



HOUSING POLICY

Procedures and Guidelines

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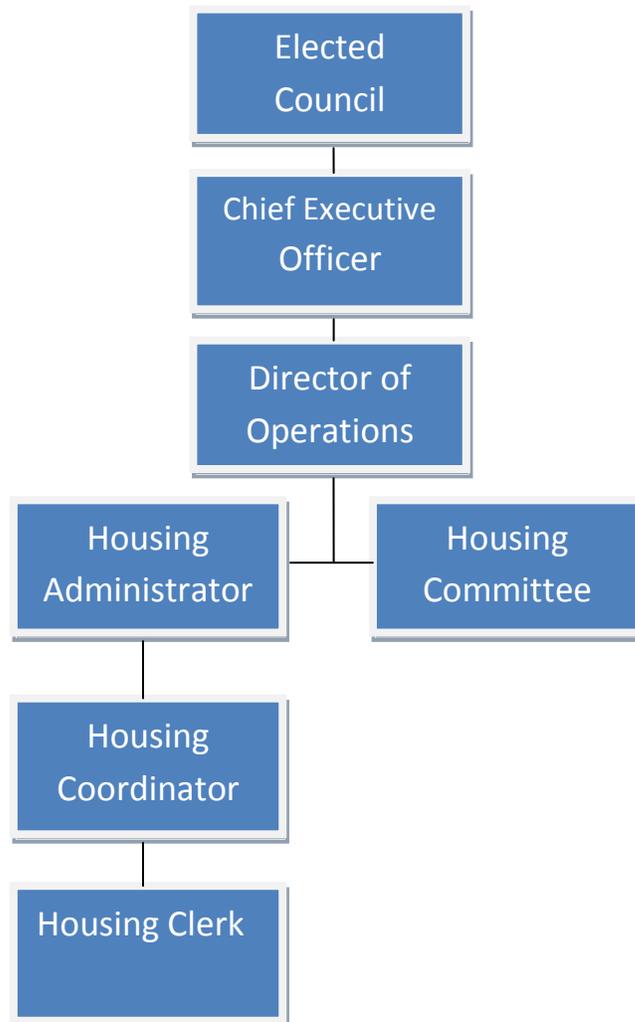
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ONEIDA NATION OF THE THAMES HOUSING PROGRAM

ORGANIZATIONAL CHART



The Housing Policy

The Housing Policy sets out the expectations, standards, roles, and responsibilities that inform the guidelines and procedures associated with all Housing Programs and Services administered by Oneida Nation of the Thames – Housing Department. The Housing Policy is developed in order to ensure the Mission Statement and Mandate of the Housing Department can be reached. It is to be reviewed on a yearly basis by presentation to the Community, duly revised by the Housing Committee as required for subsequent approval by the Oneida Council.

Housing Department Mission Statement:

Oneida Nation of the Thames' Housing Department shall ensure access to adequate, safe, and secure homes is provided to all Oneida members through the fair, transparent, and just delivery of housing programs and services amongst the Oneida Nation of the Thames community.

Housing Department Mandate:

Under the authority and direction of Oneida Nation of the Thames Elected Council, the Housing Department and Housing Committee are governed by the Mission Statement, terms and standards established in the Housing Policy.

Housing Committee

See *Appendix A* for all roles and responsibilities of Housing Committee associated with Housing Program and Service delivery

Housing Department Staff Roles and Responsibilities:

See *Appendix B* for all roles and responsibilities of Housing Department Staff associated with Housing Program and Service delivery

Housing Program Overview

Oneida's Housing Program endeavors to provide housing that is safe, secure and is affordable to accommodate our growing population. Our on-reserve population based on the INAC "Indian Registry" in 2006 was 2,083 members. In 2009 the Oneida Nation of the Thames conducted its own *Capital Planning Study (CPS)* with the **First Nations Engineering Services Ltd. (FNESL)**.

At that time we projected an on-reserve population of 3,251 members by 2027 – a twenty (20) year period. At the time of our 2009 CPS, Oneida had a total of 550 homes and based on our on-reserve population the average number of persons per household was 3.8.

To meet our increasing population and housing needs the Oneida Housing Department will be required to build &/or help those members that qualify – to receive their own mortgage, for an anticipated 654 additional housing units within 20 years.

Comprehensive Housing Strategy:

The Oneida Housing Department has undergone significant restructuring including the decision by Oneida Council to amalgamate Housing with Lands & Estates.

In addition, the development and approval of this **Housing Policy** will provide the foundation for us to prepare and plan for the future. Based on Oneida's existing *New Housing Construction Loan* of \$93,000 per 1,100 sq ft home; costs on average \$85-100 per sq ft for construction costs. At that rate it will cost Oneida Nation of the Thames' Housing Department **\$60,822,000** – to reach that housing demand. This does not include costs to service lots for water, roads and hydro.

Oneida Housing Department has to pursue a vigorous campaign to collect existing arrears (based on the 2013-14 FY annual audit) of \$5,000,000 in uncollected rent and housing loan payments and will repossess and renovate abandoned housing owned by Oneida Nation of the Thames, to provide and re-issue additional rental units for qualifying Oneida members.

Moreover, to meet anticipated housing needs in the foreseeable future we will have to participate in a multi-pronged strategy to: i) work with Oneida members, helping them qualify for a market stream mortgage; ii) to expand our own market based mortgage lenders; iii) to partner with existing First Nation and Aboriginal housing programs – such as the *First Nations Market Housing Fund (FNMHF)*; iv) to develop additional **Own Source Revenue (OSR) funding streams**.

**SECTION 1. HOUSING PROGRAMS PROVIDED AND ADMINISTERED BY THE
ONEIDA HOUSING DEPARTMENT:**

The Oneida Housing Department is responsible for administering the following programs:

- i. New Housing Construction Loans
- ii. Repair and Renovation Loans
- iii. Grants
- iv. Rental Units

The Housing Department is also responsible for administering the following external programs:

- i. BMO*
- ii. HASI CMHC*
- iii. RRAP CMHC*

*Not all of Housing Policy and procedures apply to external programs as external program providers set forth their own criteria outside of the control of the Oneida Nation of the Thames or Oneida Council.

SECTION 2: HOUSING PROGRAM ACCESS

2.0 Housing Program Access: Overview

Each program provided by the Housing Department must be accessed through an application process designed to ensure the Housing Department's Mission Statement of meeting all housing needs through inclusivity, accountability, and transparency is achieved

2.1 Application and Approval Process

- a. All Housing Programs will be accessed by submitting an **Application** to the Housing Department. **Note:** ALL Housing Programs are subject to an annual budget allocation and are reviewed on a first come first served basis – subject to available funding;
- b. Each application received must undergo an **Application Approval Process** which ensures the Applicant meets applicable eligibility criteria and provides assurance of equal access to all applicants with equal eligibility;
- c. All Housing Programs have their own independent **Application Review and Points System** that is to be used during the Application Approval Process to fairly assess each application submitted;

- d. The **Application Review Checklists** and **Points System** for each Housing Program are developed to realize the goal of having a variety of Housing Programs that together can meet the varying needs and circumstances of every person in Oneida. They are to be developed in order to ensure fair and equitable consideration amongst all eligible participants for each program;
- e. The Oneida Housing Department will meet regularly with all Applicants advising on the status of their application and monitor requirements needed to process their loan request;
- f. The Housing Department will issue a letter to non-approved Applicants at whatever point in the application approval process his/her application ceases to move forward.
- g. See Appendices “C” through “H” for all Application Review Checklists and Points Systems;

2.2 Applicant Criteria:

- a. All Applicants for any Housing Program must be **Oneida Members** in accordance with the **Oneida Nation of the Thames Membership Code**. (Note: an exception may be made for applicants to the Senior Citizens Complex. See Section 10.3);
- b. All Applicants must be at least eighteen (18) years of age or older;
- c. All Applicants must meet the minimum eligibility requirements associated with the Housing Program to which they are applying as stated in the Oneida Nation of the Thames Housing Policy.
- d. All Applicants must submit an application during the **SAME FISCAL YEAR** in which they wish to access that program – within the regular stated *Application Acceptance Window*. Applicants will only be eligible for consideration for the program within the **SAME FISCAL YEAR** that they submitted the application.

2.3 Appeals Process:

- a. In the case of non-approval or non-recommendation, Applicants will be provided with an opportunity to bring forward their concerns, if they have additional information not taken into consideration when their application was denied and make a stronger case for their approval. This will assist in upholding a fair and unbiased administration and provision of Housing Programs;

- b. The Housing Department will issue a letter to the non-approved Applicant at whatever point in the application approval process his/her application ceases to move forward. The non-approved Applicant must be given an explanation for the “denial status” of his/her application at this point;
- c. If the non-approved Applicant(s) feels **unfairly** denied, he/she is responsible for approaching the Housing Administrator within five (5) business days of receiving notification of non-approval;
- d. In order to go forward in the appeals process the non-approved Applicant must demonstrate a need has been overlooked and that his/her denial is **unfair** according to Housing Policy and Guidelines;
- e. If requested, the Housing Administrator will work with non-approved applicants to assist in their efforts to overcome obstacles for approval and/or demonstrate how he/she was unfairly denied;
- f. Based on the Applicant’s updated situation and the Administrator’s re-assessment, a recommendation may be forwarded to the Housing Committee for re-consideration;
- g. Applicants utilizing the appeals process may be required to wait for the next application acceptance window to have their application re-considered for approval if they were denied strictly due to limited funding availability of the program at that particular time.

SECTION 3. DEFAULT

The Oneida Nation of the Thames is distinct among First Nations, with the exception of our *Oneida Seniors Complex (OSC)* we have opted not to participate in CMHC's *Section 95 On-Reserve Non-Profit Housing Program*. In June 2017 Oneida will retire a 35 year mortgage for our Oneida Seniors Complex. However this means we will no longer receive any rent subsidies from CMHC for qualifying tenants.

On the other hand, we have opted to finance our own housing program through our Minor Capital budget. In some cases Oneida has guaranteed mortgage's through the Bank of Montreal (BMO) and other mortgage lenders. Unfortunately if those mortgages go unpaid for any length of time than the mortgage lenders can foreclose on those homeowners. In those cases Oneida Council is financially responsible to pay the outstanding balance to the mortgage lenders as per loan guarantee and BCR.

An **Arrears Management Regime** and collections mechanism will be achieved through Oneida Nation of the Thames' Housing Policy application of Section 3.1 Default: Payment Collection Procedures.

3.0 Default: Overview:

- a. The Housing Department – subject to the Approval of this Housing Policy by Oneida Council, has the authority to enforce all Terms and Conditions established in any and all Housing Program Loan Agreements that Oneida Nation of the Thames is signatory to, including but not limited to terms of payment and repayment;
- b. The Housing Department shall commence Default Procedures in the event of non-compliance or Default of the terms of the Housing Agreement;
- c. The Default Payment Collection Procedures, must be fair to the Housing Program Recipient by allowing him/her adequate time to reach an alternative agreement with the Housing Department prior to Foreclosure. (See section 3.1 for Payment Collection Procedures).

3.1 Default: Payment Collection Procedures:

- a. **FIRST NOTICE:** After thirty (30) days have elapsed since one (1) monthly payment has been missed, the account holder will be sent a letter and referenced as "First Notice" with an attached account statement. This First Notice will indicate that one monthly payment has been missed and state the amount of arrears accumulated. The First Notice will also request either immediate payment of the arrears or for the Account Holder to contact the Housing Department to advise on the establishment a repayment agreement*. The First Notice will provide thirty (30) days from the receipt of the First Notice for compliance to the stated requests. (See Appendix R for First Notice of Default sample letter)

*NOTE: In order to establish a repayment agreement the Account Holder must contact the Housing Department, undergo a financial assessment, explain their situation, and provide up to date income verification.

- b. **SECOND NOTICE:** In the event that an adequate response has not been made to the Second Notice, and sixty (60) days have passed since a monthly payment has been made, the Account Holder will be sent a letter and monthly arrears statement indicating that two (2) payments have not been received as well as the total amount of the arrears resulting. This notice will be referred to as a “Second Notice.” The Second Notice will also request either immediate payment of the arrears or the establishment of a repayment agreement [See Section 3.1a in regards to establishing a repayment agreement. The Second Notice will provide thirty (30) days from the receipt of the Second Notice for compliance to the stated requests. (See Appendix S for Second Notice of Default sample letter)

- c. **FINAL NOTICE:** In the event that an adequate response has not been made to the Second Notice, and ninety (90) days have passed since a monthly payment has been made, the name of the Account Holder will be reported to the Credit Bureau (EQUIFAX) for the collection of the arrears portion only. The Account Holder will be sent a letter referred to as “Final Notice” and monthly arrears statement indicating that three (3) payments have not been received, the amount of the arrears resulting, and that the credit bureau has been notified. The Final Notice will also request either immediate payment of the arrears or the establishment of a repayment agreement with the Housing Department [See Section 3.1a(i) in regards to establishing a repayment agreement] in order to avoid repossession and eviction. (See Appendix T for Final Notice of Default sample letter)

SECTION 4: CONTRACTORS, SERVICE CONTRACTS and PURCHASE ORDERS

4.0 Contractors:

- a. It is the responsibility of the Homeowner to contact two (2) independent Contractors to obtain cost estimates to facilitate construction and/or renovation and repair work (to include cost for required materials and labour);

- b. Contractors conducting electrical, heating, plumbing, water and septic work are urged to hire local qualified Trades people where applicable or licensed personnel in these respective areas to complete this work. Licensing qualifications for trade’s people must align with those set forth by the province of Ontario whenever necessary and only when local Oneida Contractors are unavailable or don’t possess the Trade skills required to complete the work safely or professionally.

4.1 Service Contracts:

- a. The Service Contract is a contractual agreement that exists between the Homeowner(s) and the Contractor and cannot hold the Oneida Nation of the Thames Housing Department liable for any breach that may take place by either of these two signatory parties.

- b. The Service Contract must be signed by the Contractor and the Homeowner prior to start of new construction or renovation in order for that work to be financed through the Loan provided by Oneida Nation of the Thames.

- c. The Housing Department is responsible for drafting the Service Contracts.
- d. Service Contracts must include the following:
 - i. Work Description (including work stages -for inspection purposes- and costs)
 - ii. Contractor obligations;
 - iii. Contractor Price;
 - iv. Progress Payments;
 - v. Terms for the Contract termination;
 - vi. A 10% holdback on Contractor payment (Full payment to be issued thirty [30] days after a Final Inspection has been completed by a Designated Housing Inspector)
- e. Work Description in the Service Contract must abide by the approved Blueprints and Work Specifications.
- f. See Appendix Q for blank Service Contract;

4.2 Purchase Orders:

- The Housing Department is responsible for the issuance of Purchase Orders and paying Contractor Payment invoices and for ensuring they do not exceed the total Loan Allotment;
- Homeowner(s) is responsible for submitting purchase orders and contractor payment requests to the Oneida Housing Department;
- Homeowner(s) may submit purchase order requests to the Housing Department on **Mondays only**. (Subject to Finance department guidelines – however Homeowners may be reimbursed if supply sales arise between Monday cheque requisition deadlines);
- Homeowner(s) has the option to purchase materials through the following methods:
 - i. Purchase orders issued to companies with which Housing Department has existing accounts with;
 - ii. Cheque Requisitions issued from the Housing Department to a company who has sent an quote in advance;
 - iii. Reimbursements issued to the Loan Recipient from the Housing Department after receiving receipt of purchase paid;

SECTION 5. INSPECTIONS

5.0 Inspections: Overview:

- a. The Housing Department is responsible for scheduling all required Home Inspections
- b. All Inspections are conducted by the Designated Housing Inspector and will take place as each stage of work outlined in the “Work Description” of the Service Contract are completed;
- c. The Designated Housing Inspector must meet the qualifications set forth by the Southern First Nations Secretariat. Paul.schisler@sfns.on.ca Manager of Technical Services can provide copy upon request;
- d. The Designated Housing Inspector is responsible for:
 - i. ensuring the construction correlates to approved Blueprints and/or Work Specifications;
 - ii. ensuring that all construction is in compliance with the Ontario *First Nations Illustrated Building Code* and/or the *National Building Code* and other applicable laws;
 - iii. Providing a written Inspection Report for every Inspection completed;
- e. All Inspection Reports require the signature of all parties involved including the Homeowner, Contractor, Housing Department Staff Designate and Designated Housing Inspector. Each party’s signature signifies satisfaction her/his own satisfaction with the work completed;
- f. The Homeowner(s), Contractor, a Housing Department Staff Designate, and the Designated Housing Inspector are required to be on site at the time of all Inspections;
- g. **Note:** It is the Contractor’s responsibility – when digging, to ensure that they conduct due diligence to “Tag and Locate” any and all underground cables, gas lines, sewage drains et al. Any breaches are the sole responsibility of the Contractor and Service Contracts will Duly Save Harmless Oneida Nation of the Thames, its departments, employees and assigns from any and all damage due to failure by the Contractor to “tag and locate” properly.

SECTION 6. HOUSING LOAN AGREEMENTS

6.0 Housing Loan Agreements: General Terms And Conditions:

- a. Once approved by the Oneida Council, a Loan Agreement must be signed by the Loan Recipient(s)/Homeowner(s) and the CEO or DOO for the Oneida Nation of the Thames Administration.
- b. Prior to signing the Loan Agreement, the “Borrower” must also sign the Disposition of Property Form (see Appendix I), Direct Payment Form (See Appendix V), and a Land Transfer Agreement & Plan of Survey – transferring the Title to the house and land to the Oneida Nation of the Thames;
- c. Title to the said land and house shall remain in the name of the Oneida Nation of the Thames/Lender until the Loan has been repaid to the Oneida Nation of the Thames in full, according to the terms of the Loan Agreement. At the time of full loan repayment the title to the said house and land will be transferred back from the Oneida Nation of the Thames to the Borrower(s)/Homeowner(s) with a ½ Interest Land Transfer Agreement to both parties.
- d. Where there are two Loan Recipient signatures on the Loan Agreement, both signatories are equally responsible for all terms and conditions stated therein, including but not limited to monthly loan payments.
- e. Loan Recipients are responsible for ensuring proper upkeep, repair, and general maintenance of their newly constructed or renovated home. Oneida Nation of the Thames will not be responsible for general home maintenance, nor cover the costs of home repairs and renovations caused by homeowner neglect.
- f. Loan Recipients are responsible for attending one of the quarterly **Home Owners Information Workshop** provided by the Oneida Housing Department. This Workshop provides information on Building Codes, Condensation, Vapour Barrier, General Home Maintenance and Upkeep, etc. Oneida Housing Department will post a notice on the Oneida website and post notices throughout the community with announcements.
- g. Loan Recipients are responsible for purchasing Mortgage/Life Insurance to the full value of the loan payable to the **Oneida Nation of the Thames** to cover the balance owing in the case of death by either signatory, or loss due to fire.
- h. Loan Recipients are responsible for keeping the house fully covered under house insurance and providing proof of insurance to the Oneida Housing Department yearly.

- i. The insurance policy must name the **Oneida Nation of the Thames as First Mortgagee**. If the Loan Recipient does not place home insurance on the unit, then the Oneida Nation of the Thames will provide such insurance one (1) time only during the life of the Loan Agreement and will Re-Issue a New Loan Agreement and add the cost of Insurance + 4% administration fee to the Total Loan amount that is to be repaid. Failure to purchase and provide proof of Annual Home Insurance will invoke ***Default: Payment Collection Procedures*** outlined in Section 3.1, above;
- j. The Loan Recipient must not assign or transfer this Agreement without the consent in writing from the Oneida Nation of the Thames;
- k. The Loan Recipient must agree to be an occupant of the home specified in the Loan Agreement and keep it as his/her primary residence for the duration of this Agreement. (The Loan Recipient(s) will not rent out or sell the premise without consent from the Oneida Nation of the Thames);
- l. Housing Loan Recipients are responsible for paying back all Loan Dollars to Oneida Nation of the Thames through monthly installments as agreed & stipulated in the Loan Agreement:
 - i. Monthly loan payments will commence thirty (30) days after the Loan Agreement has been signed by the Loan Recipient and CEO or DOO. * NOTE: In special extenuating circumstances monthly loan repayments can commence up to six (6) months after the Loan Agreement has been signed (See Appendix Y for Special Circumstances Delaying Commencement of Monthly Payment);
 - ii. If employed by the Oneida Nation of the Thames, the Loan Recipient **must** sign to authorize payroll deductions to cover the monthly loan repayment installments owed as per the Loan Agreement. Payroll deductions will be made in accordance with the Oneida Nation of the Thames Employment Policy and the Canada Labour Code Section 254.1 (c) wherein the Housing Agreement and Payroll Deduction Form shall serve as written authorization by the employee for automatic payment withdrawals from paycheques;
 - iii. If the Loan Recipient is a client of Ontario Works or Ontario Disability Support Program, he/she must agree to have monies deducted directly from her/his monthly shelter allowance in order to cover monthly payments owed as per the Loan Agreement;

- iv. If the Loan Recipient is a member of the Oneida Council he/she must agree to have monies deducted directly from their honoraria payments to cover monthly loan repayment installments as per the Loan Agreement;
 - v. Loan Recipients may be able to change their monthly payment amount depending on their payment record, changing financial situations, employment status, etc. New Loan Agreements and repayment schedule will be signed accordingly;
 - vi. The Loan Recipient is able to make larger payments than he/she has agreed to in the payment plan WITHOUT penalty in order to pay their loan off quicker;
- m. If the Loan Recipient fails to make loan repayments as per the Loan Agreement terms, he/she will be subject to Default Procedures as described in Section 3.0 and Section 3.1 of this Housing Policy;
- n. Non-enforcement action through the Oneida Council does not eliminate the responsibility of the Loan Recipient to pay their debt owed to the Oneida Nation of the Thames subject to the Terms and Conditions and Loan Repayment Schedule stipulated in the Loan Agreement to which the Borrower (s) is signatory.

6.1 Housing Loan Agreements: Expenditures:

- a. Loan Allocation monies will ONLY be used to cover the costs of purchase orders for construction materials and contractor payment requests required to complete the construction/renovation/repair of the Loan Recipient's home.
- b. All monies must be expended within fifteen (15) months after the Loan has been formally issued through the signing of the Loan Agreement;
- c. Loans will only cover costs that align with the building plans (Blue Prints) or work specifications that have been approved by a Designated Housing Inspector. Any construction, repair, or renovation costs that do not align with the approved plans will not be covered by approved monies;
- d. If the entire Loan Allocation has not been used upon completion of the work project at the point of the FINAL Inspection the loan amount owed will be reduced accordingly.

HOUSING LOAN PROGRAMS

The Housing Department provides the following Loan Programs:

- i. New Housing Construction Loans
- ii. Repair and Renovation Loans

*** Housing Loans provided by the Oneida Nation of the Thames Housing Department are 100% REPAYABLE with a one-time administrative fee of 4% (*NOTE: This means the Loan Recipient(s)/ Homeowner(s) is responsible for paying back the loan in full with an added 4% to the principle loan amount).**

The Housing Department is also responsible for administering the following external Loan Programs:

- BMO**

****All of Housing Policy and procedures do not apply to external programs**

SECTION 7. NEW HOUSING LOAN PROGRAM:

7.0 New Housing Loan Program: Overview:

- a. This program is designed to support Oneida community members achieve their goal of building a new home within the Oneida Settlement;
- b. The application submission period will **commence January 1st and end on March 31st** each year. (Applications submitted previous years will NOT be kept on file to be considered during subsequent years);
- c. Applicants approved for this loan program will be eligible for a Capital Dollar Allocation of **\$93,000.00 for the construction of a New Unit**. This loan is **100% REPAYABLE** with a **one-time administrative fee of 4%**. **This means the Loan Recipient(s)/Homeowner(s) are responsible for paying back the loan in full with an added 4% to the principle loan amount;**
- d. Loan repayment monies are to be paid to the Oneida Finance Department through one of the following five (5) monthly payment options:

5 Year - \$1612.00 per month
10 year - \$806.00 per month
15 year - \$537.30 per month
20 year - \$403.00 per month
25 year - \$322.40 per month

Calculation formula: \$93,000.00 (Loan Allocation) + 4% agency fee = \$3,720.00
 $\$93,000.00 + \$3,720.00 = \$96,720.00$ divided by the # of years = monthly payment.

7.1 New Housing Loan Program: Eligibility Criteria:

- a. Applicant(s) must be a registered Oneida Band Member in accordance with the Oneida Membership Guidelines;
- b. Applicant must be at least eighteen (18) years of age or older;
- c. Applicant(s) must **NOT** have received a New Housing Loan from the Oneida Nation of the Thames before in his/her lifetime. (Emergency situations shall be given special consideration (See Appendix W for the Qualifying Emergency Situations);
- d. Applicant(s) must hold legal title to at least one (1) acre of un-serviced land or one third 1/3 acre of serviced land (communal water and sewage systems) in Oneida Nation of the Thames Settlement Lands;
- e. Applicant(s) must demonstrate financial capacity, based on assessment, to make the monthly payments and to carry out the construction of their driveway without assistance from the Housing Loan allocation. The Financial capacity shall be demonstrated by completion of a Financial Analysis;
- f. Applicants must have submitted a completed application according to the Application Requirements during the same year in which the Applicant wishes to receive the Loan;
- g. See Appendix C for *New Housing Loan Program: Application Review Checklist*.

7.2 New Housing Loan Program: Application Submission:

- a. Applicant(s) are responsible for completing and submitting applications to the Housing Department between **January 1st and March 31st of the SAME YEAR in which the Applicant wishes to receive the Loan.**
- b. Applicants are responsible for re-submitting a completed application to the Housing Department within the stated timeframe in order to be eligible for the program to which they are applying EACH YEAR;
- c. Applicants are encouraged to complete and submit their application at the earliest possible date within the Application Acceptance Window as funding is limited and applications are forwarded for assessment as soon as they are verified by the Housing Coordinator as complete;
- d. This notice will be advertised on the Oneida Website and posted throughout the community at least one month prior to its opening.
- e. A complete application must include:
 - General Application Form Complete and Signed (See Appendix J for blank form);
 - Financial Analysis Form – This requires meeting with Housing Department to review financial obligations;
 - Verification of Income – copy of cheque stub, bank statement, T4 etc.;
 - Verification of Debts – Oneida Finance to provide report for any outstanding debts owed to Oneida Nation and a credit check will be completed with EQUIFAX on all applicants.
 - Membership Verification; Membership Department to provide confirmation of membership for all applicants
 - Council Approved Land Transfer Agreement & Plan of Survey;
 - Plot Plan - must be completed and available for site inspection with certified Inspector;
 - Site Inspection Report/Inspectors report – identifies the water table;
 - Signed Health Canada Application for Sewage Disposal System - must include proposed septic layout designed by Installer specifications;

- EHO Final Approval of Sewage Disposal System Installation – as approved by EHO (Environmental Health Officer);
 - Two Costs Estimates for Septic System;
 - Waterline Layout and cost Estimate - complete with a cost;
 - Foundation installation must be completed with the Loan Recipient(s)' **OWN** finances following approval of a new housing loan. Applicants must provide proof such as an up to date bank statement, with sufficient financial resources to complete their foundation. Two independent cost estimates for foundation installation must be provided;
 - The Driveway must match the approved layout. Driveway installation must be verified by a Specialist at the Oneida Road Department to ensure it matches approved work specifications. (General driveway specifications can be obtained from the Oneida Road Department).
 - Two (2) cost estimates from two (2) different contractors to cover the cost of all building materials and labour necessary to construct unit (as per approved Blueprints);
 - Two copies of Working House Plans or Blueprints - Blue prints for the Unit must:
 - a. All interior doors must be 36" to allow for wheelchair accessibility.
 - b. Have approval from Designated Housing Inspector and have an Engineer's Stamp of Approval on the Plans.
 - c. Comply with the minimum standard determined by the *First Nations Illustrated Building Code* in conjunction with the *National Building Code*.
 - d. Not contain changes by the homeowner(s) once they are approved by the Designated Housing Inspector and/or Engineer. Any subsequent changes require approval from a Designated Housing Inspector and must have an Engineers stamp of approval obtained at the cost of the Homeowner.
 - e. The Housing Department will be responsible for arranging Monitoring Inspections to ensure construction correlates to Approved Blueprints.
- f. The Loan Recipient must complete the installation of his/her driveway in order to make the property accessible to Inspectors, Contractors, workers and delivery trucks. Driveway installation must be completed using the Loan Recipient(s)' OWN finances;

- g. If requested, Housing Staff and the Designated Housing Inspector will provide support and advice necessary to assist in completing and obtaining all documents required for a complete application submission;

7.3 New Housing Loan Program: Application Approval Process:

- a. After an application is submitted to the Housing Department by an Applicant, an internal file review is conducted by the Housing Coordinator to ensure the application file is complete;
- b. Complete application files are forwarded by the Housing Coordinator to the Housing Administrator;
- c. The Housing Administrator will assess forwarded files according to the *New Housing Loan Program: Application Review Checklist* (See Appendix C);
- d. The Housing Administrator will present recommendations for acknowledgement by the Housing Committee for Oneida Council approval;
- e. The Administrator will present the recommendations, signed LTA, and Plan of Survey to Oneida Council for Final Approval;
- f. The Oneida Council will provide Council Consensus on Final Loan Approvals to the Housing Department for execution of Loan Agreement;
- g. The Housing Coordinator will arrange a meeting with the Housing Administrator and the Approved Applicant for signature of the New Housing Loan Agreement (Appendix M), the Disposition of Property form (Appendix I), the Direct Payment Form (Appendix V), and the LTA that transfers title of the property to the Oneida Nation of the Thames. Signature on these items binds the Loan Recipient to the terms and conditions stated therein.
- h. The signed Agreements are forwarded by the Administrator to the CEO for signature. This signature formally issues the Loan and binds the Oneida Nation of the Thames to the terms and conditions of the Agreements;
- i. The Housing Coordinator will notify Finance of the loan approval by forwarding the original signed New Housing Loan Agreement. A copy in the Agreement is to be kept in the Housing Department files.

7.4 New Housing Loan Program: Construction Guidelines and Procedures:

- a. Loan Recipient(s) must provide proof of up-to-date bank statement with evidence of funds readily available for installation of foundation and two (2) cost estimates.
 - i. A Designated Housing Inspector is required to inspect the forms prior to the foundation concrete being poured. An inspections report giving approval of forms is required to be submitted to the Housing Department.
 - ii. A Designated Housing Inspector must complete an inspection of the foundation/basement after completion to ensure that it matches the approved Blueprint and provide a Report to the Housing Department accordingly.
 - iii. A 2” slurry cap (ground cover) is required on all crawl space ground covers and 4” concrete is required on all basement ground covers. An Inspector report verifying these specs is required to be submitted to the Housing Department.

- b. Applicants must have a completed New Housing Loan package completed by **JUNE 30TH**.

- c. Prior to house construction, a Service Contract outlining the details of the work that is to be completed must be signed by the Homeowner and the Contractor. (See Section 4.1 on Service Contracts);

- d. New Housing Units should not exceed 1,100 square feet. If the Loan Recipient chooses to build a unit over 1,100 square feet, he/she must provide proof of financial resources to cover the associated costs at \$100.00 per square foot. These monies will be deposited into the Finance Department. (NOTE: The cost per square foot is subject to change on a yearly basis);

- e. All construction must comply with the *First Nations Illustrated Building Code* and the *National Building Code*.

- f. The following items must not exceed the costs as listed. Any amounts over these amounts will be the Homeowners expense:

<p>Labour Dollars to construct home exterior/interior</p>	<p>\$31,300.00</p>
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Framing Exterior/Interior Including Framing, Subfloor, Roof, Installation, Drywall, Shingles, Vapor B, Misc Nails	\$13,000.00
Siding & Brick	\$2,500.00
Paint Interior	\$ 500.00
Eaves troughs	\$ 800.00
Trim & Doors Interior	\$ 900.00
Flooring	\$2,800.00
Windows & Outside Doors	\$5,000.00
Kitchen Cabinets	\$4,000.00
Front & Back Steps	\$1,000.00
Electrical Fixtures	\$500.00
Water Heater/H.R.V. Unit /Sump Pump and Furnace	\$6,200.00
Electrical (including permit, material & labour costs for service installation, rough in and finishing of electrical fixtures)	\$4,500.00
Sanitation	\$17,000.00 (\$4,200.00: plumbing materials & Labour Costs)

	<p>\$1,300 waterline installation</p> <p>\$11,500 septic installation costs</p> <p>as per approved septic layout prepared by the Environmental Health Officer)</p>
Foundations/Basements	Covered by Homeowner(s)

SECTION 8. HOME RENOVATION AND REPAIR LOAN PROGRAM

7.0 Home Renovation and Repair Loan: Overview:

- a. Renovation Loans are granted to eligible First Nation Members to undertake work of a structural nature associated with basic human shelter needs. These loans ARE NOT TO BE USED TO REPAIR DAMAGES CAUSED BY HOMEOWNER NEGLIGENCE, NOR FOR PURELY COSMETIC REPAIR. Loan Dollars provided through this program will be used to fund essential repairs falling into the following categories:
 - a) Structural Nature
 - b) Plumbing
 - c) Heating
 - d) Electrical
 - e) Health and Safety
- b. **The Loan is 100% repayable with a 4% administration fee, meaning it is the responsibility of the Homeowner(s)/Loan Recipient to repay these monies back to the Housing Department.**
- c. **Applications for this Loan Program must be submitted between March 1st and 31st OR September 1st and 30th [**UNLESS the repair situation classifies as an EMERGENCY situation. See Appendix W for Qualifying Emergency Situations]**

8.1 Home Renovation and Repair Loan: Eligibility Criteria:

- a. Applicant(s) must be a registered Oneida Band Member according to the Oneida Membership Guidelines
- b. Applicant(s) must be eighteen (18) years of age or older
- c. Applicant(s) must be the Homeowner and Occupant of the Dwelling that is to be repaired/renovated

- d. Applicant(s) must own at least the one acre of land or 1/3 acre of serviced land that the Dwelling to be repaired resides upon
- e. The Dwelling to be repaired must be at least five (5) years old
- f. The Dwelling to be repaired must reside on Oneida Settlement Lands
- g. Applicants must have submitted a completed Application to the Housing Department between **March 1st to 31st** OR between **September 1st to 30th**
- h. See Appendix D for *Home Renovation and Repair Loan Program: Application Review Checklist*

8.2 Home Renovation and Repair Loan: Application Submission:

- Applications must be completed and submitted to the Housing Department between **March 1st to 31st** OR **September 1st to 30th**
- Applicants are encouraged to complete and submit their application at the earliest possible date within the Application Acceptance Window as funding is limited and applications are forwarded for assessment as soon as they are verified by the Housing Coordinator as complete
- All Applications submitted the previous year will not be kept on file, but will be returned to the Applicant with a letter explaining why the application was not approved. Applicants are responsible for re-submitting a completed application to the Housing Department within the stated timeframe in order to be eligible for the program to which they are applying EACH YEAR
- A notice will be posted in the community and sent to all Members living in Oneida Nation Settlement Lands to serve as a notification of the Application acceptance window at least one month prior to its opening
- Applicants must complete and submit the following to the Housing Coordinator in order to have an application eligible for pre-approval
 - i) General Application Form (See Appendix J) completed and signed
 - ii) Financial Analysis Form and– This will require meeting with Housing Department to review financial obligations
 - iii) Verification of Income – copy of cheque stub, bank statement, T4 etc.
 - iv) Verification of Debts (EQUIFAX)

- v) Membership Verification
- vi) Council Approved Land Transfer Agreement & Survey
- vii) Housing Inspection Report from Designated Housing Inspector
- viii) Two (2) cost estimates from two (2) different contractors for the Materials and Labour to complete the renovation/repair project according to work specifications
- ix) Copy of Work Specifications. Work Specifications must:
 - Be developed according to Inspection Report)
 - Comply with the *First Nations Illustrated Building Code* in conjunction with the *National Building Code*
 - Have written approval from Designated Housing Inspector
 - Not contain changes made by the Homeowner(s) after they received approval from the Designated Housing Inspector
- If requested, the Housing Staff and the Designated Building Inspector will provide support and advice necessary to assist in completing and obtaining all documents required for a complete application

8.3 Home Renovation and Repair Loan: Application Approval Process:

- a. An internal file review will be conducted by the Housing Coordinator to ensure an application file is complete before it is forwarded to the Administrator
- b. The Administrator will assess the forwarded application files according to the *Home Renovation and Repair Loan Program: Application Review Checklist* (Appendix D)
- c. The Administrator will take the recommendations for approval to the Housing Committee for acknowledgement
- d. The Housing Coordinator will prepare the Loan Agreement
- e. The Housing Coordinator will arrange a meeting with the Housing Administrator and the Approved Applicant(s) to obtain his/her signature on the Loan Agreement (Appendix N), the Direct Payment Form (Appendix V), and the LTA that transfers title to the property to the Oneida Nation of the Thames. This signature binds the Loan Recipient to the terms and conditions stated therein each document signed.
- f. The signed Loan Agreement will be forwarded to the CEO or DOO for signature. This signature formally issues the loan and binds the Oneida Nation of the Thames to its Terms and Conditions.

- g. The Housing Coordinator will notify the Finance Department of the loan approval and forward the original Loan Agreement. A copy of the Agreement is to be kept in the Housing Department
- h. All Applicants shall be notified when and if their Application is unsuccessful so they may take steps necessary for approval in the future

8.4. Home Renovation and Repair Loan: Emergency Classification:

- a. EMERGENCY renovations or repairs are repairs or renovations caused by unforeseen and unavoidable circumstances that require immediate attention. Areas more often considered emergencies have to do with:
 - i. Health and Safety Concerns.
 - ii. Damages due to Fire or Natural Disaster
 - iii. Disabilities
- b. Applicants who qualify for the Emergency Classification are exempt from Renovation and Repair Loan Recipient Eligibility criteria 8.1.v & 8.1vii meaning:
 - i. Applications may be submitted at ANYTIME
 - ii. The House for repair does NOT need to be more than five (5) years old
- c. All other Home Renovation and Repair Loan Eligibility Criteria (see Section 8.1), Application Submission requirements (see Section 8.2), and Application Approval processes (see Section 8.3) apply
- d. See Appendix W for Qualifying Emergency Situations

SECTION 9. BMO LOAN PROGRAM

9.0 BMO Loan Program: Overview:

- a. The BMO Loan Program is an external loan program that is provided by the Bank of Montreal (BMO). Administrative assistance for the loan is provided by the Oneida Nation of the Thames Housing Department;
- b. The BMO Loan requires the Oneida Nation of the Thames Chief & Council to be the Guarantor and is therefore conditional upon Council approval;
- c. The Loan is one-hundred percent (100%) repayable to the Bank of Montreal according to the terms of their Mortgage agreement;
- d. Applicant is responsible for Approaching BMO to enquire about the mortgage program and receiving conditional approval. The Housing Department is responsible for advising the Applicant in order to obtain the documents required for Final Approval;
- e. The maximum loan amount available is \$85,000.00.
- f. Final approval is based upon the ability of the applicant to meet the criteria set forth by BMO. Eligibility criteria set forth by BMO is not within the hands of the Oneida Council nor the Housing Department for Oneida Nation of the Thames

9.1 BMO Loan: Eligibility Criteria:

*Eligibility criteria are subject to change according to BMO policy. This criteria is not within the control of the Oneida Nation of the Thames Chief & Council or Administration.

- a. Applicant(s) must be a member of the Oneida Nation of the Thames;
- b. Applicant(s) must be at least eighteen (18) years of age or older;
- c. Applicant(s) must be the legal owner of at least one (1) acre of land or one third (1/3) of an acre of serviced land (including driveway, water, hydro and sewage) on Oneida Nation of the Thames Settlement Lands;
- d. Applicant(s) must have the demonstrated financial capacity to cover at least a five percent (5%) down payment on the Mortgage;

9.2 BMO Loan: Application Submission:

- a. Applicant is responsible for approaching BMO to enquire about the loan program and for receiving conditional approval from BMO;

- b. The Housing Department is responsible for advising the Applicant in order to obtain the documents required for Final Loan Approval. Documents required for Final Loan Approval include:
 - i. Loan Agreement and Mortgage from BMO;
 - ii. Membership verification;
 - iii. Land Transfer Agreement (Original Copy to be kept in the Oneida Lands and Estates Division) and Council Approved Survey (July post 1991);
 - iv. Plot Plan – includes depth of footings, foundation, driveway, water and hydro layouts;
 - v. Three (3) copies of working Blue Prints. Blue Prints must:
 - Have approval from Designated Housing Inspector and an Engineer’s Stamp of Approval;
 - Comply with the minimum standard determined by the *First Nations Illustrated Building Code* in conjunction with the *National Building Code*.
 - Not contain changes by the homeowner(s) once they are approved by the Engineer. Any subsequent changes require approval from a Designated Housing Inspector and must have an Engineers stamp of approval obtained at the cost of the Homeowner.
 - The Housing Department will be responsible for arranging Monitoring Inspections to ensure construction correlates to approved Blueprints
 - i. Two cost estimates from two different contractors to cover the cost of material and labour to complete the project;
 - ii. Proof of Builders Risk Insurance Coverage;
 - iii. Advice on Applicant(s)’ Life Insurance Coverage;
 - iv. Site Inspection Reports – from Designated Housing Inspector;
 - v. Septic Layout – Approved by Environmental Health Officer;
 - vi. Independent Legal Advice Letter;
 - vii. A letter of Understanding regarding the terms and conditions of the agreement (signed by Applicant and witnessed by the Oneida Council Portfolio Holder);
- c. The Oneida Housing Department is available to provide any assistance or advice to members to complete required documentation upon request;
- d. BMO will arrange for the completion of the Loan Agreement and any other Bank Forms required

9.3 BMO Loan: Application Approval Process:

- a. After completing an Application with BMO, successful Applicants will receive Conditional Approval, a Loan Agreement, and Mortgage (An option for review by the Applicant's lawyer must be provided at this point);
- b. If approved, BMO will provide the Applicant(s) and the Oneida Housing Department with a 'Conditional Approval' form and indicate the details of the agreement including the loan amount, payment amounts, etc.;
- c. The Housing Department will provide the Applicant(s) with a Loan Requirements Package and explain the procedures for its completion thoroughly (see Section 9.2b for documentation included in a complete application);
- d. The Loan Agreement will be retained by BMO and a copy given to the Borrower. The Mortgage and the original LTA will be retained within the Department of Housing, Lands and Estates;
- e. The Applicant(s) must begin obtaining all required documents for the loan requirements (See Section 9.2b);
- f. The Applicant will submit the Plot Plan to BMO detailing the dimensions of the lot, location of house, location of septic system, location driveway, location of waterline and hydro line. BMO will fax a copy to the Housing Department;
- g. The Applicant must call the Housing Department to arrange for a Designated Housing Inspector and the Environmental Health Officer to review the proposed work project. (A Fee* shall be collected from the Applicant by BMO and remitted to the Secretariat for this service. *Fee is \$520.00 but is subject to annual increase at the discretion of BMO);
- h. The Applicant must deposit 5% of the cost estimate to BMO and/or submit invoices to BMO verifying that 5% of the cost estimate has been spent preparing the land (ie. land purchase, clearing land, installing driveway, waterline, septic, hydro, etc);
- i. Once all application requirements are complete, an internal review of the completed application file will be done by the Housing Coordinator to ensure all requirements have been met. A Housing Department Staff shall notify BMO in writing that the Applicant(s) successfully completed the application requirements and forward the file to the Administrator;
- j. The Administrator will review the file and make a recommendation to Oneida Council that the applicant be given Final Approval for a loan;

- k. A Letter of Understanding must be signed by the Applicant and witnessed by the appropriate Portfolio Holder from the Oneida Council confirming that the Applicant has read and understood the Loan Agreement & Mortgage terms and is fully aware of the consequences of Default;
- l. The Administrator shall arrange a meeting with the designated Oneida Council Portfolio, the Applicant, and BMO representative to present the application package in order to obtain approval from the Oneida Council through a Guarantor Agreement (BMO Form LF42) and a BCR;
- m. BMO Representative will arrange for the completion of the Loan Agreement and any other required Bank Forms, formally issuing the loan to the Applicant.

NON-REPAYABLE HOUSING PROGRAMS

The Housing Department is responsible for providing the following non-repayable housing programs:

- a. Rental properties
 - i. General Rental Units
 - ii. Seniors Complex

- b. Grants
 - a. Senior's Grant for Emergency Home Renovation and Repairs
 - b. CMHC RRAP (and RRAP for disabled persons)**
 - c. CMHC HASI**

****This is an external program that is administered by the Oneida Nation of the Thames Housing Department only. All of Housing Policy and procedures do not apply to external programs.**

SECTION 10: RENTAL PROGRAM

10.0 Rental Program: General Rental Units:

- a. This is a program designed for Oneida individuals and families that are looking for a place to reside but do not wish to commit to purchasing or building a home. This rental program provides Oneidas with Rental Units that are adequate, safe, and secure in exchange for a monthly payment set according to the size/type of unit that is being rented

- b. Rental Units will be complete with all necessary appliances (including a fridge and stove).

- c. The Housing Administration is committed to making rental payments as affordable as possible. Therefore, Rental rates will be set at:

Unit Type	\$ Monthly Payment
1 Bedroom	\$360.00
2 Bedroom	\$410.00
3 Bedroom	\$500.00

- d. Tenant(s) who are clients of OW or ODSP will have rental rates set at a percentage of their monthly shelter allowances;

- e. Heat, hydro, water and sewage is to be paid by the Tenant(s)
- f. A Security Deposit (\$500.00) will be paid prior to taking residence in the unit
- g. A Pet Deposit (\$100.00) will be paid (if applicable) prior to taking residence in the unit
- h. Direct Payment method for monthly rent will be used when possible:
 - i. Rental payments coming from OW or ODSP clients shall be paid directly to the Housing Department
 - ii. Rental payments coming from individuals employed by the Oneida Nation of the Thames shall come directly off their bi-weekly paycheque***
 - iii. Rental payments for those who are members of the Elected Council of the Oneida Nation of the Thames shall be deducted directly from their honoraria cheques

*** Payroll deductions will be made in accordance with the Oneida Nation of the Thames Employment Policy and the Canada Labour Code Section 254.1 (c) wherein the Housing Agreement and Payroll Deduction Form shall serve as written authorization by the employee for automatic payment withdrawals from paycheques.

10.1 Rental Program: General Rental Unit Eligibility Criteria:

- a. Applicant(s) must be Members of the Oneida Nation of the Thames
- b. Applicant(s) must be eighteen (18) years of age or older
- c. Applicant(s) must be willing to attend mandatory Training Sessions on home Maintenance
- d. Applicant(s) must be willing to provide at least two (2) personal references
- e. Applicant must be willing to complete financial assessment form and provide pertinent documentation as required
- f. See Appendix F for *Rental Program: Application Review and Points System*

10.2 Rental Program: Oneida Seniors Complex:

The Oneida Seniors Complex is designed for people who are at least sixty (60) years of age OR are living with a disability. It is designed for those wishing to live independently and do not require full-time care providers.

- a. Rental Units in the Oneida Seniors Complex will be complete with all necessary appliances (including a fridge and stove).

- b. Heat, hydro, water, and sewage as well as exterior and interior maintenance of common areas of the property and building is provided for the Tenant;
- c. The Housing Department is committed to making rental payments as easy and affordable as possible:
 - i. Monthly rental payments will be set according to the size/type of unit and the number of occupants;
 - ii. Rental payments for individuals who are clients of OW or ODSP will have rental rates set at a percentage of their monthly shelter allowances;
 - iii. Rental payments coming from OW or ODSP clients shall be paid directly to the Oneida Housing Department;
 - iv. Rental payments coming from individuals employed by the Oneida Nation of the Thames shall come directly off their bi-weekly paycheque***;
 - v. Rental payments for those who are members of the Oneida Council shall be deducted directly from their honoraria cheques;

*** Payroll deductions will be made in accordance with the Oneida Nation of the Thames Employment Policy and the Canada Labour Code Section 254.1 (c) wherein the Housing Agreement and Payroll Deduction Form shall serve as written authorization by the employee for automatic payment withdrawals from paycheques.

10.3 Rental Program: Seniors Complex Eligibility Criteria:

- a. Applicant(s) must either be Sixty (60) years of age or older OR be living with a disability;
- b. Applicant(s) are NOT required to be Oneida Members (however, priority will be given to Oneida Members);
- c. Applicant(s) must be willing to provide at least two (2) personal references;
- d. Applicant must be willing to complete financial assessment form and provide pertinent documentation as required;
- e. See Appendix G for *Senior Citizen's Complex: Application Review and Points System*;

10.4 Rental Program: Application Submission:

- a. A notice will be posted in the community when a rental unit becomes available to state the new vacancy and open a two-week application window. This notice shall remain posted for at least 2 weeks time prior to the end of the application window closure.
- b. All Applications submitted during a previous vacancy will not be kept on file.

- c. Applicants are responsible for re-submitting a completed application to the Oneida Housing Department for each new unit vacancy in order to be eligible for that Unit;
- d. The Following is required to complete a rental application file:
 - i. Signed Initial Application Form (See appendix J for *General Application* form or Appendix K for *Senior Citizen's Complex Application Form*);
 - ii. Membership confirmation;
 - iii. Good Reference (land lord);
 - iv. Good Reference (character reference);
 - v. Proof of good payment history - ie. has no missed payments in the past year, or has missed payments but has taken the appropriate steps to initiate a new payment process;
 - vi. Verification of Debt (EQUIFAX);
 - vii. Verification of income/employment/disability;
- e. Completed application files must be submitted by Applicant(s) to the Oneida Housing Department during the timeframe stated in the notice;
- f. If requested, the Housing Staff will provide support and advice necessary to assist in completing and obtaining all documents to meet Rental Program Application Requirements stated above in Section 10.4c;

10.5 Rental Program: Application Approval Process:

- a. After ensuring applications are completed, the Housing Coordinator will forward all applications to the Housing Administrator;
- b. Upon receiving a completed application the Housing Administrator will assess it according to the *Rental Program: Application Review and Points System* (see Appendix F);
- c. The Housing Administrator will select the application with the highest number of points for approval and forward the recommendation to the Housing Committee for acknowledgement;
- d. The Administrator will forward the approved application to the Housing Coordinator so a Rental Agreement can be prepared (See Appendix O for blank Rental Agreement);
- e. The Housing Coordinator will arrange a meeting with the Housing Administrator and Tenant to sign the Rental Agreement. The Tenant(s) signature(s) will indicate that he/she/they agree(s) to all the terms and conditions of the Rental Agreement. (NOTE: The Direct Payment Form must also be signed at this time);

- f. The signed rental agreement will be forwarded to the CEO or DOO by the Administrator for signature. Once the Rental Agreement is signed by the CEO of DOO, the Tenant(s) is formally approved and may take occupancy of the unit according to the terms of the Agreement;
- g. The Housing Coordinator will notify the Oneida Nation of the Thames Finance Department of the Approval so an account can be set up for the Tenant;

10.6 Rental Agreement:

- h. Rental Agreements must be signed by the Tenant(s) and CEO or DOO in order to formally commence the Tenant(s)' rental term and occupancy of the rental unit. Signing the Rental Agreement confirms both the Tenant and the Oneida Nation of the Thames mutual agreement to abide by all terms and conditions specified the Rental Agreement (See Appendix O for a blank Rental Agreement)
- i. The Rental Agreement includes the following information:
 - i) Names of the person(s) renting the unit
 - ii) Location and address of the Rental Unit
 - iii) Monthly Rental Amounts/Payments
 - iv) Terms and Conditions
 - v) Tenant Rules and Regulations
 - vi) Default Procedures
 - vii) Insurance Requirements
 - viii) Maintenance Repair Responsibilities

10.7 Rental Agreement: Terms and Conditions:

- a. Tenants will be responsible for providing monthly Rental Payments directly to the Housing Department on or before the first (1st) of every month.
 - i) Individuals on **ONTARIO WORKS or Ontario Disability Support Program** will have rent taken directly from their shelter allowances
 - ii) **Individuals employed by Oneida Nation of the Thames** will have Monthly rental payments taken directly from their pay***
 - iii) Individuals who are serving as a member of **Elected Council** shall have payments directly taken from honoraria

*** Payroll deductions will be made in accordance with the Oneida Nation of the Thames Employment Policy and the Canada Labour Code Section 254.1 (c) wherein the Housing Agreement and Payroll Deduction Form shall serve as written authorization by the employee for automatic payment withdrawals from paycheques.

- b. Tenant(s) will pay all utilities in connection with the rented premises, including all heat, hydro, Propane, Electricity, Sewage, Garbage and Water. **NOTE: This excludes Tenant(s) of Senior Citizens Complex where all mentioned amenities are provided.**
- c. Tenant(s) will be required to pay the First and Last Month's rent prior to taking occupancy of the rental unit
- d. Tenant(s) will be required to pay a \$500.00 Security Deposit. This deposit is meant to cover damages that may occur to the Unit during tenant occupancy and is to be returned to the Tenant when he/she leaves the Unit, provided no damages (beyond reasonable wear and use) have occurred to the Unit. Photographs taken prior to each Tenant's occupancy of a Unit will be taken in order to verify damages.
- e. Tenant(s) are required to pay a \$100.00 Pet Deposit and obtain written permission from the Administrator any pet. Any pets residing with the Tenant(s) in the Rental Unit must be mentioned on the Rental Application. Written approval for pets obtained after the signing of the original Rental Agreement must also be obtained from the Administrator and the \$100.00 Deposit provided prior to the pet's entrance into the Unit. The Pet Deposit is to be returned to the Tenant upon vacating the rental unit provided NO pet-related damages to the unit have been sustained
- f. The Tenant(s) is responsible for obtaining full tenants' insurance coverage. Oneida Nation of the Thames will not be held responsible for any loss of personal contents. Tenant must provide a copy of Tenant's Insurance to the Housing Department prior to move-in date.
- g. Tenant(s) are required to attend Mandatory training sessions as arranged by the Housing Department. These sessions will provide information for Tenants on Home Maintenance Requirements and provide a review of the Terms and Conditions and Rules and Regulations of the Rental Agreements
- h. Tenant(s) must provide sixty (60) days notice to the Oneida Nation of the Thames Housing Department prior to leaving a Rental Unit.
- i. Tenant(s) are responsible for obtaining written approval for additional occupants that were not identified in the original Rental Agreement. Written approval for additional occupants must be obtained from the Housing Coordinator. Failure to comply will be assessed on a case-by-case basis by the Housing Administrator with the fully authority to utilize enforcement measures for the removal of the unauthorized Tenant if deemed necessary.

- j. Tenant(s) are responsible for obtaining written approval for pets that were not identified in the original Rental Agreement. Written approval for pets that have not been originally mentioned on the Rental Agreement must be obtained from the Housing Committee. A pet deposit of \$100 will be required. This deposit will be repaid at the end of the Tenant(s)' occupancy of the rental unit if no pet damages have occurred. Failure to comply will be assessed on a case-by-case basis by the Housing Committee with the full authority to utilize enforcement measures for the removal of the pet or Tenant as deemed necessary.
- k. The Tenant(s) is responsible for reporting any repairs the Rental Unit requires to the Housing Coordinator as soon as they are noticed. Tenant shall provide immediate written notice of any accident or any other defect in the water pipes, propane pipes or heating apparatus, electrical or other structural damage.

Tenant(s) is responsible to repair damages caused by Tenant action or negligence. The cause of damages and the required repairs will be determined by a Designated Housing Inspector. Repairs deemed the fault of the Tenant(s) must be carried out according to the Designated Housing Inspector's recommendation at the cost to the Tenant within a three (3) month timeframe.

- l. The Housing Department must cover costs of necessary repairs for the Rental Unit NOT caused by the action or negligence of the current Tenant(s). Repairs that fall into this category are those having to do with the structure, whether deemed to be major or minor, heating electrical, water, or a major deficiency of sorts that is not deemed the responsibility of the Tenant(s) or guests and which makes the premises unfit for habitation if not corrected.

Disagreements concerning cause of Rental Unit damages and repair costs will be taken to the Housing Committee to be resolved

- m. The Housing Department is responsible for ensuring that the Rental Unit is equipped with functioning appliances (including a fridge and stove)
- n. The Housing Department is responsible for ensuring the Rental Unit is in a good state of repair and fit for habitation prior to Tenant occupancy

The Housing Department will arrange for annual inspections on each of the Rental Units for the purpose of identifying repairs or maintenance that is required. These inspections will be carried out by a Designated Housing Inspector. A notice to the Tenant(s) with dates and times of upcoming inspections is to be issued at least 24 hours in advance of each inspection.

No Housing Department Staff or Staff Designate shall be permitted to enter rented premises until first supplying the Tenant with written notice given at least 24 hours prior to the time of entry. Staff entry shall be made during the daylight hours. (Unless Staff entrance is deemed an emergency)

If deemed necessary in an **Emergency** situation, a Housing Department Staff or Staff Designate will be permitted to enter the rented premises and deal with the crisis without prior written notice to the tenant, and outside of daylight hours

Oneida Nation of the Thames Elected Council and Housing Department reserve the right to make any further rules and regulations that are necessary to maintain the safety, care, and cleanliness of the unit and to preserve good order of the premises for the safety and well being of current and future Tenant(s), their neighbors, and community

10.8 Rental Agreement: Tenant Rules and Regulations:

- f. The Rules and Regulations applying to the Tenants are applicable and binding on the Tenant(s) as well as her/his family, visitors, guests, clerks, and agents.
- g. Tenant(s) must maintain their private rented premises in good condition, repair, and in an ordinary state of cleanliness
- h. Tenant will not at any time, without written consent from the Oneida Nation of the Thames, use or permit the premises to be used for any business purposes or any other purpose that is not residential
- i. The Tenant(s) shall not, during the occupancy of the premises, alter or cause to be altered the locking system on any door giving entry to the premises or the building, unless there is mutual consent clearly established between the Housing Coordinator and the Tenant
- j. Tenant(s) shall keep sidewalks affronting the premises clear of ice and snow and shall also keep the roadway affronting the premises free of any obstruction to allow for snow removal equipment during the winter months. The Tenant(s) shall also be responsible for cutting the grass around their premises during the summer months. **NOTE: This does not apply to Tenants in the Senior Citizen's Complex)**
- k. Tenants will not grow, make, or sell drugs or alcohol out of the leased premises. Tenants will not smoke in the common areas of the Senior Citizens Complex.

- l. Only Pets with written permission obtained from the Administrator are permitted to reside in the unit (Pet Deposit of \$100.00 is required).
- m. Pets in the Senior Citizens Complex are not to be left unleashed or unsupervised in the common areas of the Senior Citizens Complex.

SECTION 11: SENIORS GRANT FOR EMERGENCY HOUSING REPAIRS AND RENOVATIONS

11.0 Seniors Grant: Overview:

- a. This program designed for Oneida homeowners who are over the age of sixty (60) and need to do minor renovations or repairs on their home. Applicants can receive up to **\$8000** in grant money to complete essential repairs to their homes. This money does **NOT HAVE TO BE REPAYED** to the Housing Department;
- b. This Grant program is used to fund **ESSENTIAL REPAIRS** needed to maintain structural integrity and/ or to bring the home up to applicable housing code and ensure at least a minimal level of health and safety. This grant will not be for esthetic repair purposes, nor for repairs caused by homeowner neglect (See Appendix X for Checklist to Avoid Homeowner Neglect);

11.1 Seniors Grant: Eligibility Criteria:

- a. Applicant must be a registered Oneida Band Member according to the Oneida Membership Guidelines;
- b. Applicant must be sixty (60) years of age or older;
- c. Applicant must be the Homeowner and occupant for the Unit intended for repair;
- d. Applicants must not have received a loan in the past five (5) years or be in default of loan repayment;
- e. Applicants be able to demonstrate financial need; financial assessment must include total household income;
- f. Applicants must be able to provide proof they are collecting Old Age Pension, Old Age Security, Canada Pension and/or Ontario Disability Support Program;

- g. The Unit for which the Applicant is seeking repair must be at least five (5) years old;
- h. The Unit for Repair must be located on Oneida Settlement Lands;
- i. Applicants must complete and submit an application to the Housing Department;
- j. See Appendix H for *Senior's Emergency Repair and Renovation Grant: Application Review and Points System*;

11.2 Seniors Grant: Application Submission:

- a. There is no timeframe for Application submission; applications will be accepted at any time up until program funds have been depleted for that year;
- b. Applications will be assessed according to the *Senior's Emergency Repair and Renovation Grant: Application Review and Points System* (see Appendix H) and approved on a **first come first served basis**;
- c. Applications must be submitted yearly. All Applications submitted the previous year will not be kept on file for re-consideration. Applicants are responsible for resubmitting a completed application to the Housing Department the same year they intend to receive the grant;
- d. It is the responsibility of the Applicant to complete and submit an Application which includes the following documents:
 - i. Signed application form;
 - ii. Membership confirmation;
 - iii. Financial Analysis Form; Proof of Financial Need/ Social Assistance Program;
 - iv. Housing Inspection Report from Designated Housing Inspector;
 - v. Work Specifications - approved by Designated Housing Inspector;
 - vi. Two (2) cost estimates for Material and Labour to complete the renovation or repair project from two independent sources; the homeowner will then select the contractor of their choosing;
 - vii. Council Approved Land Transfer Agreement and Plan of Survey confirming ownership of the one (1) acre of Land or one-third (1/3) acre of serviced land upon which the unit resides;

- e. If requested, the Housing Department Staff will provide advice and assistance necessary to help complete and obtain the documents necessary for a complete application;

11.3 Seniors Grant: Application Approval Process:

- a. After ensuring applications are completed, the Housing Coordinator will forward all applications to the Housing Administrator;
- b. Upon receiving a completed application the Housing Administrator will assess it according to the *Seniors Grant for Emergency Home Renovations and Repairs: Application Review and Points System* (see Appendix H);
- c. The Housing Administrator will recommend those that have met eligibility requirements for approval and bring them forward to the Housing Committee for acknowledgement. Names and other means of personal identification will be omitted when recommendations are brought forward;
- d. The Approved Application files will be forwarded to the Housing Coordinator to notify the Applicant and arrange for the Service Contract to be signed;
- e. The Housing Coordinator will notify the Finance Department in order for an account for grant recipient;

SECTION 12. CMHC RESIDENTIAL REHABILITATION ASSISTANCE PROGRAM

12.0 CMHC RRAP Program: Overview:

- a. The CMHC (The Canadian Mortgage and Housing Corporation) offers RRAP (Residential Rehabilitation Assistance Programs) that offer financial assistance required to repair substandard homes to an acceptable standard for health and safety;
- b. RRAP financial assistance is non-repayable, **unless** a breach* of the terms and conditions set forth by the CMHC for RRAP financial assistance occurs. *Breach is caused by leaving the place of residence that was approved for repair before the amount of time specified in the agreement (up to five (5) years) elapses. **In this case, all financial assistance monies granted through RRAP will become 100% repayable** by the program recipient.
- c. RRAP programs are geared towards households on-reserve that have a limited income (up to \$42,500 per household) and lack basic facilities or require major repair in one or more of the following categories:
 - Structural;
 - Electrical;
 - Plumbing;
 - Heating or;
 - Fire safety
 - (Assistance may also be available to address a problem with overcrowding)
- d. There is funding available through RRAP as well as RRAP for disabled persons. Applicants may apply for the regular RRAP and the disabled RRAP assistance at the same time and receive the combined dollar (\$) amount;
- e. Funding for all RRAP programming is limited. It is therefore recommended that the application process be completed early in the fiscal year;
- f. The maximum amount granted for all RRAP programs in our geographical area is \$16,000 per applicant, per program. (This amount is subject to change at the discretion of the CHMC on an annual basis);
- g. Repair work completed prior to RRAP approval is not eligible for financing through any RRAP program.

12.1 CMHC RRAP PROGRAM: Eligibility Criteria:

*Eligibility criteria according to CHMC policy. This criteria is not within the control of the Oneida Nation of the Thames Chief & Council or Administration and is subject to change and interpretation at the discretion of CMHC:

- a. Applicant(s) must be a member of the Oneida Nation of the Thames;
- b. Applicant(s) must be at least eighteen (18) years of age or older;
- c. Applicant(s) must be the legal owner and occupant of the home intended for repair;
- d. Applicant(s) must not have received RRAP assistance in the past 5 years;
- e. The Applicant(s) Total Household Income must be below \$42,500.00;
- f. The home for repair must be a permanent structure located on Oneida Nation of the Thames settlement lands that lack basic infrastructure related to: structure, electrical, plumbing, heating, fire safety or accessibility related to a disability (problems associated with overcrowding may also be considered).

12.2 CMHC RRAP PROGRAM: Application Submission and Approval Process:

- a. All applications will be approved through CMHC;
- b. It is the responsibility of the Applicant to approach the Oneida Housing Department to seek eligibility and application information and advice;
- c. It is the responsibility of the Housing Department to provide advice and assistance in the application submission and approval process if requested/required by an Applicant;
- d. Applicants must obtain and complete a RRAP Application Form (See Appendix L). This form is available at the Housing Department or the Oneida Website. Completed Applications must include:
 - i. Membership verification;
 - ii. Income Verification;
 - iii. Work Specifications – approved by Designated Housing Inspector;
 - iv. Two cost estimates from two different qualified contractors to complete the work (estimates must show material and labour costs - Homeowner selects).
- e. The Application and estimates are to be submitted to the Housing Coordinator to be forwarded to CMHC RRAP for their review and approval;
- f. Housing Department is responsible for administering the program once CMHC notifies of RRAP approval. CMHC will notify the Applicant through an approval letter and Promissory Note with a carbon copy provided to the Housing Department;

- g. A Promissory Note indicating the terms and conditions of the program must be signed by the Approved Applicant/Homeowner;
- h. The Housing Coordinator will notify Finance of the Approval so an account can be set up for the Applicant;
- i. The Housing Coordinator arranges a meeting between the Applicant and the Contractor to sign the Service Contract so repair work may begin accordingly.

SECTION 13: CMHC HOME ADAPTATIONS FOR SENIORS' INDEPENDENCE

13.0 CMHC HASI Program – Overview:

- a. HASI financial assistance is non-repayable, **provided the occupant agrees to continue to occupy the unit for the loan forgiveness period of SIX MONTHS.** Breach of this agreement makes all **financial assistance granted through RRAP to become 100% repayable** by the program recipient;
- b. HASI is geared towards minor items that meet the needs of seniors with an age-related disability. NOTE: All adaptations should be permanent and fixed to the dwelling. They could be:
 - Handrails;
 - Easy to reach work and storage areas in the kitchen;
 - Lever handles on doors;
 - Walk-in showers with grab bars;
 - Bathtub grab bars and seats;
- c. Funding for all HASI programming is limited. It is therefore recommended that the application process be completed early in the year;
- d. Applicants may apply for HASI as well as RRAP and RRAP for disabled persons at the same time and receive the combined dollar (\$) amount;
- e. Repair work completed prior to CMHC approval is not eligible to be financed through the HASI program.

13.1 CMHC HASI PROGRAM – Eligibility Criteria:

*Eligibility criteria accords to CHMC policy. This criteria is not within the control of the Oneida Nation of the Thames Chief & Council or Administration and is subject to change and interpretation at the discretion of CMHC:

- a. Applicant(s) must be a member of the Oneida Nation of the Thames;

- b. Applicant(s) must be at sixty-five (65) years of age or older;
- c. Applicant(s) must be the legal owner and occupant of the home intended for repair;
- d. The Applicant(s) Total Household Income of must be below \$42,500.00;
- e. Applicant(s) must not have received HASI assistance in the past 5 years;
- f. The home for repair must be a permanent structure located on Oneida Nation of the Thames Settlement Lands.

13.2 CMHC HASI PRORGRAM: Application Submission and Approval Process:

- a. All applications will be approved through CMHC;
- b. It is the responsibility of the Applicant to approach the Oneida Housing Department to seek eligibility and application information and advice;
- c. It is the responsibility of the Oneida Housing Department to provide advice and assistance in the application submission and approval process if requested/required by an Applicant;
- d. Applicants must obtain and complete an Application form. This form is available at the Oneida Housing Department or Oneida Website. Completed Applications must include:
 - i. Membership verification;
 - ii. Work Specifications – approved by Designated Housing Inspector;
 - iii. Income verification;
 - iv. Two cost estimates from two independent qualified contractors to complete the work (estimates must include material and labour costs);
- e. The Application and estimates are to be submitted to the Housing Coordinator to be forwarded to CMHC for their review and approval.
- f. Housing Department is responsible for administering the program once notified by CMHC of HASI approval. CMHC will notify the Applicant through an approval letter and Promissory Note with a carbon copy provided to the Oneida Housing Department;
- g. A Promissory Note indicating the terms and conditions of the program must be signed by the Approved Applicant/Homeowner.
- h. The Housing Coordinator will notify the Finance Department of the Approval so an account can be set up for the Applicant;
- i. The Housing Coordinator will arrange a meeting between the Applicant and the Contractor to sign the Service Contract so repair work may begin accordingly.

Glossary

Administrator for Housing Lands and Estates (Administrator): The person Employed by the Oneida Nation of the Thames Administration who is responsible for the immediate oversight and management of the Department of Housing, Lands and Estates. Reports to the CEO and DOO.

Applicant: The individual who is applying to any Housing Program provided or administered by the Oneida Nation of the Thames Housing Department.

Application Acceptance Window: The timeframe during which applications for different Housing Programs are accepted by the Housing Department. Application Acceptance Windows vary between different Housing Programs and circumstances. They are advertised publicly within Oneida Settlement lands and on the Oneida Website.

Application Review Checklist and/or Points System: All Housing Programs have their own Application Review Checklist and/or Points System that is to be used during the Application Approval Process to ensure each application submitted is assessed in a fair, consistent, and transparent manner. The Application Review Checklists and Points Systems for each Housing Program are developed to help realize the goal of having a variety of Housing Programs that can together meet the varying needs and circumstances of every person in Oneida. They are developed in order to ensure fair and equitable access amongst all eligible applicants for each program.

Application Approval Process: Each application for Housing Programs must undergo an Application Approval Process to ensure that all applications are assessed fairly. Each Housing Program has its own Application Approval Process.

Approved Applicant(s): One or more individuals that has received Final Approval on his/her/their application for a Housing Program. This person may also be referred to as the “Loan Recipient”, “Borrower”, “Tenant”, “Account Holder” or “Homeowner”, depending on the circumstances and which program the applicant has been approved for.

Bank Of Montreal (BMO): An independent financial institution that can provide loans to qualifying Oneida individuals (as per BMO’s loan requirements) with the Oneida Nation of the Thames Elected Council signing as the guarantor for those individuals.

Borrower: The Homeowner(s) who has been formally approved for a Housing Loan by signing a Loan Agreement. This person also referred to as the “Loan Recipient(s)”. Each Borrower(s) must have his/her name on the Land Transfer Agreement that confirms ownership of the property on which the home that is to be built/repaired is/will be situated (if there are two Borrowers, both parties names must be included on the LTA).

The Borrower(s) are responsible to repay the full amount of the Loan issued back to the Lender (the Oneida Nation of the Thames) according to the terms of the Loan Agreement to which he/she is signatory. In the case of two borrowers, all repayment responsibilities are shared equally.

Contractor: Any person who takes responsibility for facilitating new construction or renovation/repair work. This person is generally a journeyman carpenter person according to the Ontario Ministry of College and University.

Canada Mortgage and Housing Corporation (CMHC): Canada's national housing agency: a government-owned corporation that serves as Canada's premier provider mortgage loan insurance, mortgage-backed securities, housing policy and programs, and housing research. CHMC provides several on-reserve housing programs (RRAP, HASI & Section 95) that are administered by the Oneida Nation of the Thames Housing Department.

Chief Executive Officer (CEO): The senior executive in charge of the Oneida Nation of the Thames Administration. Reports to the Oneida Chief & Council.

Conflict of Interest: a conflict between the private interests and the official responsibilities of a person in a particular role or position.

Default: Any failure to abide by the conditions, terms, or agreements established the Housing Policy, Housing Program Guidelines, and/or any Agreement with the Housing Department that a party is signatory to. Default procedures may end in Foreclosure and Eviction.

The Department: The Oneida Nation of the Thames' Department of Housing, Lands and Estates in which the Housing Department is situated.

Designated Housing Inspector: A Housing Inspector that meets the qualifications set forth by the Southern First Nation Secretariat.

Director of Operations (DOO): The person who oversees and manages the day-to-day activities of the programs/divisions as assigned by the CEO for the Oneida Nation of the Thames Administration. This position focuses on the systems and procedures required to accomplish the overall mandates. Reports to the CEO.

Elected Oneida/Council: The Elected Chief and Council, of the, Oneida Nation of the Thames.

Emergency: An unexpected and potentially dangerous situation that requires immediate action or special attention.

Emergency Renovations or Repairs: Repairs or renovations caused by unforeseen and unavoidable circumstances that require immediate attention. Areas more often considered emergencies have to do with health and safety concerns, damages due to fire or natural disaster, or disabilities. (See Section 8.3 for Emergency Repair Classification, or Section 11 for Seniors Grant for Emergency Repairs)

Foreclosure: The process by which a person's interest in a property (land and house), including his/her right to occupy its premises, is extinguished entirely.

Final Approval: Official recognition that an Applicant has met applicable Eligibility Criteria and has been approved for the Housing Program to which he/she has applied. Final Approval is generally granted through the signature of a Housing Agreement (and associated documents) or a Service Contract.

Fiscal Year: a 12-month period at the end of which all accounts are completed in order to provide a statement of Oneida Nation of the Thames financial condition or for tax purposes. A fiscal year does not necessarily correspond to a calendar year. The fiscal year for Oneida Nation of the Thames is April 1st to March 31st.

Grant: A sum of money given to an Approved Applicant from the Oneida Nation of the Thames for a particular housing purpose that does not have to be returned or repaid.

Guarantor: Oneida Nation of the Thames serves as the Guarantor for Loan Dollars provided through external bodies such as BMO. The Guarantor provides financial backing to these external bodies in case of Default by the individual Borrower. The Guarantor is responsible for signing a BCR indicating the details of their financial backing for each loan approved.

Homeowner: The person who holds the deed to the home regardless of whether or not that person is living in that home or renting it out to a tenant. This is the person who is responsible for the general maintenance and insurance of the home regardless of whether she/he is living in the said home or is renting it out to a tenant.

Homeowner Neglect: A failure to carry out routine home maintenance and/or general home upkeep activities causing unnecessary deterioration or wear to a home and generating the need for pre-mature and/or avoidable repairs. Homeowners are responsible for using their own finances to cover the costs of general home maintenance and any repairs caused by Homeowner Neglect. Repairs required because of Homeowner Neglect will not be financed by the Oneida Nation of the Thames Housing Department. (Please see Appendix X for a Checklist to avoid Homeowner Neglect)

Housing Clerk: The Housing Department, clerical staff person, responsible for assisting the Housing Coordinator, in the administration of housing programs and services. Reports to the Housing Coordinator.

Housing Coordinator: The Housing Department Staff person responsible for coordinating the administration of all of the Housing Programs and Services. Reports to the Administrator for Housing, Lands and Estates.

Housing Program: A Program administered or provided to Oneida Members through the Housing Department

Housing Department: The Division of the Oneida Nation of the Thames' Department of Housing, Lands and Estates that administers and manages all Housing Programs and Services.

Housing Staff: Any person employed by the Oneida Nation of the Thames Administration and works in the Housing Department. Current Housing Staff titles include: Administrator for Housing, Lands and Estates; Housing Coordinator; Designated Housing Inspector; Property Manager; Maintenance person; and Housing Clerk. (See Appendix B for all Housing Staff Roles and Responsibilities)

Lender: The party that has signed a Loan Agreement issuing a set amount of money to the Borrower with the expectation that his money will be paid back according to the terms of the Loan Agreement to which Lender and Borrower are signature. Oneida Nation of the Thames is the Lender for all internal Housing Programs provided by the Housing Department. Other parties assume the Lender title for external loan programs administered by the Housing Department.

Land Transfer Agreement (LTA): A document obtained from the Department of Housing, Lands and Estates stating official title to land or property located within Oneida Nation of the Thames Settlement Lands. Land Transfer Agreements must be signed by both parties who are participating in the Sale or Transfer of land; they must be witnessed by an Employee of the Oneida Nation of the Thames Lands and Estates Division; they must have Council Approval; and, they must have an attached survey of the land claimed with a dated Council stamp of approval. LTAs include the name and band number of the parties involved in the transfer, the lot and concession number, and the acreage of the land. In order to provide proof of ownership of a property a letter from the Lands and Estates Division of the Oneida Nation of the Thames must also be written and signed by the designated Lands and Estates employees. This letter indicates that the land transaction has been entered into the Oneida Lands Registry System and that a survey of the land claimed has been completed with a dated Council stamp of approval

Loan: The sum of money that is lent to the Loan Recipient/Borrower that is “**Approved**” by the Oneida Nation of the Thames for a particular housing purpose. All Loans are provided by the Oneida Nation of the Thames Housing Department have a requirement of 100% repayment to the Housing Department with an additional 4% administrative fee. All Terms and Conditions of the Loan are to be specified in the Loan Agreement

Loan Agreement: A contractual document signed by the Loan Recipient(s)/Borrower(s) and a designated representative of the Oneida Nation of the Thames (usually the Chief Executive Officer or Director of Operations) which formally issues the Loan according to the Terms and Conditions listed in the agreement. A Direct Payment Form, a Disposition of Property Form, and an LTA transferring title of the said land to the Oneida Nation of the Thames – the “Lender” must also be signed by the Loan Recipient at the time he/she signs the Loan Agreement (See Appendix M for *New Housing Loan Agreement* and Appendix N for *Home Renovation or Repair Loan Agreement*)

Loan Recipient: The Homeowner(s) who has been formally approved for a Housing Loan by signing a Loan Agreement (also referred to as the Borrower(s). Each Loan Recipient must have his/her name on the Land Transfer Agreement confirming ownership of the property on which the home that is to be built/repared is/will be situated (if there are two Loan Recipients, both parties’ names must be included on the LTA). The Loan Recipients are responsible to repay the full amount of the Loan issued back to the Lender (the Oneida Nation of the Thames) according to the terms of the Loan Agreement to which he/she is signature. In the case of two Loan Recipients, all repayment responsibilities are shared equally.

National Occupancy Standards (NOS): Standards prescribing the suitable living conditions relative to the number and situation of people that will occupy a home. NOS set out the following:

- A maximum of 2 and minimum of 1 person per bedroom
- Parents are eligible for a bedroom separate from their children
- House hold members aged 18 or more are eligible for a separate bedroom unless married or otherwise cohabitating spouses
- Dependants aged 5 or more of opposite sex cannot share a bedroom

Oneida Member: A registered member of the Oneida Nation of the Thames according to the Oneida Nation of the Thames Membership Code

Oneida Nation of the Thames: A member community of the Oneida Nation that is comprised of Settlement Lands located in the County of Middlesex in South western Ontario

Over-crowding: An living arrangement; wherein, the number of inhabitants, exceeds the number of rooms – prescribed by, the National Occupancy Standard (NOS), for suitable living conditions.

Rental Agreement: A contractual document that outlines the terms and conditions for the Landlord and Tenant(s) for the rental of Housing Units owned by the Oneida Nation of the Thames. This document is to be signed by the Tenant and Housing Administrator to document both parties' agreement to abide by all terms and conditions specified therein as well as to signify the commencement of the Tenant's rental term and occupancy of the rental unit. (See Appendix O for blank Rental Agreement)

Repair or Renovation: improvements to existing housing features (including but not limited to doors, windows, stairs, decks, roofs, bathroom modifications and furnace repair/replacements) that are needed to maintain structural integrity of the home, to bring a home up to applicable housing code standards, and to ensure that all minimum shelter, healthy, and safety needs of the home's inhabitants are met

Service Contract: A signed contract document, between the; "Contractor and Homeowner". It may be regarding the project that is to be financed through a Housing Loan or Grant provided by the Oneida Nation of the Thames Housing Department. This Contract outlines the Terms and Conditions of the work that is to be completed including Work Descriptions, Contractor obligations, Contractor costs and progress payments, and terms of contract termination. This document must be signed by both the Homeowner and Contractor, and must also be witnessed by the Housing Coordinator or Housing Department Staff Designate. These signatures formally document both parties' agreement to the terms by which the repair or renovation work is to be completed and allow this work to commence. (See Appendix Q for blank Service Contract)

Tenant: The individual who has signed and agreed to the Terms and Conditions of the Rental Agreement and has taken up residency in a housing unit owned by the Oneida Nation of the Thames in exchange for a monthly payment accordingly.

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