

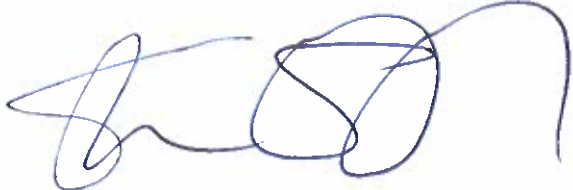


**CHAMPAGNE AND AISHIHIK FIRST NATIONS**

**Dän Kų Yenda K'ąkwątsenąta**  
***Where They Look After Houses***  
**Property Services**

**Rental Housing Program Policy**

Approved by First Nations Council: July 5, 2018  
Effective Date: July 5, 2018



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*Dän nątthe ada Kaaxnox*  
Chief Steve Smith

**Certified True Copy**



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Registrar of Laws  
Champagne and Aishihik First Nations



## Table of Contents

<b>1.0</b>	<b>Introduction.....</b>	<b>1</b>
1.1	Vision of Champagne and Aishihik First Nations.....	1
1.2	Introduction.....	1
1.3	Definitions.....	2
<b>2.0</b>	<b>General Provisions.....</b>	<b>3</b>
2.1	Scope.....	3
2.2	Policy Review and Amendments.....	3
2.3	Eligibility Criteria.....	3
2.4	Occupancy Standards.....	4
2.5	Selection / Priority for Rental Housing .....	4
<b>3.0</b>	<b>Rental Relationship.....</b>	<b>4</b>
3.1	Rental Agreement.....	4
3.2	Security Deposit.....	4
3.3	Authorized Occupants.....	4
<b>4.0</b>	<b>Rental Rates.....</b>	<b>5</b>
4.1	CAFN Citizens.....	5
4.2	Non-CAFN Citizens.....	5
4.3	Rental Increases.....	5
4.4	Rental Arrears, Collections and Evictions .....	5
<b>5.0</b>	<b>CAFN as Landlord.....</b>	<b>6</b>





## 1.0 Introduction

### 1.1 Vision of Champagne and Aishihik First Nations

*Champagne and Aishihik First Nations*

*Vision Statement*

*Dákwän Shadhäla yè Äshèyi Kwädän dá government yè,  
dän shäw ghüle du n-däsäduye shí.*

*Dän dèts'än shäw näkutth'et du n-läts'än näkune ni.*

*Kwädqy dän k'è, dákeyi shü dákeyi ye dákwänje shü ghàts'ukhí nū.*



*We, the Champagne and Aishihik First Nations people and government  
Shall promote a healthy, unified and self-reliant people,  
While conserving and enhancing our environment and culture.*

### 1.2 Introduction

*The Vision of Champagne and Aishihik First Nations promotes self-reliant people. Home and Dághālan (Family) are where self-reliance starts. When Champagne Aishihik Citizens first made camp, the first step was shelter; today CAFN strives to provide an opportunity for Citizens to have a place to call home.*

*This policy applies to all CAFN Citizens and tenants who reside within an area where CAFN provides rental housing.*





## 1.3 Definitions

*Applicant* – a person who submits an application to CAFN for rental housing.

*Breach or Substantial Breach* of the residential rental agreement means a tenant has committed a breach of a responsibility set out in the residential rental agreement (according to the Yukon Residential Landlord and Tenant Act) or the tenant has committed a series of breaches which taken together are a substantial breach.

*CAFN Employee* – full-time permanent Champagne and Aishihik Employee that has the opportunity to participate in the Rental Housing Program.

*Calendar day* – any day of the week, month or year including weekend days (i.e. Saturday or Sunday).

*Citizen* – a Citizen of the Champagne and Aishihik First Nations as determined by the *Constitution of the Champagne and Aishihik First Nations*.

*CMHC* – Canada Mortgage and Housing Corporation.

*Community or the community* – Champagne and Aishihik First Nations.

*Council* – the Champagne and Aishihik First Nations Chief and Council.

*Director, Property Services* – the individual CAFN Employee responsible for the delivery and administration of Champagne and Aishihik First Nations housing programs and services.

*Due diligence* – to take reasonable care to confirm all of the facts and investigate all relevant aspects of an action before moving forward (i.e. foreclosure, termination of occupancy).

*Health and safety standards* – the minimum requirements for housing that are related to public health as defined in the Yukon Government Public Health and Safety Act and Yukon Government Department of Community Services regarding Building and Safety Standards.

*INAC* – Indigenous and Northern Affairs Canada

*ISC* – Indigenous Services Canada

*Property* – is composed of any designated portion of land and anything permanently placed on or under it. The elements on or under the land include the natural resources and/or human-made structures.

*Property Services* – the department responsible for the administration, management and enforcement of the housing policy and the day to day delivery and administration activities related to the CAFN housing portfolio.

*Rental agreement* – a written agreement between CAFN and a tenant which describes the rights and obligations of each party, and includes renewal of such an agreement.

*Rental housing unit* – a house, apartment or other form of residential rental accommodation located on CAFN Settlement Land and/or owned by CAFN which is suitable for permanent residential occupation.

*Section 95 rental housing unit or Section 95 unit* – the CAFN rental housing unit constructed by CAFN through Canada Mortgage and Housing Corporations' Section 95 housing program.

*Tenant* – a person who occupies a rental unit owned by CAFN and who does not hold any ownership interest in such unit.

*Working day* – every official working day of the week which include the days between and including Monday to Friday and exclude weekends and public holidays.

Words used in the singular within this policy will include the plural and vice versa.





## 2.0 General Provisions

### 2.1 Scope

Through the Rental Housing Program CAFN provides Citizens with accommodation that meets health, safety and minimum property standards.

All CAFN Citizens are eligible to apply, under the Rental Housing Program, to live in a CAFN rental housing unit. This policy applies to all existing and future CAFN rental housing units.

The objective of the Rental Housing Program Policy is to provide a framework that outlines how CAFN manages rental housing in a manner that meets the needs of Citizens as well as national and territorial standards. The corresponding Rental Housing Program Procedures document outlines the details of the program.

### 2.2 Policy Review and Amendments

The First Nations Council reserves the right to review and amend this Rental Housing Program Policy as may be required from time to time and in consideration of changes to the Program or the needs of Citizens and CAFN.

Any amendments to the Rental Housing Program Policy will be posted publicly and will not take effect for at least thirty (30) days.

### 2.3 Eligibility Criteria

In order to be eligible for rental housing an applicant will meet the following criteria:

- An applicant will be a registered Citizen of Champagne and Aishihik First Nation.
- An applicant who is not a registered Citizen may be eligible to apply for rental housing where a rental housing unit has been identified by CAFN to be available to a non-Citizen (i.e. an individual who will be employed by CAFN and will be offered rental housing to assist in the recruitment and retention of Employees).
- An applicant will be eighteen (18) years of age or older.
- An applicant will confirm that there are no arrears or outstanding payments on accounts owed by the applicant to CAFN (loans, housing payments or other services). Outstanding debts are accounts that are in default for more than thirty (30) days. Property Services will obtain this confirmation in writing from the CAFN Finance department and provide it with the application. If the applicant has arrears they may only be considered if they have entered into a repayment agreement and have been making a reasonable effort to repay the outstanding balance for six (6) consecutive months.
- An applicant will meet the family size required for the available unit according to the Canadian Occupancy Standards (i.e. a single person would not be considered for a three bedroom home).
- An applicant who has caused damage, either wilfully or negligently, to a CAFN rental housing unit, where CAFN has written evidence and documentation of such damage, will not be eligible to apply for a rental housing unit for one (1) year after the end of the tenancy period related to the damage. All costs must have also been repaid, or the tenant must have entered into a repayment agreement in order to be eligible to apply for tenancy again.





## ***2.4 Occupancy Standards***

CAFN complies with the Canadian National Occupancy Standards and applies the following criteria to determine the match between household size and applicant(s). One bedroom for:

- Each cohabitating adult couple;
- Each lone parent;
- Each unattached household member eighteen (18) years of age and over;
- Each same sex pair of children under age eighteen (18);
- And additional boy or girl in the family, unless there are two opposite sex children under five (5) years of age, in which case they are expected to share a bedroom.

If the number of occupants exceeds the available number of bedrooms, per the above occupancy standards, the household would create an over-crowded situation and would be considered unsuitable for the rental housing unit.

If the number of bedrooms exceeds the number of occupants, as per the above occupancy standards, then the tenants are considered to be "over-housed" and may be moved to a rental housing unit that better suits the composition of the occupants. If the relocation is at CAFN's request then CAFN will pay relocation costs up to a maximum of \$1,000.00 (excluding any vehicles, or recreational vehicles).

## ***2.5 Selection / Priority for Rental Housing***

Property Services will complete an assessment for each eligible application to determine priority for rental housing. Priority is determined based on the application review scoresheet. The results of the assessment will be considered for each application within the group of applicants for the available rental housing unit(s).

## ***3.0 Rental Relationship***

### ***3.1 Rental Agreement***

All tenants must sign a rental agreement (the agreement), which is administered according to the terms outlined in the agreement, the Yukon Residential Landlord and Tenant Act and CAFN laws and regulations.

### ***3.2 Security Deposit***

All tenants must provide CAFN with a security deposit equal to one months' rent prior to taking occupancy of the rental unit. The security deposit will be held in escrow, according to the Yukon Residential Landlord and Tenant Act, and will be applied against any outstanding arrears or damage to the unit beyond normal wear and tear. Interest will be calculated on the Security Deposit, as defined in the Yukon Residential Landlord and Tenant Act, and will be paid to the tenants on an annual basis or within fifteen (15) days after the tenant moves out if they have not resided in the unit for a year.

### ***3.3 Authorized Occupants***

Only occupants listed in the signed rental agreement (under "occupants") are authorized to reside within the unit. If a tenant has unauthorized occupants in the rental unit for greater than thirty days, and has refused to have them leave, this is considered a breach of the agreement and CAFN has the right to terminate the agreement, having the tenant and all occupants vacate the premises.





## **4.0 Rental Rates**

### **4.1 CAFN Citizens**

CAFN subsidizes the monthly rent for CAFN Citizens, which is determined by CAFN in consideration of the rental housing unit operating costs.

A tenant is responsible for paying the rent on the first day of each month. If a tenant is an Employee of CAFN, an Elder, or on Income Assistance, CAFN has the right to deduct rental payment directly from the tenants' payment from CAFN.

### **4.2 Non-CAFN Citizens**

The rental rate for non-CAFN Citizens is not subsidized and is determined by CAFN in consideration of the rental housing unit operating costs.

A tenant is responsible for paying the rent on the first day of each month. If a tenant is an Employee of CAFN or on Income Assistance, CAFN has the right to deduct rental payment directly from the tenants' payment from CAFN.

### **4.3 Rental Increases**

There will be no rent or service charge increases during the first year of a rental agreement. After that, CAFN may increase the rent and/or service charge only once every twelve (12) months, providing written notice three (3) full months prior to the effective date of the increase.

### **4.4 Rental Arrears, Collection Process and Evictions**

When a tenant has not paid their rent by the end of the day on the first day of the month, the tenant is then considered to be in arrears. Non-payment of rent is grounds for CAFN to issue a tenant a fourteen (14) day notice to end tenancy for cause.

Within the first ten (10) days of the month, CAFN will make attempts to notify a tenant that they are in arrears and work with the tenant to facilitate payment. If payment is not received within the first ten (10) days of the month, then CAFN will proceed with the process for ending the tenancy and evicting a tenant.

If a tenant is provided with an eviction notice, the tenant will vacate the rental housing unit on the last day of tenancy.

If a tenant fails to vacate the rental housing unit, the tenant may be responsible for costs incurred by CAFN related to the tenant's failure to vacate the rental housing unit.

If a tenant fails to vacate the rental housing unit, CAFN may apply to the Yukon Residential Tenancies Office to obtain an Order of Possession authorizing CAFN to remove the tenant and their personal property.





## **5.0 CAFN as Landlord**

CAFN provides third party liability insurance and physical damage insurance (protection against damage to the unit by fire and other perils). CAFN is designated as the beneficiary under the insurance policy and any insurance proceeds are directed to CAFN.

A tenant is responsible for obtaining and paying the cost of insurance to cover their contents and personal property. CAFN is not responsible for the contents and personal property of the tenant.

CAFN will maintain the rental housing units in a state of good repair, will carry out preventative repairs and maintenance, and will ensure that all aspects of the residential property comply with health and safety standards.

CAFN will be guided by, and comply with, the Yukon Residential Landlord and Tenant Act at all times.

CAFN will ensure that all units, at all times, are safe, sanitary and fit for human habitation.

