



APARTMENT POLICY

I. Purpose

Nipissing First Nation strives to provide a safe, healthy and clean living environment for its members, tenants, community and protection of NFN assets.

II. Definitions

“Spouse / partner” is a person living in a spousal type relationship for 12 months or more at the date of the application.

“Landlord” is the Nipissing First Nation.

“NFN” means Nipissing First Nation.

“Security Deposit” is money paid to NFN prior to tenant move in which is used as an expense to repair damages if need be when the apartment is vacated.

“Tenant” is the individual whose name appears on the application.

III. Eligibility Criteria

- i. Applicants must be NFN registered members 18 years of age and over.
- ii. Units will be awarded according to the occupancy standards listed under Section VIII.
- iii. Any outstanding rental arrears or debt owing to NFN must be paid in full in order to qualify for another apartment rental.

IV. Residency

Nipissing First Nation recognizes that its members experience inequities in obtaining residential accommodations off reserve and believes in substantive equality for its members by giving priority to its members for apartment units.

- i. Must have a minimum of one (1) registered Nipissing First Nation member residing in the unit at all times.
- ii. If an NFN member and a non-NFN member sign the lease and if the NFN member moves out of the unit or no longer resides in the unit, NFN will provide a sixty (60) days notice to the non NFN member to vacate the unit.

V. Application Process

- i. As apartment units become available, the Housing Department will ensure that the unit is posted on the NFN website, newsletter or by mail providing a closing date no less than two (2) weeks from the time of posting to receive applications.
- ii. In special circumstances, the Housing Apartment Coordinator may make recommendations to move tenants to a unit that becomes vacant where it better suits the need of the tenant and/or where occupancy standards are not being met. In these circumstances, the tenant's current apartment will become available for rent.
- iii. Application must be completed in full. Incomplete applications will not be considered.
- iv. Applicant will be required to sign a "Release of Information" form that gives authority to the Housing Department to gather information from other NFN services if needed for the sole purpose of the application review.
- v. Applications must be submitted by mail or email by fax or in person to:

Housing Department
Nipissing First Nation
36 Semo Road
Garden Village, ON P2B 3K2

Fax: (705) 753-0207
Email: housingdepartment@nfn.ca
- vi. The Housing Department will make every effort to notify members as units become available, however it is the responsibility of the applicant to ensure that the Housing Department has your most current contact and mailing information on file.
- vii. A record of apartment rental applications and member request for apartments shall be maintained by the First Nation and reviewed periodically to determine need for member preference in residential accommodation."

VI. Approval Process

- i. Within one week of the closing date the Housing Apartment Coordinator and Housing Manager will score applications using the Apartment Selection Criteria (Appendix "A")
- ii. Where scores are the same, a small committee that consists of the Housing Manager, Apartment Coordinator and the Director of Administration will review to meet and review the same scoring applications to award the unit based on the applicants needs. In some circumstances, it may be required to have a representative from the Social Services Department and Health Services Department participate in the selection process where more information is needed.
- iii. Apartment unit will be awarded to NFN members who meet the following criteria. In relation to Sundown Ridge Market Rent Apartment units
 - Positive reference from previous landlords.
 - Good financial history.
 - Occupancy standards.
 - Criminal Reference Check may be requested
 - Affordability.
- iv. Priority may be given to existing tenants in cases where the current apartment no longer meets the needs of the applicant (ie: growing family – larger unit needed, applicants need to be closer to NFN services or family) providing that:
- v. The applicant meets the occupancy standards (Section VIII.) for the proposed unit.
- vi. The tenant/applicant is current with their rental payment.
- vii. The tenant/applicant has maintained the current unit in satisfactory condition based on inspections.

Once the applicant has been approved, they must meet with the Apartment Coordinator to review and sign the lease agreement within 30-days of being notified.

VII. Occupancy Standards

- i. There will be no more than two (2) or less than one person (1) per bedroom.
- ii. Applicants with children will not be permitted to apply for one-bedroom units.

- iii. Dependents five (5) years of age and over are not permitted to share a bedroom with the opposite sex.
- iv. A single person with no dependents will only be considered for two bedroom units if no families apply or qualify for the unit. In these cases, if a one bedroom unit becomes available and the two bedroom unit is needed, the Housing Apartment Coordinate may make a recommendation to move the single tenant to the one bedroom unit.

VIII. Rent

- i. Rental rates are approved by the Nipissing First Nation Council and will be applied to all units owned and operated by Nipissing First Nation with the exception of units where the following may apply:
 - Shelter maximums established by Ontario Works or Ontario Disability Support Program (ODSP).
 - Gross Debt Service maximum (30% of total income).
 - Sundown Ridge Market Rent Apartment Units which shall be set by Nipissing First Nation Council.
- ii. Prior to the tenant move in date for the unit, first month rent plus a security deposit equal to one month's rent will be required to be paid in full. *(note: security deposit is not to be construed as last month's rent).*
- iii. Rent is due on the 1st day of each month.
- iv. Utilities such as hydro, propane and natural gas are not included in the rent and is the responsibility of the tenants to maintain utilities in the unit at all times.

IX. Regulations

- i. Tenants are not permitted to sub-let units.
- ii. Tenants may not have other people reside in the unit without advising the NFN Housing Department. If approval is received to have other borders in the unit, this may result in an increase of the monthly rent.

X. Inspection of Units

To ensure that the NFN as the landlord and the tenants needs are being addressed, the Apartment Units Coordinator will coordinate yearly inspections with the tenants of each NFN apartment unit to address environmental, safety and maintenance of the interior and exterior of the units is being maintained as well as to address any financial or other concerns.

XI. Accessing Units

With Notice

The landlord may enter a rental unit in accordance with written notice given to the tenants at least 24 hours before the time of entry under the following circumstances:

- a. To carry out a repair or replacement or do work in the rental unit.
- b. To allow a potential tenant of the residence to view the rental unit.
- c. To carry out an inspection of the rental unit, if the inspection is for the purpose of determining whether or not the rental unit is in good state of repair and fit for habitation and complies with health, safety, housing and maintenance standards.
- d. Upon consent of the parties.

Without Notice

The landlord may enter a rental unit at any time without written notice,

- a. In cases of emergency; or
- b. If the tenant consents to the entry at the time of entry.

The Housing Department may access the unit at anytime by providing 24 hours notice to the tenant. In emergency situations, the Housing Department will make every effort to make contact with a family member, if no contact can be made and depending on circumstances, the Housing Department may access the unit immediately without notice in emergency situations only.

XII. Eviction

Tenant may be given notice of termination of their rental agreement for:

- a. The non-payment of rent;
- b. The tenant for person who the tenant allows into the apartment unit causes damage to apartment unit;

- c. the tenant or another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the apartment unit;
- d. conduct of the tenant, another occupant of the rental unit or a person permitted in the apartment unit by the tenant is such that it substantially interferes with the reasonable enjoyment of the apartment unit or complex for all usual purposes by another tenant;
- e. an act or omission of the tenant, another occupant of the rental unit or a person permitted in the apartment complex by the tenant seriously impairs or has seriously impaired the safety of any person
- f. if the number of persons occupying the rental unit on a continuing basis results in a contravention of health, safety or housing standards required by law;
- g. if the tenant otherwise violates the rental agreement or policies which form part of the agreement.

A notice of termination shall,

- (a) provide a termination date of not earlier than the 30th day after the notice is given;
- (b) set out the grounds for termination; and
- (c) require the tenant, within seven days, to pay outstanding rent, stop the conduct or activity or correct the omission set out in the notice;
- (d) state that the notice of termination is void if the tenant, within seven days after receiving the notice, pays outstanding rent, stops the conduct or activity or corrects the omission;
- (e) if the tenant does not correct the violation of the rental agreement as required under the notice, the tenants shall vacate the apartment on the termination date.

Approved this 20th day of March, 2018.

Amended and approved this 7th day of June, 2022.