitate end-of-life care for a Nation member. In these instances, any required maintenance will be treated as emergency maintenance by the Housing Department.

**PROCEDURES**

**Housing Department Maintenance:**

- a. The Housing Department will review the Signing Occupant maintenance responsibilities section of the *Occupancy Agreement* with each Signing Occupant and ensure that the Signing Occupant provides a signature on that page.
- b. The Housing Department will assign a staff member or building inspector to conduct unit inspections. The staff member must complete the *Inspection Checklist* with the Signing Occupant present and obtain the Signing Occupant's signature after the checklist has been complete. The checklist will be appropriately filed once complete.
- c. The Housing Department will create and maintain a list of inspection dates for all Nation-owned units. Nation-owned units will be inspected every fifth year.
- d. The Housing Department will create an inspection schedule that outlines the year each Nation-owned unit is due for inspection.



- e. The Housing Department will notify a Signing Occupant regarding the approval of any proposed home inspection in writing within seven (7) days.
- f. If a Signing Occupant moves into a unit that has accessibility additions from a former Signing Occupant, the Housing Department will include a summary of the additions and considerations regarding its future removal in the *Occupancy Agreement*.
- g. All maintenance delegated to the Public Works Department will have an accompanying work order completed and appropriately filed once complete.

**Signing Occupant Maintenance:**

- a. When a *Maintenance Request Form* is received, within five (5) business days the Housing Department will contact the Signing Occupant and organize an inspection to determine the scope of the maintenance request.
- b. Once a scope has been determined, within the approved budget, the Housing Manager will allocate staff accordingly to address the maintenance needs.
- c. All *Maintenance Request Forms* will have an accompanying work order developed by the staff member who completes the maintenance. Both forms will be appropriately filed once the maintenance is complete.
- d. When a *Maintenance Request Form* is received for a renovation request, within five (5) business days the Housing Department will contact the Signing Occupant and confirm all included documentation.
  - i. The Housing Department will draft a contract between the Housing Department and Signing Occupant that includes the renovation plan and confirmation of expenditures of both parties prior to commencing any renovations.
  - ii. The Housing Department will contract the necessary labour directly, and be responsible for the supervision of the contractors involved with the work. The contractor's invoices will be submitted to the Housing Department directly.
  - iii. The Housing Department will pay contractors directly, subject to the satisfaction of the Housing Manager or qualified.

**Member-Owned:**

- a. When a written exception is submitted to the Housing Department, within five (5) days the Housing Department will reply to the member in writing.
- b. When financial assistance is approved for a member-owned unit, the Housing Department will file this information for a period of three (3) years and confirm that ownership of the unit has not changed on an annual basis.

**Emergency Repairs:**

- a. The Housing Department will ensure that there is a 24/7 emergency maintenance contact number and all Signing Occupants are aware of it.



- b. Once the maintenance scope has been determined, the Housing Manager must contact the Signing Occupant to discuss any temporary accommodations and confirm the occupant's safety.
- c. The Housing Department will reimburse all accommodation and meal expenses incurred in accordance with the *Medical Transport Rate* once the Signing Occupant has submitted the appropriate receipts to the Housing Department.
- d. After the emergency maintenance has been addressed, the Housing Manager still must complete an accompanying work order afterward and appropriately filed once complete.
- e. If Chief and Council want to approve end-of-life-care supports for a Nation member, the Housing Department will provide Chief and Council with a summary of the available budget to accommodate these medical-related improvements.



## H. UTILITIES

As part of the housing system, the Nation is responsible for the initial installation of infrastructure needed to connect housing units with water, wastewater, natural gas/propane and electricity service.

- a. The Housing Department will ensure that all Nation-owned units are fully serviced and connected to water, sewer, natural gas/propane and electricity lines and that these connections are made in accordance with the relevant safety codes within the Province of Alberta.
- b. The Housing Department shall provide or procure any necessary repairs to utilities.
  - i. In such cases where the repairs are necessary but are a result of neglect, willful damage or public mischief, the Signing Occupant will be responsible for the repair/replacement costs.
- c. If a member-owned unit requires utility servicing, the Housing Department will determine the portion of costs it will cover based on the quality of the member-owned unit. Generally, the Housing Department will not cover the associated costs if these costs exceed the perceived value of the member-owned unit itself.
- d. The Housing Department will ensure that when the budget permits, that units requiring retrofitting from propane to natural gas will be prioritized by the oldest units or units with maintenance histories for their propane tanks.

### **Utility Payment:**

- a. All service charges for utilities are the responsibility of the Signing Occupant as outlined in the *Occupancy Agreement*.
- b. The Housing Department will assist all Signing Occupants with setting up accounts with utility providers.
- c. The Housing Department requires all Signing Occupants to list the Housing Department as a co-recipient for all communication with their utility providers to ensure that Signing Occupants are not in arrears.
- d. If a Signing Occupant fails to pay their utilities, and this results in damage to the unit (e.g. frozen pipes in the winter), this will be considered for eviction as outlined in the *I. Evictions* policy.
- e. The Housing Department may pay a Signing Occupant's utilities for them if this prevents damage to the unit. In this instance, the Signing Occupant will be responsible for repayment and any additional charges incurred by the Housing Department. Multiple instances of unpaid utilities where the Housing Department is required to intervene may be grounds for eviction.

## **PROCEDURES**

### **Utility Provisions:**





- a. When new units are planned, the Housing Department will make appropriate considerations as to new units' location relative to existing utility lines or include the extension of utility lines in planning budgets.
- b. The Housing Department will keep a record of all identifying utility numbers so that repairs can be dispatched accordingly.
- c. The Housing Department will keep active communication with all external utility providers and utility provider maintenance contacts.

**Utility Payment:**

- a. The Housing Department will develop a guide for Signing Occupants to follow that clearly outlines the steps to setting up an account with each utility provider.
- b. The Housing Department will ensure that all Signing Occupants include them as a co-recipient with their utility providers.
- c. If the Housing Department is required to pay a Signing Occupant's utilities, all payments and additional charges will be tracked. The Housing Department will attempt to collect this payment from the Signing Occupant.
- d. Signing Occupants will be required to repay the Housing Department within fourteen (14) days if the Housing Department was required to pay a Signing Occupant's utility payment. Failure of a Signing Occupant to make the repayment in this timeframe may lead to eviction.



## I. INSURANCE

Insurance is essential for providing the financial resources to repair major damage or replace the housing units. Without insurance, the costs associated with the repairs or replacements would represent a significant burden to the Nation and/or the Signing Occupant.

- a. Driftpile Cree Nation will maintain basic structure insurance for all Nation-owned units still under mortgage as required by the lender – this excludes coverage for a Signing Occupant’s contents or liabilities.
  - i. The Housing Department is to ensure that all mortgaged units are accounted for in the insurance policy.
  - ii. Driftpile Cree Nation will be designated as the beneficiary under any such insurance policy and will be the sole recipient identified for all insurance proceeds
- b. Signing Occupants may make arrangements through the Housing Department to add structural insurance for the unit they occupy.
- c. Signing Occupants must obtain Signing Occupant insurance that includes coverage of belongings, liability related to property damage or personal injury while on the property, and temporary accommodations if the housing unit becomes uninhabitable.
  - i. Signing Occupants must provide proof of Signing Occupant insurance on an annual basis to the Housing Department in accordance with the *Occupancy Agreement*.

### PROCEDURES

#### **Insurance:**

- a. The Housing Department will submit the inclusion of any new unit or removal of any decommissioned units from the insurance policy.
- b. Chief and Council will review any changes to the insurance provider or policy as recommended by the Housing Manager.
- c. The Housing Department will file all insurance records, insurance claims or other documentation in a secure location.
- d. The Housing Department will include a report on any insurance claims and current insurance policy costs as part of their annual report.
- e. The Housing Department will request proof of Signing Occupant insurance on an annual basis from all Signing Occupants.
- f. If a Signing Occupant’s insurance has expired, the Signing Occupant must obtain insurance with thirty (30) days or be considered an ineligible Signing Occupant.



## J. TRANSFERS

In specific circumstances, a Signing Occupant may request to be transferred from their current housing unit to another.

- a. Transfers fall outside of the Housing Application process and are directly requested to the Housing Manager with the completion of a *Housing Transfer Form*.
- b. A transfer request may only be requested by an eligible member for the following reasons:
  - i. When an occupant has become physically challenged and the current Nation-owned unit cannot be renovated with required accessibility requirements (ramps, wider doorways, zero-entry shower, etc.);
  - ii. The Signing Occupant's household has grown beyond the capacity of the existing housing unit; or
  - iii. The Nation-owned unit becoming structurally unsafe or unhealthy as determined by Housing Department.
- c. If a transfer request is made and the Housing Department suspects this may be the result of criminal or illegal activity by another occupant, the Housing Manager will refer this to law enforcement or LSIRC.
- d. If a transfer request is denied by the Housing Manager, and members would like to contest this decision, they will follow the Dispute Resolution policy.

### PROCEDURES

#### **Transfers:**

- a. When a *Housing Transfer Form* is received, the Housing Manager will review and contact the member within three (3) business days.
- b. Any formal documentation referenced in *Housing Transfer Form* is to be confirmed with the appropriate authority.
- c. The Housing Manager will determine which unit(s) is available to accommodate the transfer request and if there are no units available what temporary accommodations can be determined.

If the Housing Department suspects criminal or illegal activity, the Housing Manager contact law enforcement or LSIRC as soon as possible.



## K. VACANCIES

Signing Occupants may choose to vacate their housing unit at any time but must comply with this policy and their Occupancy Agreement in doing so.

### **Vacating Signing Occupants:**

- a. A Signing Occupant vacating their Nation-owned unit is required to inform the Housing Department in writing about their intention to vacate fourteen (14) days prior.
- b. Before a Nation-owned unit is vacated, the Housing Department will conduct a move-out inspection following the *Inspection Checklist* with the departing Signing Occupant.
- c. If any damage or repairs are determined that are a result of neglect, this will result in the withholding of any security deposit in the amount of the maintenance costs.

### **Absent Signing Occupants:**

- a. A Signing Occupant is required to notify the Housing Department of any short-term or long-term vacancies at least seven (7) days in advance.
- b. At the discretion of the Housing Committee, Signing Occupants are allowed to leave their unit for the following reasons for a period of no greater than two (2) consecutive years:
  - i. Completing an education program;
  - ii. Employment; and
  - iii. Medical treatment.
- c. If a Signing Occupant desires to extend their leave after the two (2) year period, they must apply to the Housing Committee for an extension. An extension will be required at every two (2) year interval.
- d. When a Signing Occupant is going to be absent from their unit, either short-term or long-term, a Signing Occupant must identify a temporary Signing Occupant to the Housing Department to reside in their unit for this duration.
  - i. A *Housing Sitting Agreement* must be submitted at least seven (7) days prior to the departure of the existing Signing Occupant;
  - ii. The temporary Signing Occupant must meet the minimum eligibility requirements as set by the Housing Department; and
  - iii. The approval of all *Housing Sitting Agreements* will be at the discretion of the Housing Department.
- e. Any temporary Signing Occupant will require to be a co-signatory of the *Occupancy Agreement* and will be held jointly responsible, along with the primary Signing Occupant, for the associated obligations of the unit.



- f. If a Signing Occupant is vacant from their unit for a period that exceeds the two (2) year maximum, the Housing Department will reassign their unit If an extension has not been granted; and if applicable, the temporary Signing Occupant must vacate the unit.
- g. A temporary Signing Occupant who is required to vacate a Nation-owned unit will not be eligible for immediate reallocation and must apply for a unit allocation following the outlined process in *D. Assigning Housing Units*

**Abandoned Units:**

- a. A unit will be considered abandoned by the Housing Department if the housing unit has been vacant, without notice to the Housing Department by Signing Occupant or owner, for a period of greater than forty-five (45) consecutive days *or* if the Housing Department receives notification from a utilities provider that an account is in arrears and the Signing Occupant cannot be contacted.
  - i. Other potential indicators of abandonment include the accumulation of mail, which is not being collected, the ongoing absence of a vehicle on the premises, the disconnection of utilities.
- b. If a Nation-owned unit is abandoned, and the Signing Occupant cannot be contacted, the Housing Department has the right to reassign this unit.
  - i. Any remaining contents of the unit over the determined value of \$2,000 will be stored by the Housing Department for thirty (30) days.
  - ii. If at the end of the thirty (30) day period, the Signing Occupant still cannot be contacted the Housing Department will sell these goods and use the funds towards storage costs and any maintenance that was required for the unit.
- c. If a non-Nation-owned unit is abandoned and the owner cannot be contacted or is unknown, after this period the Housing Department has the right to claim ownership of the unit for allocation.

**PROCEDURES**

**Vacating Units:**

- a. When a vacating notice has been provided to the Housing Department, the Housing Department will confirm this notice with the Signing Occupant.
- b. If insufficient notice has been provided, and if applicable, the Housing Department will notify the Signing Occupant that the security deposit is being withheld in the amount of the maintenance costs and reference the policy.
- c. When conducting the inspection, if the Nation-owned unit has had a completed inspection (move-in or via inspection schedule), the Housing Department inspector will reference this document when conducting the move-out inspection.



**Absent Signing Occupant:**

- a. If the Housing Department receives notice that a Nation-owned unit will be vacant for more than ninety (90) consecutive days, the Housing Manager will ensure that a Housing Department staff will regularly check on the unit to ensure it is secure.
- b. If a unit becomes vacant due to structural deficiencies and is condemned by a Building Inspector, the Housing Department will ensure that all points of entry are boarded shut and the unit is inaccessible to the public.
- c. If the Housing Department receives notice of a long-term vacancy, the Housing Department will flag this unit in its files and note if a temporary Signing Occupant has been identified.
- d. Signing Occupants must identify a temporary individual to the Housing Department a minimum of seven (7) days in advance.
- e. If a Signing Occupant has exceeded their two (2) year maximum, the Housing Department will provide the Signing Occupant with thirty (30) days notice that the unit is to be reassigned.
  - i. The Housing Department will provide the temporary Signing Occupant with the opportunity to meet with the Housing Committee to apply to become the full-time Signing Occupant before reassigning the unit to individuals on the Waiting List.

**Abandoned Units:**

- a. The Housing Department will designate a unit as abandoned once three (3) attempts to contact the listed Signing Occupant or owner have been exhausted and an in-person unit visit has been conducted to confirm abandonment.
- b. The Housing Department will store any remaining contents of the unit in a secure and appropriate location for the thirty (30) day period, and the Housing Department will be required to make three (3) attempts to notify the previous occupant that their items are or have been placed in storage and what steps they must take in order to retrieve their personal belongings.



## L. OWNERSHIP

All housing units built and/or financed by Driftpile Cree Nation are the property of the Driftpile Cree Nation.

### **Nation-Owned:**

- a. A Nation-owned unit must be the primary residence of the Signing Occupant and cannot be used for otherwise purposes such as business activities.
- b. If a Signing Occupant wishes to conduct business activities in their Nation-owned unit, they must receive approval from Chief and Council prior to commencing operations and submit this approval to the Housing Department.
- c. An occupant cannot be the occupant of two housing units, Nation-owned or member-owned, concurrently.
- d. Any physical renovations made to a Nation-owned unit by a Signing Occupant become part of the unit and are therefore property of Driftpile Cree Nation and are not be removed from the unit by the Signing Occupant.
- e. A Signing Occupant cannot sell or rent their allocated Nation-owned unit or any part thereof to another individual.
- f. A Signing Occupant cannot transfer their tenancy to another individual as part of a Legal Will or otherwise gift it.
- g. Tenancy cannot be transferred and once a Nation-owned unit is vacated by the Signing Occupant as identified in the *Occupancy Agreement*, the Housing Department will prepare this unit for reallocation.
- h. When a Signing Occupant passes away, the Housing Department will reassign the unit. Any non-nation member occupying the unit will be provided ninety (90) days notice to relocate after the Signing Occupant passes away.
  - o The enforcement of this policy will be at the discretion of the Housing Committee.

### **Member-Owned:**

- a. Member-owned units are constructed or purchased directly by Members and can include single detached homes, log cabins, and mobile trailers.
- b. Prior to the construction or purchase of a member-owned home, permission from Chief and Council must be obtained, and the location of the unit must be designated. This must be submitted to the Housing Department once received.
- c. Only members of Driftpile Cree Nation are allowed to construct or purchase a unit on the Nation.
- d. Any member-owned unit that is constructed must have a beneficiary designated as part of a will and must contain an approved Land Occupancy Agreement from Chief and Council.



- e. A member may will or otherwise gift their member-owned unit only to a member of Driftpile Cree Nation.

## **PROCEDURES**

### **Nation-Owned:**

- a. The Housing Department will keep an active list that identifies all Nation-owned units' location, Signing Occupant, the number of occupants, and type (e.g. one-bedroom, two-bedroom, etc.)
- b. If approval for business activities is received from a Signing Occupant, the Housing Department must retain a copy of this document and include this on the Signing Occupant and housing unit's file.
- c. During the scheduled inspection, the Housing Department will ensure that the tenancy has not been transferred or rented.

### **Member-Owned:**

- a. The Housing Department will keep an active list that identifies each member-owned unit's location, owner and type (e.g. one-bedroom, two-bedroom, etc.)
- b. Once permission from Chief and Council has been received, the Housing Department will identify any utility servicing charges that will be incurred if required.
- c. The Housing Department will ensure that the member-owned unit has a beneficiary designated as part of a will who is a member and contains an approved Land Occupancy Agreement from Chief and Council.





## M. SEPARATION AND FAMILY CONFLICT

### Divorce and Separation:

- a. If a divorce or separation occurs between occupants in a Nation-owned unit, the Housing Department must be notified as soon as possible.
- b. The tenancy for the housing unit shall remain with a Nation member.
  - o If both occupants are Nation members, the tenancy will be granted to:
    - i. A Nation member based on the terms of any settlement agreement or court ruling for the couple; *or if there is no such agreement or ruling*
    - ii. The Nation member who has legal/primary custody of the couple's minor children; *or if there are no minor children in the home*
    - iii. The Housing Committee will determine who to grant the tenancy to based on proposals from each occupant and their relative need for housing.
- c. If a divorce or separation occurs between a member and non-member of Driftpile Cree Nation, and the member moves elsewhere, the unit will be required to be vacated by the non-member of Driftpile Cree Nation unless there are childcare obligations for minors who are members of Driftpile Cree Nation and those minors are regularly resident in the unit.

### Family Conflict:

- a. If the Housing Department is notified that a parent(s), who is the Signing Occupant, is being removed from a Housing Unit by the authority of the LSIRC/Law Enforcement, the Housing Department will void that individual's *Occupancy Agreement*.
- b. Once the family has vacated the unit, the Housing Department will inspect the unit and identify required maintenance. If budget constraints allow, the maintenance will be completed in a manner consistent with emergency maintenance if it is determined the children will be returning to the unit.
- c. The Housing Department will work in coordination with the LSIRC to ensure that a temporary guardian who meets the minimum eligibility requirements is able to reside in the unit with the children for an expected period.
- d. If the children are not to be returned to the unit, the housing unit may be reassigned following the reassignment process if there are no individuals remaining in the unit that could become the Signing Occupant and meet the minimum eligibility requirements.

## PROCEDURES

### Divorce and Separation:

- a. The Housing Department will provide both individuals with written communication stating the outcome of the policy.
- b. If required, the Housing Department will forward the separation to the Housing Committee for adjudication.



**Family Conflict:**

- a. When the Housing Department is notified by the LSIRC that a parent(s) is being removed from a unit, the Housing Department will verify if the individual(s) is a Signing Occupant. If the individual(s) is a Signing Occupant, the Housing Department will locate and void the *Occupancy Agreement*. If the individual is an occupant, the Housing Department will contact the Signing Occupant to further determine any additional actions.
- b. The Housing Department will follow emergency maintenance policies to complete the unit inspection and any required maintenance to ensure the unit is safe and sound for children to occupy it with a parent/legal guardian.
- c. When the inspection and any required maintenance are complete, the Housing Department will notify the LSIRC that the unit is ready to be occupied again.
- d. If a temporary guardian is identified by the LSIRC, the Housing Department will ensure this individual meets the minimum eligibility requirements and if so require them to sign an *Occupancy Agreement* before assigning the unit.



## N. EVICTIONS

- a. The following causes may be deemed to be cause for eviction from a Nation-owned unit:
  - i. Damage beyond normal wear and tear to the unit as a result of the occupant's actions including serious neglect of maintenance responsibilities;
  - ii. Refusal by the Signing Occupant to pay rent or other housing fees; and
  - iii. Confirmed criminal activity within the Nation-owned unit.
  - iv. BCR removing the Signing Occupant from the Nation's lands and/or revoking of membership.
- b. Damage beyond normal wear and tear includes, but is not limited to:
  - i. Holes or tears in flooring;
  - ii. Burns or permanent stains on flooring;
  - iii. Stains or large scratches on walls or flooring caused by pets;
  - iv. Holes in walls, not from doorknobs;
  - v. Damaged or missing windows, window coverings or screens;
  - vi. Water damage from overflowed sink or bathtub;
  - vii. Scratches or burns on countertops;
  - viii. Damage to furnaces caused by a lack of filter changes or foreign objects inserted into them
  - ix. Any non-authorized modifications to a band-owned unit that could jeopardize the physical integrity or safety of the housing unit.
- c. The Housing Department reserves the right to serve an *Eviction Notice Letter* (prior to serving an *Official Warning Letter*) for the first breach of any of the causes outlined.
- d. The Housing Department will ensure that all Signing Occupants are aware of policies related to eviction and will include these policies within the *Occupancy Agreement*.

## PROCEDURES

- a. The Housing Department will present any eviction cases to the Housing Committee who will determine whether to serve an *Official Warning Letter* or serve an *Eviction Notice Letter*.
- b. The *Eviction Notice Letter* shall provide, at minimum, forty-eight (48) hours notice to vacate the Nation-owned unit, unless otherwise determined by the Housing Committee due to the requirement to protect the house from serious damage or destruction.
- c. If the unit is not vacated within the time identified within the *Eviction Notice Letter*, the Housing Department will request law enforcement's assistance to ensure the unit is vacated.



## O. NEW CONSTRUCTION

### Planning:

- a. The construction of new homes in Driftpile Cree Nation is the responsibility of the Housing Department.
- b. The Housing Department will work with Chief and Council, Public Works and Lands Department to identify locations for future new units and designate land accordingly.

### Standards:

- a. Driftpile Cree Nation has the right to develop and apply its own standards for design, construction, maintenance, health and safety with regard to Nation-owned units.
- b. The following shall serve as a "minimum standards guide" unless formally amended or superseded by Driftpile Cree Nation:
  - o *Alberta Safety Code*;
  - o Alberta Safety Codes related to new home construction; and
  - o Full servicing of water, sewer, electrical utilities.
- c. All house designs and specifications shall be produced by qualified professionals and reviewed by qualified engineers relative to the provincial safety codes.
- d. When a new unit has been approved for construction, the Housing Department will hire a Building Inspector to ensure that all code compliance inspection is completed at each stage and ensure all housing plans submitted are reviewed and approved based on the applicable codes.

## PROCEDURES

### Planning:

- a. When funds become available, Chief and Council will determine the amount to be allocated to new unit construction.
- b. The Housing Department will make a formal request to Chief and Council to approve any debt for new unit construction.

### Standards:

- a. The Housing Department will work with an approved contractor to develop designs and specifications for any new construction. These will be presented to Chief and Council for review.
- b. The Housing Department will hire a Building Inspector to ensure code compliance throughout the construction.



## P. CONTRACTORS

### **Contractor Selection:**

- a. The Housing Department will endeavour to hire qualified Nation-members as contractors whenever possible within the limitations of program budgets and required project timelines/expertise.
- b. When it is determined that a contractor is required, the Housing Department will develop an *Invitation for Proposals Form* that outlines the project scope, project timelines and any budgetary constraints.
- c. A minimum of three (3) proposals should be received before all proposals are reviewed by the Housing Manager.
- d. The Housing Manager will evaluate all submissions using the *Weighted Proposal Evaluation Criteria*.
- e. The *Weighted Proposal Evaluation Criteria* will be reviewed and updated periodically by the Housing Committee to ensure it is reflective of the Nation's priorities for hiring external capacity

### **Contractor Management:**

- a. The Housing Department shall prepare the contract document within a reasonable time after the award of contract/acceptance of proposals. The contract must conform to the documents on which the contractor's offer is based, including the proposals and any negotiated amendments agreed to before contract award.
- b. The Housing Department shall manage and supervise any contractors or sub-contractor arrangements entered into by the Housing Department.
- c. The Housing Committee will be the signatory on all contracts signed by the Housing Department.

## **PROCEDURES**

### **Contractor Selection:**

- a. The Housing Department will develop the *Invitation for Proposals Form* and advertise the contract for at least fifteen (15) days.
- b. The Housing Department will review all submitted proposals and confirm the completion of all information. If there is missing information, the Housing Department will contact the applicant and request additional information.
- c. Once the advertising period has concluded, the Housing Manager will review using the *Weighted Proposals Evaluation Criteria*.
- d. For contracts in excess of Sixty Thousand dollars (\$60,000.00) Once the successful proposal has been selected, the Housing Manager will request a legal review of the contractor to ensure there are no restrictions or outstanding legal claims against the contractor before contacting the successful contractor.



**Contractor Management:**

- a. The Housing Manager shall prepare the contract document, but Housing Committee will be the signatory on the contract.
- b. Once the signed contract has been received, a copy will be provided to the contractor and a copy will be securely filed. The Housing Department will be responsible for reviewing all invoices as outlined in the contract



## Q. BUDGETING

### **Annual Budget:**

- a. The Housing Manager is responsible for the creation of an annual budget that is reflective of the past year's expenditures and follows the priorities of the five-year maintenance plan.
- b. If a surplus is budgeted, a surplus spending plan should be developed which identifies where surplus funds will be allocated at year-end.
- c. If a deficit is budgeted, coordination with the Nation will need to occur prior to so that fund transfers and/or credit can be obtained.

### **Capital Project Budget:**

- a. For any proposed capital project, the Housing Department must create a capital project budget that identifies the source of revenues (e.g. Canada, debt, own-source revenues), estimated expenditures, estimated timeline for completion, identification of any external contractors required, and the identification of any project risks.

## **PROCEDURES**

### **Annual Budget:**

- a. The Housing Department will request a detailed summary of the past year's expenditures to review prior to year-end. Any adjustments should be made to ensure expenses are coded to the appropriate budget line.
- b. The Housing Manager will then develop a budget for the upcoming year with budgets by program area, with a specific budget set aside for emergency maintenance.
- c. The Housing Manager will submit the budget to Chief and Council for approval.
- d. The Housing Manager is required to seek additional funding opportunities and be actively searching for and applying for additional monies.

### **Capital Project Budget:**

- a. The Housing Department will create a capital project budget at least ninety (90) days prior to the planned start date of the project.
- b. The Housing Manager will submit all capital project budgets to Chief and Council for approval.



## R. REPORTING

- a. The Housing Department has internal reporting requirements to the following reporting groups:
  - i. Housing Committee;
  - ii. Chief and Council;
  - iii. Members who reside in Nation-owned unit; and
  - iv. Nation membership.
- b. The Housing Department has external reporting requirements to government funders and any contractors that are procured.
- c. The Housing Manager is to manage the Housing Department in a way that facilitates accurate and timely reporting.
- d. The Housing Manager should communicate on a regular basis with each reporting group outside of the formal reporting requirements to ensure that current reporting is meeting needs.

### PROCEDURES

- a. The Housing Manager will provide reports in advance of any scheduled reporting presentation, once the date has been set.
- b. The Housing Manager must make themselves aware of all reporting requirements for each reporting group.
- c. The Housing Department must report to Chief and Council along with the Housing Committee Chair each month. Reports will include, at minimum:
  - i. Monthly variance report;
  - ii. Current maintenance ongoing/complete;
  - iii. Ongoing/upcoming new unit construction;
  - iv. Number of Signing Occupants in arrears;
  - v. Proposed evictions;
  - vi. Current Waiting List; and
  - vii. Proposed housing allocations.
- d. Upon approval of the annual budget by the Chief and Council, and before April 30<sup>th</sup> of each year, the Housing Department will report to the community on an annual basis. Reports will include, at minimum:
  - i. Ongoing/upcoming new unit construction;
  - ii. Review of maintenance plans; and
  - iii. Financial state of Housing Department.





## S. SIGNING OCCUPANT INFORMATION & RECORD KEEPING

- a. The personal information of all Signing Occupants and occupants will be protected and only released upon the consent of the Signing Occupant or occupant.
- b. Requests for information by Signing Occupants and occupants and other interested parties will be governed by the *Freedom of Information and Protection of Privacy Act* and *Regulations and the Protection of Information Privacy Act*.
- c. Signing Occupants and occupants can review information about themselves upon request
- d. All information held by the Housing Department will be stored in a secure area both physically and electronically that is accessible only to the Housing Department or any authorized personnel.

### PROCEDURES

#### **Signing Occupant Information and Record Keeping**

- a. If a request for a Signing Occupant or occupant's personal information is made to the Housing Department, the Housing Department will not disclose this information to any third party.
- b. If a Signing Occupant or occupant request a review of information held by the Housing Department, the Housing Department will compile the files and documentation within seven (7) days before inviting the individual to come review information in person.
- c. All records on housing applications, communications, Occupancy Agreements or documentation containing personal information of Signing Occupants will be digitally captured to be retained for the life of the associated housing unit(s) and any paper documents destroyed after five (5) years unless otherwise required.



## T. DISPUTE RESOLUTION

- a. Prior to entering into the formal dispute resolution process, any concerns on the part of an occupant should first be attempted to be communicated to the Housing Manager.
- b. Any disputes between occupants and the Housing Department must be based upon a broken policy or procedure and will be adjudicated based upon the determination of such.
- c. If after discussing the concern, the occupant is not satisfied, they are encouraged to complete a formal *Compliant Form* and submit it to the Housing Department.
- d. All *Compliant Forms* will be reviewed by Housing Committee.
- e. If after discussing the concern with the Housing Committee the occupant is not satisfied with the outcome, they may appeal the decision to the Chief and Council. The decision made by Chief and Council shall be final and binding.

### PROCEDURES

- a. The Housing Manager will make themselves available to discuss any concerns and attempt to bring them to resolution.
- b. If the issue is not resolved, then the Signing Occupant completes the *Complaint Form* and submits it to the Housing Department.
- c. The Housing Manager will forward all received *Complaint Forms* to the Housing Committee for review at the monthly meeting.
- d. Within thirty (30) days, at the next following Housing Department meeting, the Housing Committee will review the *Complaint Form* and if required, invite the occupant to discuss their complaint in person before the Housing Committee.
- e. The decision made by the Housing Committee will be communicated in writing and provided to the occupant within five (5) business days after the *Complaint Form* has been reviewed
- f. If after receiving the decision the occupant is not satisfied with the outcome, they may appeal the decision to the Chief and Council. The decision made by Chief and Council shall be final and binding.



## **U. AMENDMENTS**

- a. The Housing Committee shall work with the Housing Department to review this Housing Policy to identify any potential amendments.
- b. The Housing Department will recommend amendments to Chief and Council on an annual basis when submitting its annual plan and budget, or throughout the fiscal year as needed.

### **PROCEDURES**

- a. On an annual basis, the Housing Manager and Housing Committee members will meet to discuss any potential amendments to the Housing Policy. Alternatively, the Housing Committee and Housing Manager may discuss necessary amendments throughout the year in response to situations that emerge.
- b. The Housing Department will draft the amendments and present these to Chief and Council as recommendations.
- c. Chief and Council will deliberate and ultimately approve any amendments to the Policy.
- d. This should be done annually at the same time that the annual plan and budget is presented, or as needed throughout the year.