



SIKSIKA NATION HOUSING POLICY

Approved by Ohkinniinaa and Ninaaks

February, 2024

Preamble

We have been here since time immemorial. We are still here.

Our people are of this land. Our identity and membership in our community or Nation, has been and will always be determined by our relationships and our responsibilities with the land. This is our law, and living it is fundamental to our survival as a community/Nation. Looking ahead through next generations, we will continue to decide who belongs to our community/Nation – all of our relations in life.

Siksika Nation identifies housing as Treaty Right notwithstanding that the Government of Canada has not acknowledged nor accepted that Treaty People have a right to housing under the Treaties.

Canada does not provide adequate funding for housing programs and services.

We are dedicated to ensuring that the terms, spirit, and intent of our Treaty is honoured and respected.

The mission of this Policy shall be:

- (a) Promoting the cultural integrity, social communal harmony and economic stability of the people of Siksika Nation;
- (b) Safeguarding the use of the Siksika Lands and occupancy for the benefit of Siksika'i'koan;
- (c) Safeguarding the use of the Siksika Nation housing assets for the benefit of Siksika'i'koan;
- (d) Setting out the rules for Siksika Nation's housing program and occupancy for Siksika'i'koan; and
- (e) Protecting the continued existence of Siksika'i'koan.

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PART 1: PURPOSE, AUTHORITY AND ADMINISTRATION

1.1 EFFECTIVE DATE AND AMENDMENTS

- .1 In accordance with its power to provide for the administration and management of Siksika Lands and Siksika Housing and in accordance with Siksika Nation's custom, traditions, and beliefs, the Siksika Nation hereby declares and enacts this Policy to govern matters concerning residency and housing on Siksika Lands as of February 20, 2024. A copy of the Band Council Resolution enacting this policy can be found in Appendix A.
- .2 This Policy shall be reviewed by the Housing Department annually and recommendations for changes be forwarded to Ohkinniinaa and Ninaaks to approve the amendments.
- .3 Only a Council Resolution may amend this Policy. Revisions, updates, and changes are recorded on the approval and amendments list in Appendix A.
- .4 Council must make any amendments to this Policy available to Siksika Citizens within 60 days following approval of such amendments to the Policy.

1.2 PURPOSE OF THIS POLICY

- .1 This Policy is intended to set out policy for managing the Nation's housing program. This includes:
 - a. Setting processes for application and allocation
 - b. Outlining responsibilities of tenants
 - c. Setting rent price
 - d. Creating enforcement and Eviction parameters
- .2 The objectives of Council as expressed in this Policy are to fulfil its commitment to provide better living conditions for the Siksika'i'koan, while operating in accordance with clear business principles and remaining fiscally responsible and accountable to Siksika'i'koan. As well as to administer a housing program that benefits all Siksika'i'koan while continuing to guide the Siksika Nation towards greater self-determination.
- .3 This Policy is based on the following objectives:
 - a. Siksika'i'koan be provided assistance in the provision of their basic housing needs on Reserve;
 - b. Continuous efforts be made to achieve steady improvements in the quality of living on Reserve;
 - c. All Siksika'i'koan be treated in a fair and equal manner in the distribution of Siksika Houses;
 - d. The Siksika Nation housing program be administered in a cost-effective, service-orientated and accountable manner;
 - e. Extend the life span of housing in the community by increasing the durability of new and existing housing;
 - f. Providing community members with a sense of pride in Siksika Houses; and
 - g. Replacing the short-term focus with long-term fair, stable housing policies and procedures.

1.3 INTERPRETATION

- .1 Whenever the singular expression is used in this Policy, where the context so permits, that expression is considered as including the plural and vice versa.
- .2 If there are any inconsistency between the Policy and any other enactment of the Siksika Nation, the provisions of the Policy shall prevail to the extent of such inconsistency.
- .3 Capitalized terms used within this Policy with the exception of Appendix E (Lease Agreement) shall have the meanings set out in Appendix B (Definitions).

1.4 AUTHORITY AND ADMINISTRATION

- .1 Authority of Ohkinniinaa and Ninaaks is delegated to Housing for the administration and management of housing programs and services.
- .2 Housing is an operational arm of the Siksika Nation Tribal Administration and therefore is subject to comply with all applicable and related legislation, laws, policies, practices, and protocols that are integral to the Siksika way of life.
- .3 This Policy applies to:
 - a. All existing and future Siksika Houses located on the Siksika Lands;
 - b. All housing projects, including construction, renovations, maintenance and repair programs;
 - c. All Siksika Citizens who have been allocated a Nation-owned house;
 - d. All Siksika Citizens who have made or will make an Application for Nation-owned housing.
- .4 This Policies are for the use and benefit of Siksika and Siksika Citizens, and for no other individual, group or organization.
- .5 Housing will establish annual housing priorities for housing for Siksika Citizens. Renovations and/or repairs will be based on capital budgets and the funding available from own source revenue, Canada Mortgage and Housing Corporation or Indigenous Services Canada programs. Housing priorities may include seniors, handicapped, single elderly, families, single-parent families, singles, off-Reserve Siksika Citizens or any other particular group within the Siksika Nation population that is considered to be in great need for housing assistance.
- .6 Issues that are related to land, residency, home ownership and market-based housing are not addressed within this Policy. Those will be addressed as Council approves those directives.
- .7 A copy of this Policy along with the attached appendices will be available at the Siksika Housing office and online for the review of any Siksika Citizen.

1.5 ROLES AND RESPONSIBILITIES

- .1 **Ohkinniinaa and Ninaaks:** Ohkinniinaa and Ninaaks, as elected officials, are the final decision-making body for the Siksika Nation. They are responsible for adopting good governance practices that serve in the best interest of the entire community. A key function of governance is to enact by-laws and policies that will serve as guidelines for consistent, fair, and transparent decision-making.
- .2 **Housing Committee:** The housing committee is comprised of Siksika Nation Tribal Administration representatives to provide oversight and assessment of housing allocations. This group meets quarterly to review the Housing List and assess allocations processes. This committee may provide recommendations for changes to housing policies.

The committee members are as follows:

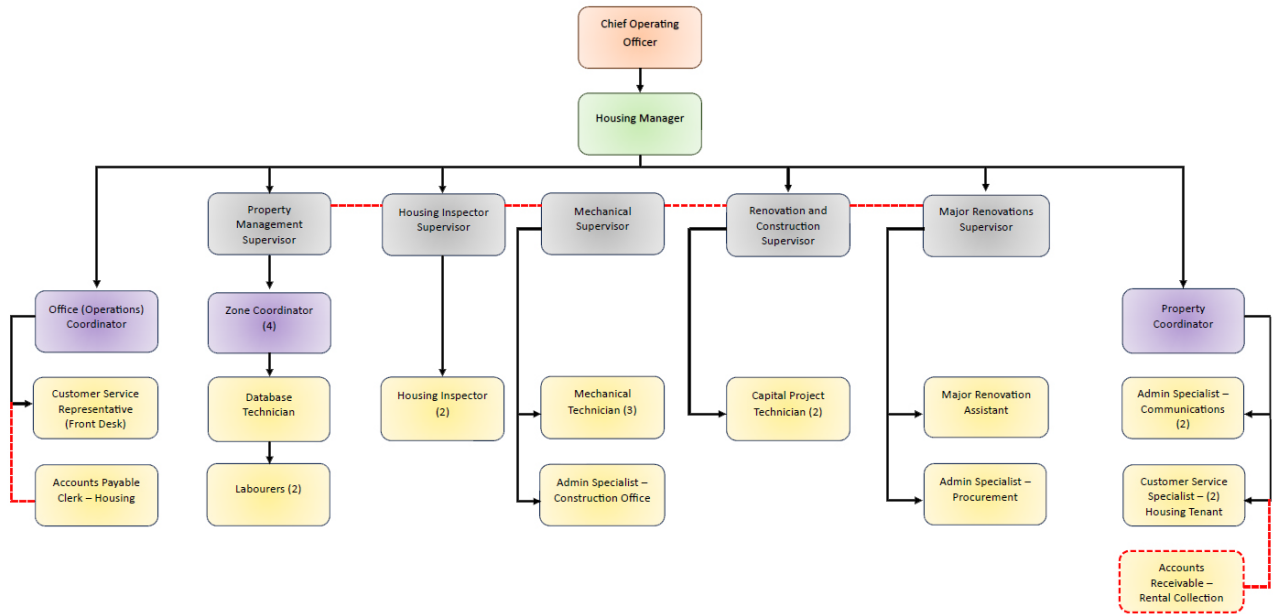
- Housing Manager
- Property supervisor;
- support centre manager;
- Chief Operating Officer*
- Tribal Manager*
- Siksika Child and Family Services Manager (Advisor); and
- Siksika Housing administrative staff.

* Attending as required

- .3 **Tribal Manager:** The Tribal Manager is an employee of Ohkinniinaa and Ninaaks and responsible for the daily operations of the Siksika Nation Tribal Administration. The Tribal Manager also serves as advisor and liaison between the direction of Ohkinniinaa and Ninaaks and the programs and services he/she manages in accordance with the parameters of applicable agreements, policies, and legislation.
- .4 **Housing Manager:** The Housing Manager is an employee of the Siksika Nation and reports directly to the Chief Operating Officer. He/she is responsible for planning, organizing, directing, and controlling the daily operations of the Siksika Housing in accordance with approved policies, procedures, and related agreement, acts, and regulations. The Housing Manager has specific financial authorities and is accountable for the overall management of the housing program areas, including collaboration with Public Works to coordinate delivery of services, development of procedure manuals for all position, training and development of staff, Application ranking process, minutes for of decision-making, quarterly and annual financial reporting.
- .5 **Siksika Housing:** The role of the Siksika Housing staff is to support the operations of Siksika Housing by carrying out specialized functions. Each program area has a team supervisor that oversees the function and supervision of staff. Supervisors report directly to the Housing Manager. Siksika Housing has four (4) program areas:

- a. Administration;
- b. Renovations;
- c. Property Management; and
- d. Major Construction.

Figure 1: Organizational Structure



PART 2: HOUSING APPLICATIONS, ASSESSMENT AND ALLOCATION

2.1 ELIGIBILITY

- .1 To be eligible to apply for a Siksika House, the following criteria applies to every Applicant:
 - a. Each person applying must be a Siksika Citizen who is 18 years of age or older;
 - b. A non-Siksika Citizen may apply for a Siksika House if they are the primary parent/guardian of one or more Minor Children (Supporting documentation is required);
 - c. Siksika Citizens cannot have any outstanding accounts owing to Housing or to the Siksika Nation; and
 - d. Siksika Citizens must have completed a Basic Home Maintenance Course prior to moving into a Siksika House.

2.2 APPLICATION PROCESS

- .1 Siksika Citizens and other Applicants are required to submit a completed Housing Application (Appendix C) to be considered for a Siksika House (also available at www.siksikahousing.com).
- .2 Applications can be submitted electronically or directly to the Siksika Housing office and will be date and time stamped by reception upon receipt.
- .3 A copy of the date-stamped Application will be provided to the Applicant upon receipt of the Application by reception.
- .4 Complete Applications will be added to the Housing List, and scored based on the assessment guidelines set out in Allocation Assessment (Appendix D) as described in section 2.4.
- .5 Applications may be updated at any time due to family changes at the discretion of Siksika Citizens by submitting a new Application (the original submission date is to be used to ensure Application scoring is not affected).
- .6 Complete Applications will remain on the Housing List until an allocation is made, or if the Siksika Citizen requests removal from the Housing List in writing.

2.3 SCREENING APPLICATIONS

- .1 Applications are reviewed and assessed at a weekly correspondence meeting.
- .2 It is the responsibility of Siksika Housing to screen and verify all Applications. Reference checks will be completed to ensure that the Applicant has a good record with previous and existing landlords.
- .3 Incomplete Applications will not be accepted, and Applicants will be notified in writing if their Application was incomplete and not accepted for review.

2.4 ASSESSING APPLICATIONS

- .1 Housing staff will assess completed Applications by completing the Allocation Assessment (Appendix D).
- .2 The Allocation Assessment (Appendix D) is a points-based assessment that will produce a score that will determine the applications position on the Housing List.
- .3 The Housing List will be updated monthly and is to be submitted to the Housing Manager by the last working day of the month for review and approval.
- .4 Assessments and the Housing List shall not be made public and are for internal use only.

2.5 ALLOCATION OF HOUSING UNIT

- .1 Siksika Housing acknowledges that the demand for Siksika Houses exceeds its current capacity to build homes.
- .2 Siksika Houses will be allocated to approved Applicants. Allocation will be based on standing in the Housing List.
- .3 Siksika Houses will not be allocated until an Inspection Report deems the Siksika House move in ready, or at the discretion of the Housing Manager.
- .4 Once a Siksika House is available, Siksika Housing Committee will make a recommendation to the Housing Manager to allocate the Siksika House to an Applicant on the Housing List based on the Allocation Assessment (Appendix D).
- .5 The Housing Manager will review and approve allocations monthly.
- .6 Upon contact from Siksika Housing, an appointment will be set-up to have the Applicant(s) interviewed to see whether the Applicant(s) will accept the housing allocation based on the their needs and to discuss the terms and conditions of the Lease Agreement (Appendix E).
- .7 If the Applicant(s) is/are not interested in the housing allocation, they will remain on the Housing List and considered for other available Siksika Houses.
- .8 If an Applicant accepts the housing allocation, **the Applicant must sign the Residential Lease Agreement (Appendix E) within five (5) business days of notification of the housing allocation.**

PART 3: RESPONSIBILITY OF TENANTS

3.1 HOUSING OCCUPANCY

- .1 All successful Applicants who accept an allocation of a Siksika House, and tenants who have not otherwise entered into a Residential Lease Agreement will be required to enter into the Lease Agreement (Appendix E).
- .2 Upon receipt of the signed Lease Agreement (Appendix E), the Tenant must provide Siksika Housing the first months' Rent and a security deposit equal to the amount of the Rent.
- .3 The Tenant will be required to provide proof of utility connection within fourteen (14) days of signing the Lease Agreement (Appendix E).
- .4 **If sections 3.1.2 and 3.1.3 are not completed within fourteen (14) days of signing the Lease Agreement (Appendix E), then the Lease Agreement (Appendix E) will be terminated and the Siksika House will be allocated to another Applicant on the Housing List.** The Tenant will be required to fill out and submit a new Application.
- .5 Once payment under section 3.1.2 is received by Siksika Housing and the utilities have been transferred to the Tenant, the Tenant can make an appointment with Housing staff to have a move-in walk through and then take possession of a Siksika House.

3.2 RENT

- .1 Housing programs and services will be provided at a cost to occupants until such time as it is recognized and funded as a "Treaty Right" by the Government of Canada.
- .2 Homes that are Siksika Houses will be classified as part of the Siksika Nation's rental housing inventory and a Residential Lease Agreement will apply.
- .3 The Rent is established based on local affordability criteria, depending on program requirements.
- .4 Rent is set at \$325, until decision has been made to change it by Ohkinniinaa and Ninaaks via updating this Policy.
- .5 Elders (65 and older) Rent will be paid for by the Siksika Nation.
- .6 All Tenants are required to pay Rent in accordance with the Residential Lease Agreement and this Policy.
- .7 Rent payments are applied to the following expenses:
 - (a) Building protection coverage (Insurance);
 - (b) Maintenance and repairs;
 - (c) Replacement reserve;
 - (d) Administration; and
 - (e) Mortgage payment (where applicable).
- .8 Siksika Housing offers a range of payment methods to all Tenants
 - (a) For payments made via certified cheque, money order or debit interact, the payment will be manually receipted at the time of payment.

- (b) For Rent paid via income support or payroll deductions, collection will be done according to the terms of the Residential Lease Agreement. An annual rental statement will be provided to the Resident depending on whether it is income support or payroll deduction.

For Rent paid via e-transfer, the account holders should indicate their house number on the payment memo and month that the payment will be applied to. Payments may be directed to the emails shown in Figure 2.

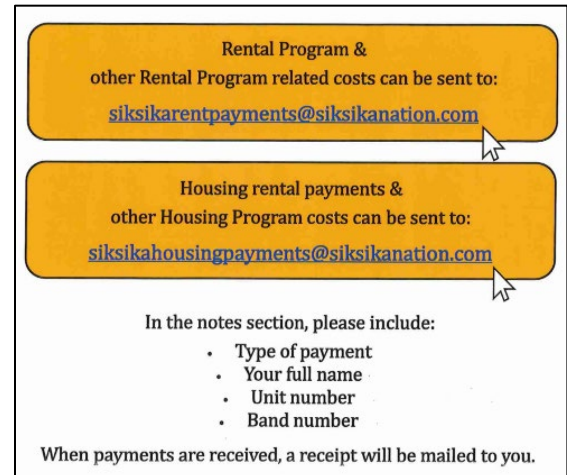


Figure 2: Rent Payment Web Details

- .9 No cash or personal cheques will be accepted as payment for a security deposit or Rent.
- .10 Rental deduction from Siksika Nation Tribal Administration payroll is an approved payment option.
- .11 Should a Tenant request a statement of account; Siksika Housing will provide a printed statement of account within ten (10) business days of the request.
- .12 When a Tenant fails to make any payments, arrears will be accrued and must be paid in full, or the account will be considered outstanding until such time as it is paid in full. Repayment arrangements can be negotiated with the collections clerk. Payments can be arranged through automatic deductions and may include recovery from per capita distribution payments and employment wages if the Tenant is employed with Siksika Nation Tribal Administration in accordance with the Residential Lease Agreement and applicable law.
- .13 When an account falls in arrears and Tenants have not made efforts to rectify their account, Siksika Housing will take action to evict the Tenants and Occupants in accordance with Part 5, section 5.3 and the Residential Lease Agreement.

3.3 RESPONSIBILITIES OF THE TENANT AND OCCUPANTS

- .1 Tenants and Occupants are required to keep their Siksika House in good repair, although reasonable wear and tear excepted.
- .2 Tenants and Occupants are responsible for the general maintenance, cleaning and minor repairs and replacements for the Siksika House, as outlined in the Residential Lease Agreement (Appendix E)
- .3 In addition, Tenants or Occupants will also report any and all damage and/or maintenance issues to Siksika Housing as soon as the issue is noticed in accordance with section 4.2.3 of this Policy.
- .4 Use of illegal drugs in a Siksika House is strictly prohibited. If a Siksika House is reported and proven to have usage of illegal drugs in the Siksika House, Siksika Housing has the right to terminate the Residential Lease Agreement in accordance with this Policy and the Residential Lease Agreement. Siksika Housing may also refer the Tenant to attend optional addictions programming.

- .5 Manufacturing illegal drugs in a Siksika House strictly not permitted. If a Siksika House is reported and proven to have illegal drugs manufactured in the Siksika House, Siksika Housing shall terminate the Residential Lease Agreement in accordance with this Policy and the Residential Lease Agreement. The Tenant shall be reported to the police, and offered optional addictions programming.
- .6 Selling illegal drugs in a Siksika House strictly not permitted. If a Siksika House is reported and proven to be selling illegal drugs, Siksika Housing shall terminate the Residential Lease Agreement in accordance with this Policy and the Residential Lease Agreement. The Tenant shall be reported to the police, and offered optional addictions programming.

3.4 DAMAGES TO SIKSIKA HOUSES BY RESIDENTS

- .1 No Major Repairs, or renovations may be done by a Tenant or Occupant to a Siksika House unless approved by Siksika Housing. This is to ensure compliance with the Siksika Building Code. Minor repairs are allowed as instructed through the Basic Home Maintenance Program Course.
- .2 Repairs may require coordination between Public Works and Siksika Housing, such as flooding, septic tank issues, water treatment, community systems, and site grading. Tenants and/or Occupants should call both Siksika Housing and Public Works if there is damage due to flooding, septic, or other issues.
- .3 If the Siksika House been damaged or vandalized by the Tenants and/or Occupants, invited and/or uninvited guests in a manner that is beyond reasonable wear and tear; the required repairs become the responsibility of the Tenants.
- .4 Tenants must complete a damage report and submit it to the Siksika Housing property coordinator if a Siksika House has been damaged.
- .5 If the damages are the result of vandalism, Tenants and/or Occupants should immediately report the situation to the police and request a police report. All police reports should be forwarded to Property Management and filed with the damage report.
- .6 The Property Management supervisor will follow up on the vandalism report by investigating to determine the cost of repairs and who is responsible for the costs.
- .7 If doors and/or sealed windows have been repaired and/or require repair more than one time within a twelve-month period, the Tenant shall be responsible for paying 100% of the costs in advance.
- .8 The Property Management supervisor shall follow Eviction procedures in accordance with this Policy and the Residential Lease Agreement, if the Siksika House continues to be subjected to vandalism and damages caused by the irresponsibility or neglect of the Tenant and/or Occupants.
- .9 It is the responsibility of the Tenants and Occupants to protect their personal assets and purchase insurance coverage for their personal contents and any costs for the installation of home alarm system.

PART 4: REPAIRS, RENOVATIONS & MAINTENANCE

4.1 OPERATIONS AND MAINTENANCE

- .1 Siksika Housing is responsible for protecting the assets of the Siksika Nation in accordance with the Siksika Financial Administration Law and established health & safety standards.
- .2 Siksika Housing only covers the costs of repairs and maintenance required to due reasonable wear and tear of a Siksika House that is not otherwise the responsibility of the Tenants or Occupants under this Policy and a Residential Lease Agreement. In accordance with Part 3, section 3.4 of this Policy, costs associated with damages that exceed reasonable wear and tear are the responsibility of the Tenants.
- .3 For greater certainty, Siksika Housing is not responsible for the maintenance, repair, replacement, installation service, or any associated costs for any of the Tenant responsibilities set out in the Lease Agreement (Appendix E).

4.2 GENERAL REPAIR REQUESTS

- .1 To access the General Repair program, Tenants must contact Siksika Housing to place a Repair Request. All Repair Requests are sent to Siksika Housing to evaluate/inspect, provide a cost estimate, and provide recommendations to complete the repairs. Tenants and Occupants recognize the extensive responsibilities and commitments of Siksika Housing, including Siksika Housing's ongoing efforts to manage a high volume of tasks efficiently. In light of these circumstances, it is incumbent upon Tenants to proactively engage with Siksika Housing. Should there be no response to a Repair Request within five (5) business days, or a shorter period under emergency circumstances, it is the responsibility of Tenants to follow-up with Siksika Housing to ensure their request is being processed. This proactive approach assists in maintaining effective communication and expeditious handling of repair needs. . Housing will follow-up withing 5 business days, or faster if it is an emergency. When a repair request is received, the workflow is as follows:
 - a. Call is received (phone, email, text).
 - b. Call is entered into the housing database.
 - c. Database request is issued to the zone supervisor.
 - d. Zone supervisor organizes inspection and hires contractors (if needed).
 - e. Work is completed.
 - f. Zone supervisor inspects work.
 - g. Job is completed.
- .2 The zone supervisor will review the estimate, make recommendations for the work order, taking into account eligibility under the General Repair program, risk factors, and budget constraints. Based on these considerations, the Zone Supervisor will either approve, defer, or reject the Repair Request due to ineligibility, low risk, or alternatively, refer the Repair Request to the Major Repair Program. Siksika Housing will inform the Tenants or Occupants of the decision regarding the Repair Request in writing.

- .3 Approved work orders are returned to Siksika Housing to assign and complete the job. Siksika Housing shall notify Tenants or Occupants in writing when a General Repair work order is deferred. Should there be no follow-up from Siksika Housing regarding an approved work order, it is the responsibility of Tenants or Occupants to follow-up with Siksika Housing in writing to confirm when the work will be completed.
- .4 Siksika Housing will confirm completion of a job by inspecting the work and having the Tenants sign off that the repair was completed. The work order will be returned to Siksika Housing with confirmation of completion and recommendation for payment where applicable.

4.3 MAJOR REPAIRS

- .1 On an annual basis, Siksika Housing will develop and prioritize a list of properties that are in need of Major Repairs based on this Policy (15-year cycle). Priority will be categorized based on Canada Mortgage & Housing cyclical inspections and replacement reserve criteria.
- .2 The Major Construction team will confirm and prioritize repairs required to the Siksika House based on the following rating:
 - a. Priority 1: High Risk – Item needing immediate replacement.
 - b. Priority 2: Medium Risk – Items needing replacement in 3 to 5 years.
 - c. Priority 3: Low Risk – Item does not need replacement and/or is not a health and safety risk.
- .3 The Major Construction team will establish a cost estimate through an inspection for each Siksika House and organize and compile all information into a renovation list.
- .4 Siksika Housing will review the cost estimate and make recommendations for Major Repairs according to Siksika Housing's budget.
- .5 The Housing Manager will review the list to ensure that the Policy was followed and approve the renovation list according to the available Siksika Housing budget.
- .6 The approved renovation list will be forwarded to the Major Construction team to ensure the replacements are contracted and completed.

PART 5: TRANSFER, REMOVAL, TERMINATION OF HOUSING AGREEMENT

5.1 FAMILY BREAKDOWN & NON-MEMBERS PRIVILEGES

- .1 Subject to the privileges set out in Part 2, section 2.1 of this Policy, persons who are not Siksika Citizens have no legal interest or rights in any Siksika House.
- .2 In the event of a family breakdown, the parent/guardian who is not a Siksika Citizen who has guardianship and/or custody of Minor Children must notify Siksika Housing respecting the breakdown and that the other parent/guardian who is a Siksika Citizen is no longer a Tenant or Occupant.

- .3 The parent/guardian who is not a Siksika Citizen but has Minor Children living with them will be allowed to remain in the Siksika House; however, the parent/guardian must sign a new Residential Lease Agreement to remain in the Siksika House.
- .4 Siksika Housing has the authority to grant the Tenant or Occupant who has legal guardianship/custody of Minor Children, whether interim or permanent, with sole occupancy of the Siksika House. Guardianship documents should be provided to Siksika Housing proving that the Tenant or Occupant has guardianship/custody of the Minor Children regardless of whether the order for guardianship/custody is interim or a final order.
- .5 If the custody/guardianship of Minor Children has not been addressed/determined, in the interim, the main caregiver of the Minor Children will remain in the Siksika House with Minor Children until such time a decision has been made for the custody/guardianship of Minor Children.
- .6 Once all legal documents regarding the custody/guardianship of the Minor Children have been filed with Siksika Housing, written notification will be provided to both parties indicating who has the right to remain in the Siksika House.
- .7 If the parents/guardians are on social assistance the assigned social worker must be notified and provided a copy of the changes to the Residential Lease Agreement.
- .8 If a Spouse is not a Siksika Citizen and has Non-Siksika Citizen Children, they will be granted 180 days maximum occupancy in the Siksika House and they will need to vacate the Siksika House unless Eviction is required because of breach of the Residential Lease Agreement, then Eviction procedures will apply.
- .9 If the parents/guardians are on social assistance, the assigned social worker must be notified and provided a copy of the changes to the Residential Lease Agreement.
- .10 Where there are no dependent Minor Children or Dependent Adults residing in the Siksika House, the Tenants and/or Occupants must make every effort to resolve who will remain in the Siksika House, however if one of the Tenants or Occupants is a not a Siksika Citizen, only the Siksika Citizen will have the right to remain in the Siksika House.
- .11 A non-Siksika Citizen Spouse who is entitled to reside in a Siksika House pursuant to this Part:
 - a. is not permitted to vacate and rent the Siksika House to any person; and
 - b. is permitted to rent a portion of the Siksika House to a Siksika Citizen provided that the non-Siksika Citizen continues to reside in the Siksika House as their primary residence.

5.2 DEATH AND HOUSE TRANSFERS

There are many different housing situations that arise from the death of a Siksika Citizen. **Having a will is strongly encouraged** to ensure a Siksika House can be passed to a loved one. Unfortunately, many housing issues arise when no will exists, requiring lengthy court proceedings to acquire administrator status. **If no correspondence is received after a death, the Siksika House will be taken back into housing inventory after thirty (30) days and re-allocated to the next family on the Housing List.** The following common scenarios and processes are provided to explain what can happen in the event of a death. If there is a unique situation that does not align with these practices, the Housing Manager will make decision at their discretion.

- .1 Scenario 1 – A will exists: If a will exists, a home may be transferred to an individual mentioned in that will. Housing will require the following information from the executor to process a transfer:
 - (a) Proof of executor status;
 - (b) Certified copy of the will;
 - (c) Completion of the Basic Home Maintenance Course of the new tenant; and
 - (d) Completed Application of the new tenant
- .2 Scenario 2 – No will exists but a Siksika Citizen Spouse remains in the Siksika House: In this case, the surviving Spouse may file a new Application to have the Siksika House transferred to themselves. A copy of the death certificate will be required.
- .3 Scenario 3 – No will exists, but a non-Siksika Citizen Spouse remains in the Siksika House: Under the *Family Homes on Reserves and Matrimonial Interests or Rights Act*, the surviving non-Siksika Citizen Spouse has an automatic right to occupy the family home for 180 days after the death of their Spouse, regardless of whether or not they have an interest in the home. The survivor can apply to court for exclusive occupation of the home beyond the 180-day period. Siksika Housing must be updated in writing should a non-Siksika Citizen proceed with this option.
- .4 Scenario 4 – No will exists, and no survivors remain in the Siksika House: In this scenario, the Siksika House will be taken back into housing inventory, repaired as needed, and re-allocated to an Applicant on the Housing List.
- .5 Scenario 5 – No will exists, and children remain in the Siksika House: In this case, it is critical to ensure the children have necessary care. Family services will be informed should there be no parent or legal guardian. A friend or relative will need to be designated as an administrator through the courts, after which time the administrator may inform Siksika Housing about any intentions to transfer the Siksika House. A new Application will be required to transfer the Siksika House.

5.3 REMOVAL, TERMINATION AND ABANDONMENT

- .1 Where there has been a breach of the Residential Lease Agreement or this Policy, Siksika Housing is authorized to enforce the terms and requirements of the Residential Lease Agreement or this Policy, including the following:
 - a. the cancellation of the Residential Lease Agreement, or
 - b. the removal of any person from a Siksika House, with assistance from Public Safety and/or RCMP if required.
- .2 Siksika Citizens who vacate their Siksika House for any reason do not have the authority to transfer their Siksika House to any person unless they obtain written approval from Siksika Housing and follow the rules and procedures set out in this Policy regarding transfer.
- .3 Siksika Housing will take steps to have any person removed in accordance with this Policy and Siksika Nation Trespassing laws and protocols including those persons unlawfully residing in a Siksika House.
- .4 Siksika Housing has the right to terminate a Residential Lease Agreement if Tenants and Occupants fail to perform or observe any covenants or obligations under the Residential Lease Agreement. In some instances, Siksika Housing must inform Tenants of the breach

before the Residential Lease Agreement can be terminated. In other instances Siksika Housing is not required to allow the Tenant to remedy the breach before terminating the Residential Lease Agreement.

- .5 Siksika Housing has zero tolerance for Criminal and Illegal Activities being committed in Siksika Houses and Siksika Housing will immediately pursue Eviction procedures for Tenants or Occupants that engage in Criminal and Illegal Activities in a Siksika House.
- .6 A resolution for breach of a Residential Lease Agreement can include entering into a repayment agreement for damages, rental arrears, or relocation to another Siksika House.
- .7 If the Tenant is invited to work with Siksika Housing and fails to resolve a breach within thirty (30) days of notice of breach, a second notice will be sent indicating the Residential Lease Agreement shall terminate in thirty (30) days at which time the Tenants and Occupants must vacate the Siksika House.
- .8 Should the Tenants and Occupants fail to vacate within the specified time frame, Siksika Housing will pursue a Notice of Order to have the Tenants and Occupants removed from the Siksika House.
- .9 Where a Tenant or Occupant fails to comply with the Notice of Order, Siksika Housing will work with an Officer to take such reasonable measures as necessary to ensure compliance.

APPENDIX A: Approval and Amendments

**Insert copy of BCR approving document

In future continue to put copies of motions or BCR when amended

APPENDIX B: DEFINITIONS

DEFINITIONS

“**Applicant**” means a Siksika Citizen who has applied and submitted an Application and are a minimum of 18 years of age and whose name has been added to the Housing List and who will be responsible for the Rent incurred upon approval of Application for housing;

“**Application**” means a Housing Application Form, in the prescribed form, by which a Siksika Citizen may be added to the Housing List and upon which the date of Application will be stamped;

“**Basic Home Maintenance Course**” means a course offered by Siksika Housing;

“**Chief**” means the lawfully elected Chief of the Siksika Nation;

“**Council**” means the lawfully elected Councillors of the Siksika Nation”;

“**Council Resolution**” or “**Resolution**” means a record of decisions or wishes of Council, either in the form of a motion or a written resolution passed at a duly convened meeting of Ohkinniinaa and Ninaaks;

“**Criminal and Illegal Activities**” includes such conduct, behaviour, or activity which causes any social harm or which is punishable by law;

“**Dependent Adults**” means a natural person(s) who is a Siksika Citizen who have reached the age of majority and remain unable, because of illness, physical or mental disability or other cause, to care for themselves;

“**Eviction**” means the action taken by Siksika Nation to terminate a Residential Lease Agreement due to a default of any of the terms and conditions set out in the Residential Lease Agreement;

“**General Repair**” means the repair or replacement of items in a Siksika House that does not exceed \$5,000, that is the responsibility of Siksika Housing, and that remediates a health and safety issue and/or prevents further damage or deterioration to the Siksika House.

“**Housing List**” means a list used to determine the order in which Siksika Houses are allocated to Siksika Citizens. The list is maintained by the Siksika Housing;

“**Housing Manager**” means the Senior Manager of the Siksika Nation Housing;

“**Inspection Report**” means a report completed by a certified housing inspector.

“**Major Construction**” means the program area of Siksika Housing responsible for planning, costing, prioritizing, and contracting Major Repairs;

“**Major Repairs**” mean the capital replacement of eligible building components of a Siksika House that are necessary to extend the useful life of the Siksika House;

“**Minor Children**” means natural persons under the age of 18 years who are Siksika Citizens;

“Non-Siksika Citizen Child” means natural persons under the age of 18 years who are not Siksika Citizens;

“Notice of Order” means a notice in writing, made in accordance with the Siksika Nation Trespass By-Law No. 2021-01 that contains:

- (i) the name of the person or persons that it is issued to;
- (ii) the date and details of the order; and
- (iii) the procedure by which the named person can apply for a review of the Notice of Order.

“Occupant” means an individual who has been authorized to reside in a Siksika House via a Residential Lease Agreement;

“Officer” means any police officer, peace officer, or other person charged with the duty to preserve and maintain the public peace, and enforcing and carrying out the provisions of the Siksika Nation Trespass Bylaw or otherwise for maintaining law and order on the Reserve under the following:

- (i) *Police Act, RSA 2000, c P-17;*
- (ii) *Royal Canadian Mounted Police Act, RSC, c R-10;*
- (iii) *Security Services and Investigators Act, SA 2008, c S-4.7;*
- (iv) *Peace Officer Act, SA 2008, c S-4.7;* and
- (v) any by-law, regulation or another form of legislation enacted by Ohkinniinaa and Ninaaks.

“Policy” means this Siksika Nation Housing Policy;

“Property Management” means the program area of Siksika Housing responsible for managing Siksika Houses;

“Public Works” means Siksika Nation Tribal Administration’s Public Works Service Area;

“Rent” means the occupancy, operations and maintenance amounts set by Ohkinniinaa and Ninaaks every three (3) years for the occupancy, operation and maintenance costs paid for by Tenants who live in Siksika Houses;

“Reserve” means all lands of the Siksika Nation that are set aside by Her Majesty the Queen in right of Canada as reserves, for the use and benefit of Siksika Citizens and includes any lands referred to in this Policy as “Siksika Lands and known as the Siksika Indian Reserve No. 146;

“Residential Lease Agreement” means a written agreement between Siksika Nation and the Tenant administered by Siksika Housing which authorizes the Tenant and Occupants to reside in the Siksika House and includes any renewal of such agreement;

“Siksika Citizen” means a natural person whose name appears on the Siksika Nation Membership List and who is a Siksika Nation member pursuant to the Siksika Nation Membership Code, as amended from time to time;

“Siksika House” means either a house, duplex, townhouse, manufactured home or trailers owned by Siksika Nation, located on Siksika Lands and is managed and administered by Siksika Housing which is under a Residential Lease Agreement where Rent is charged;

“Siksika Housing” means the department of the Siksika Nation Tribal Administration known as the Siksika Nation Housing Service Area that oversees and administers any matters regarding housing owned by the Siksika Nation;

“Siksika’i’koan” means Siksika Citizen;

“Siksika Lands” means the reserve lands situated within Siksika Indian Reserve No. 146;

“Siksika Nation” or **“Nation”** means the Siksika Nation, a distinct body of people which exercises exclusive and inherent powers as given by the Creator and has existed as a Nation from time immemorial, and which is also recognized as a “band” under the *Indian Act*, RSC 1985, c I-5;

“Siksika Nation Membership Code” means the Siksika Nation Membership Code approved and amended from time to time by the Siksika Citizens;

“Siksika Nation Tribal Administration” means the administration of the Siksika Nation;

“Spouse” means a person who is either:

- (i) legally married or united by the traditional laws and customs recognized by the Siksika Nation, to another person, and is not living separate and apart from that other person; or
- (ii) is living and cohabiting with another person in a marriage-like relationship, including a marriage-like relationship between persons of the same gender, for a continuous period of not less than two (2) years and is being publicly represented by each other during this time period as each other’s spouse;

“Tenant” means a Siksika Citizen or other eligible person who has been allocated a Siksika House who is registered at Siksika Housing with the right to reside in a Siksika House and has entered into a Residential Lease Agreement.

APPENDIX C: Housing Application

See next page



SIKSIKA HOUSING APPLICATION FOR RENTAL HOUSING

Introduction

Please complete this Application to the best of your knowledge. In addition to the information requested below, Siksika Housing also requires Applicants to provide a cover letter and reference letter with the Application.

Applicant Information

Name			
Date of Birth		Status Number	
Phone Number		Email	
Co-Applicant Information <i>(please fill in if you are married or in common law relationship)</i>			
Name			
Date of Birth		Status Number <i>(if applicable)</i>	
Phone Number		Email	

Household Composition *(list all adults, children, dependants who will be residing in the home)*

Occupant Name	Age	Relationship to Applicant

How many bedrooms do you require?		

Employment Information and Household Income			
Primary Applicant Employment Information			
Current Employer			
Address			
Email <i>(direct supervisor email)</i>		Phone	
What is your Current Position/Title?		How long have you been employed in this position?	
What is your current monthly income?	\$		
You are required to share a copy of your most recent pay stub. Please confirm you have attached a copy to this application	<input type="checkbox"/> Yes, I have included a copy.		
If you are currently <u>unemployed</u> and receiving Social Assistance or other benefits, please answer the questions.			
What is your source of monthly income?	\$		
How long have you been receiving these benefits			
You are <u>required</u> to provide verification of rental support such as a letter from support program or a copy of recent benefit payment indicating you can pay for the \$325 monthly rent.	<input type="checkbox"/> Yes, I have included a copy.		

Co-Applicant Employment Information			
Current Employer			
Address			
Email <i>(direct supervisors' email)</i>		Phone	
What is your Current Position/Title?		How long have you been employed in this position?	
What is your current monthly income?	\$		
You are required to share a copy of your most recent pay stub. Please confirm you have attached a copy to this application	<input type="checkbox"/> Yes, I have included a copy.		
If you are currently <u>unemployed</u> and receiving Social Assistance or other benefits, please answer the questions.			
What is your source of monthly income?	\$		
How long have you been receiving these benefits			
You are <u>required</u> to provide verification of rental support such as a letter from support program or a copy of recent benefit payment indicating you can pay for the \$325 monthly rent.	<input type="checkbox"/> Yes, I have included a copy.		

Rental History (Applicant)			
<i>Note: you must provide at minimum one rental reference that can be contacted.</i>			
Current Address			
How long have you lived at this address?	___years ___ Month(s)	What is your current rent?	\$
Can we contact this landlord for reference?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide name, phone, and email of current landlord:	

	<input type="checkbox"/> Unsure	
Do you have any outstanding arrears with utility companies?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unsure	Provide any details or notes here:

Previous Address			
How long have you lived at this address?	____ years ____ month(s)	What was your monthly rent?	\$
Can we contact this landlord for reference?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unsure	If yes, please provide name, phone, and email of landlord:	
Have you rented or resided in a Siksika House previously?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If yes, please provide house number and years occupied:</i>	

Rental History (Co-Applicant)			
<i>Note: you must provide at minimum one rental reference that can be contacted.</i>			
Current Address			
How long did you live at this address?	____ years ____ Month(s)	What is your current rent?	\$
Can we contact this landlord for reference?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unsure	If yes, please provide name, phone, and email of current landlord:	

Do you have any outstanding arrears with utility companies?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unsure	Provide any details or notes here:	
Previous Address			
How long did you live at this address?	____ years ____ month(s)	What was your monthly rent?	\$ _____
Can we contact this landlord for reference?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unsure	If yes, please provide name, phone, and email of landlord:	
Have you rented or resided in a Siksika House previously?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If yes, please provide house number and years occupied:</i>	

Additional Information		
What is your relationship status?	<input type="checkbox"/> Married <input type="checkbox"/> Common Law <input type="checkbox"/> Single <input type="checkbox"/> Other?	<i>If there are unique circumstances, please use this space to provide details:</i>
Do you or any occupants in the home have any extraordinary or special needs?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If yes, please list</i>
Have you and, or the co-Applicant (if applicable) attended a Basic Home Maintenance Course offered by Siksika Housing?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If no, would you like to receive a reminder for the next course that is offered?</i>
Please confirm that you can pay the monthly rental fee of \$325 if you are allocated a unit?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unsure	<i>If unsure or unable, please provide details here:</i>

Privacy Notice	
Statement	
In accordance with the <i>Personal Information Protection and Electronic Documents Act</i> , Siksika Housing is committed to protecting the privacy of the personal information provided in this application.	
Purpose of Collection and Use of Personal Information	
The personal information collected, including, names, dates of birth, status numbers, phone numbers, email addresses, employment information, rental history, and records of accounts owed to the Siksika Nation is used for the sole purpose of assessing Applications pursuant to the Siksika Nation Housing Policy. This involves: (1) verifying Applicant(s) identity, eligibility, and assessing creditworthiness; (2) contacting provided references; (3) ensuring suitable accommodation based on household composition; and (4) complying with legal requirements.	
Consent	Disclosure
By submitting this Application, Applicant(s) consent to Siksika Housing to collect, use, and disclose personal information for the above purposes. Applicants may withdraw consent at any time. Withdrawal of consent may render Siksika Housing unable to assess an Application.	Siksika Housing will not disclose personal information to third parties without consent, except as required by law or in specific circumstances, such as a request from a law enforcement agency.
Protection, Retention and Disposal	Access and Corrections
Siksika Housing implements robust security measures to protect personal information against unauthorized access, disclosure, alteration, or destruction. Personal information in connection with an Application will be retained only as long as necessary for the fulfillment of the purposes for which it was collected or as required by law. Upon expiry of this period, personal information will be destroyed and/or anonymized.	Applicants have the right to access personal information held by Siksika Housing under this application and to request corrections if you believe the information is inaccurate or incomplete. For any inquiries or concerns regarding personal information, please contact housing@siksikanation.com

Authorization			
All the information provided in this application is true as of date it is submitted. I authorize Siksika Housing to verify any information provided in this application, including employment, credit, character, and rental information.			
Signature of Applicant		Date	
Signature of Co-Applicant		Date	

Office Use Only

Name of Staff Accepting Application		Date & Time	
Are there any attachments to the application?	<i>If yes, please describe:</i>		
Upon review does this application have all required information to process and assess via approved guidelines?	<i>If yes, file for review If no, please follow up with applicant to obtain missing information</i>		
Notes:			

APPENDIX D: ALLOCATION ASSESSMENT

See next page

Allocation Assessment

Office Use Only

Name of Applicant(s):		Date Received:	
-----------------------	--	----------------	--

Reviewed By:		Review Date:	
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Is this a new or updated

Application:

If yes, what was the original date of application?

Prior to assessing the Application on the table below, confirm the Applicant's eligibility for a Siksika House as follows:

Step 1

- Each person applying must be a Siksika Citizen who is 18 years of age or older to be eligible to apply to be added to the Housing List.
- A non-Siksika Citizen may apply for a Siksika House if they are the primary parent/guardian of a Minor Child.

If yes to one of the above, proceed to Step 2:

Step 2

- Has outstanding accounts owing to Siksika Housing or to the Siksika Nation.

If yes to one of the above criteria in Step 1, and no under Step 2, move forward to assessing Application on table below.

Selection Criteria	Points	Allocated Points
Duration Applicant has been on the Housing List	25 points for every 6 months (maximum 5 years or 250 points)	
Applicant has never had a home	25 points	
Applicant has completed Basic Home Maintenance Course	25 points	
Applicant has provided a reference letter	25 points	
Applicant has provided a cover letter	25 points	
Family Need/Status	25 point for each of the following: <ul style="list-style-type: none"> - Child under age of 18 - Single parent with dependents - Dependent or applicant has extraordinary needs 	
Financial Considerations	25 points for each of the following: <ul style="list-style-type: none"> - Can pay damage deposit and 1-month rent. - Does not have arrears with Nation - Does not have arrears or limitations with utility companies. - Applicant has confirmation from Income Assistance for Shelter component 	
Current Living Conditions	25 points for each of the following: <ul style="list-style-type: none"> - The current dwelling poses a health and/or safety risk to the occupants (must be supported by documentation such as inspection report). - Applicant currently resides in a temporary housing situation (this must be justified with documentation from an authority or acceptable agent). - The household is considered overcrowded per the National Occupancy Standards, <i>*See below.</i> - Can provide reference from previous landlord. - Living on reserve 	
Transitional Housing	25 Points if living in transitional housing (Children's Village)	
Previous Home Allocation	Remove 100 points for each of the following:	

	<ul style="list-style-type: none"> - Has been previous allocated a home and left it damaged. - Has been none compliant with lease terms in previous allocation - Other? 	
Total		/

***National Occupancy Standards** – enough bedrooms based on the following requirements means one bedroom for:

- Each cohabiting adult couple;
- Unattached household member 18 years of age and over.
- Same-sex pair of children underage of 18;
- And additional boy or girl in the family, unless there are two opposite sex children under 5 years of age, in which case they are expected to share a bedroom. A household of one individual can occupy a bachelor unit (i.e. a unit with no bedroom).
- A household of one individual can occupy a bachelor unit (i.e. a unit with no bedroom).

The Application score will not be finalized until the Application is considered complete and updated annually.

If it is found that there are arrears for Applicant, payment plan must be put into place ASAP. Applicants will not be allocated a Siksika house there are arrears of at least 3 months.

Notes

(This area is for any other clarification or notes from application that should be considered)

APPENDIX E: Lease Agreement

LEASE AGREEMENT

This Lease Agreement made the _____ day of _____, 20____ (the “Lease”)

BETWEEN

THE SIKSIKA NATION

as represented by the Senior Manager of the Siksika Nation Housing Department

(the “Landlord”)

-and-

(the “Tenant”)

WHEREAS the Landlord has built a house on the lot and the location described in **Schedule “A”** to this Lease (the “**Premises**”);

AND WHEREAS the Landlord has agreed that the Tenant may occupy the Premises on the terms and conditions set forth below;

NOW THEREFORE, in consideration of the rents, covenants, and obligations set forth below the Landlord and the Tenant agree to enter into a Lease of the Premises.

1. Grant of Lease

1.1 The Landlord leases the Premises to the Tenant:

- (i) at the Rent set forth in **Error! Bookmark not defined.**2;
- (ii) for the term set forth in **Error! Bookmark not defined.**3; and
- (iii) subject to the conditions and in accordance with the covenants, obligations, and agreements in this Lease.

1.2 The Landlord covenants that they have the right to grant the leasehold interest in the Premises.

2. Rent

2.1 The Tenant agrees to pay the Landlord, during the Term of this Lease, rent in the amount per month shown in **Schedule "A"** to this Lease payable in advance of the first of each and every month (the "**Rent**"), and the first Rent payment to be made on the date in which this Lease is executed by the parties.

2.2 Unless the Tenant pays Rent through income support or payroll deductions, the Tenant shall make all Rent payments in favour of the Landlord as follows:

- (a) by delivering a certified cheque or money order to Landlord at the address set out in Section 14.2;
- (b) by debit interact with the Landlord at the address set out in Section 14.2, or at another address as instructed by the Landlord in writing from time to time;
- (c) by interact e-transfer to the applicable email address set out in the Siksika Nation Housing Policy (the "**Policy**").

3. Term

3.1 The Landlord hereby leases the Premises to the Tenant on a fixed term to commence on the date shown in **Schedule "A"** to this Lease (the "**Commencement Date**") and to terminate one (1) year from the Commencement Date (the "**Termination Date**").

3.2 The Landlord and the Tenant agree that the Lease shall convert to a month-to-month tenancy on the Termination Date unless otherwise terminated pursuant to Section 10 of this Lease.

4. Occupants

4.1 The Tenant covenants that the list of persons shown in **Schedule "A"** shall be the only permanent occupants (the "**Occupants**") during the term of this Lease unless the Landlord consents in writing to other persons occupying the Premises.

4.2 The Landlord shall not unreasonably withhold consent required under Section 4.1.

4.3 The Tenant hereby acknowledges and agrees that the covenant in Section 4.1 is a material covenant of this Lease and that its breach shall provide grounds for termination.

4.4 The Landlord reserves the right to serve a notice to vacate on any person occupying the Premises other than the Tenant or the Occupants.

5. Security Deposit

5.1 The Tenant shall pay the Landlord a security deposit in the amount of one (1) month's Rent on the date in which this Lease is executed by the parties.

5.2 Subject to Sections 5.3 and 5.4, within ten (10) days after the Tenant gives up possession of the Premises, the Landlord shall return the security deposit to the Tenant, less permitted deductions other than for reasonable wear and tear, along with a statement of account showing the amount of deductions.

5.3 If the Landlord is unable to determine the amount of the permitted deductions within ten (10) days, the Landlord shall deliver an estimated statement of account along with the balance of the security deposit that the Landlord does not need to the Tenant within ten (10) days. The Landlord shall deliver a final statement of account showing the amount of the deductions along with the balance of the security deposit to the Tenant within thirty (30) days after the date the Tenant gives up possession of the Premises.

5.4 The Landlord shall only hold back a portion of the security deposit for estimated deductions pursuant to Section 5.3 if the Landlord has complied with its inspection and reporting obligations set out in Section 6 of this Lease.

6. Inspection

6.1 After the Tenant has provided:

- (a) the first Rent payment under Section 2.1;
- (b) the security deposit under Section 5.1; and
- (c) proof of utility connection under Section 8.2;

the Tenant may take possession of the Premises and the Landlord and the Tenant shall inspect the Premises. At the conclusion of the inspection, the Landlord shall provide the Tenant with a report describing the condition of the Premises.

6.2 The Landlord and the Tenant shall inspect the Premises within one (1) week before or after the Tenant gives up possession, and the Landlord shall immediately provide the Tenant with a report describing the condition of the Premises.

7. Furnishings and Appliances

No furnishings or appliances shall be supplied by the Landlord except those shown in **Schedule "B"** to this Lease.

8. Tenant Rights and Obligations

General

8.1 The Tenant agrees to:

- (a) pay the Rent and all other charges when the same becomes due.
- (b) follow applicable by-laws, statutes, orders, or regulations of the Landlord, or other competent authorities relating to the Premises.
- (c) not perform illegal acts or carry on an illegal trade, business or occupation in the Premises. The Tenant hereby acknowledges and agrees that this covenant is a material covenant of this Lease and that its breach shall provide grounds for termination.
- (d) not wilfully do or allow damage to the Premises, including any buildings on the Premises and any furnishings and appliances listed in **Schedule "B"**;
- (e) not leave the Premises become vacant or unoccupied for a period of thirty consecutive (30) days;
- (f) the Tenant must notify the Landlord in writing if the home will be unoccupied for a period of thirty (30) days or more;
- (g) not change, replace or add any locks to the Premises without prior written consent of the Landlord.
- (h) maintain the Premises and any property rented with it in a reasonably clean condition.
- (i) vacate the Premises at the termination of this Lease.

Utilities

8.2 The Tenant shall pay for all the sewer, water, electrical, natural gas and other utilities and charges respecting the Tenant's occupation and use of the Premises from the Commencement Date until the return of the Premises to the

Landlord by the Tenant. The Tenant shall provide proof of utility connection within fourteen (14) days of the execution of the Lease by both parties.

Rules and Regulations

8.3 The Tenant agrees on their own behalf and on behalf all persons entering the Premises with the Tenant's authority or permission to abide by the rules of the Policy and such rules and regulations attached to this Lease as **Schedule "C"** and other reasonable rules and regulations that the Landlord may make from time to time hereafter.

Repair and Maintenance

8.4 The Tenant agrees:

- (a) to be responsible for the repairs and maintenance in respect of the Premises set out in **Schedule "C"** to this Lease; and
- (b) to immediately report any and all damages to the Premises to the Landlord; and

Insurance

8.5 During the term of the Lease the Tenant agrees to maintain at their own cost:

- (a) personal and premises liability insurance against claims for personal injury, death or property damage occurring on or about the Premises arising out of or resulting from the Tenant's and Occupant's possession, occupation, use and control of the Premises. Such insurance shall afford protection to the minimum limit of one million dollars (\$1,000,000).
- (b) personal property insurance to cover the Tenant's and Occupant's personal contents.

8.6 The Tenant shall be responsible for all the cost of the deductible under the Landlord's insurance policy or policies for wilful or deliberate damages to the Premises and the furnishings or appliances listed in **Schedule "B"** caused by the Tenant, the Occupants, or any invited guests of the Tenant or Occupants.

8.7 The Tenant shall not do, omit to do, or permit anything to be done that:

- (a) may increase the premium on the Landlord's insurance policy or policies; or
- (b) may render the Landlord's insurance policy or policies for the Premises void or voidable.

Alterations or Improvements

8.8 The Tenant shall make no changes, alterations or improvements to the Premises without the prior written consent of the Landlord.

Fire Safety

8.9 The Tenant shall at all times exercise and take reasonable precautions to protect the Premises against fire and adhere to all applicable fire and safety protection standards.

9. Landlord Rights and Obligations

General

9.1 The Landlord agrees to:

- (a) have the Premises available for occupation by the Tenant on the Commencement Date;
- (b) not disturb in any significant manner the Tenant's possession or peaceful enjoyment of the Premises; and
- (c) make sure the Premises are habitable by the Tenant on the Commencement Date.

Landlord Entry

9.2 The Landlord shall have the right to enter the Premises:

- (a) without notice or consent in the case of an emergency or in the event the Tenant has abandoned the Premises; and
- (b) upon not less than twenty-four (24) hours' written notice, unless otherwise agreed to by the Tenant, to enter upon the Premises between the hours of 8:00 AM to 8:00 PM to inspect the same, view the state of repair thereof, and make any repairs thereto which the Landlord is responsible.

Repair and Maintenance

9.3 The Landlord agrees:

- (a) to be responsible for maintenance and repairs associated with normal wear and tear of the Property, excluding any matters that are the sole responsibility of the Tenant pursuant to **Schedule "C"**; and
- (b) to make any structural repairs required to the Premises pursuant to the Policy, and applicable laws, policies, and procedures.

Insurance

9.4 During the term of the Lease the Landlord agrees to maintain at their own cost:

- (a) landlord insurance covering fire damage to the Premises, and such other liabilities and damages as the Landlord deems reasonably appropriate; and
- (b) personal property insurance to cover the Landlord's furnishings and appliances listed in **Schedule "B"**.

9.5 The Landlord shall be responsible for all the cost of the deductible under its insurance policy or policies for the Premises or the furnishings or appliances listed in **Schedule "B"** for damages caused by normal wear and tear and accidental damages caused by uncommon occurrences.

Rent Increases

9.6 The Landlord shall not increase Rent payable under this Lease unless the Landlord provides the Tenant with at least three (3) months' written notice before the date on which the increase in Rent is to be effective.

10. Termination

General

10.1 The Landlord may terminate this Lease at the Termination Date for any reason upon providing the Tenant with at least three (3) months' written notice prior to the Termination Date.

10.2 If this Lease converts to a month-to-month tenancy pursuant to Section 3.2:

- (a) the Landlord may terminate this lease for any reason upon providing the Tenant with at least (3) months' written notice; and
- (b) the Tenant may terminate this Lease for any reason upon providing the Landlord at least one (1) month's written notice. Such notice must be given before the beginning of a tenancy month to be effective at the end of the tenancy month.

Landlord's Remedies for Tenant Defaults

10.3 If the Tenant fails to perform or observe any of their covenants or failed to perform their obligations under this Lease (excluding those described in Section 10.4 below); and

- (a) the Landlord has given notice specifying the nature of the default and the steps required to correct it; and
- (b) the Tenant has failed to correct the default within thirty (30) days,

the Landlord has the right to terminate this Lease upon providing the Tenant with thirty (30) days' written notice.

10.4 If the Tenant has:

- (a) done or permitted significant damages to the Premises;
- (b) performed illegal acts or carried on an illegal trade, business or occupation in the Premises;
- (c) physically assaulted or threatened to assault the Landlord, its officers, directors, managers, employees, agents or another tenant or Occupant;
- (d) failed to pay the first months' Rent required under Section 2.1 within fourteen (14) days from when it is due;
- (e) failed to provide proof under section 8.2 of utility connection within fourteen (14) days of the execution of the Lease by both parties;
- (f) failed to pay the security deposit required under section 5.1 within fourteen (14) days from when it is due;

the Landlord has the right to terminate this Lease upon providing the Tenant with twenty-four (24) hours' notice.

11. Rent Recovery

11.1 The Tenant agrees to allow the Landlord to recover any Rent in arrears from:

- (a) *per capita* distribution payments payable to the Tenant pursuant to the Siksika Nation Distribution Policy; and
- (b) the Tenant's employment wages if they are employed by the Landlord, including the Siksika Nation Tribal Administration and all of its service areas.

11.2 Notwithstanding the above, the Landlord may take any further action in a court of competent jurisdiction to recover any Rent in arrears.

12. Assignment and Sublet of Lease

12.1 The Tenant shall not assign this Lease or sublet the Premises or any part of the Premises to any person, or leave any part of the Premises under the charge of any person without the written consent of the Landlord.

12.2 Any consent granted by the Landlord to assign this Lease or to sublet the Premises or any part of the Premises shall be conditional on the assignee or sublessee executing a written agreement directly with the Landlord agreeing to be bound by all the terms of this Lease as if the assignee or sublessee had originally executed this Lease as a tenant.

12.3 Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Premises shall not relieve the Tenant from their obligations under this Lease, including the obligation to pay Rent.

13. Indemnification

13.1 The Tenant shall indemnify, protect, defend, and hold harmless the Landlord and its officers, directors, managers, employees, agents, contractors, partners, and lenders from and against any and all claims actions, demands, suits, proceedings, orders, losses, damages, liens, judgements, penalties, legal fees, expenses, and/or liabilities (collectively, the "**Claims**") arising out of, related to, involving, or in connection with:

- (a) the Tenant's and Occupants' use and occupancy of the Premises;
- (b) any act, omission, fault, or neglect on or about the Premises by the Tenant, the Occupants, or their agents, visitors, or invitees, or any person the Tenant is responsible for; or
- (c) any violation of any terms of the Lease by the Tenant or Occupants,

except to the extent such Claim is the result of the Landlord's gross negligence or wilful misconduct.

13.2 If any action or proceeding is brought against the Landlord by reason of any of the matters listed in Section 13.1, the Tenant shall, upon notice, defend the same at the Tenant's expense and the Landlord shall reasonably cooperate with the Tenant in such defence. This Section shall survive the expiration or sooner termination of this Lease.

14. General Provisions

Schedules

14.1 Any schedule attached to this Lease shall be incorporated into this Lease and shall be deemed to be part of it.

Notices

14.2 All notices, demands or requests permitted to be given by one party to the other pursuant to the terms of this Lease shall be in writing and shall be delivered to the following addresses:

(a) To the Landlord:

Siksika Nation Housing
P.O. Box 1040, Siksika, AB T0J 3W0
Phone: (403) 734-5200
Email: housing@siksikanation.com

(b) To the Tenant at the address and contact information shown in **Schedule "A"** to this Lease.

Interpretation

14.3 The words importing the singular shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.

14.4 Unless the context otherwise requires, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include the executors, administrators, successors, and assigns of the Landlord and Tenant, respectively.

Execution

14.5 This Lease shall not bind or benefit the Landlord or Tenant, unless and until it is signed and delivered by both the Landlord and the Tenant.

Severability

14.6 If any term, covenant, condition, or provision of this Lease is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term, covenant, condition, or provision of this Lease.

Joint and Several Liability

14.7 When there are two or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several.

Tenant Acknowledgement

14.8 The Tenant acknowledges that the Landlord has provided them with a reasonable opportunity to review the terms of this Lease and that they have reviewed and understand its terms.

SCHEDULE "A" - TENANT, PREMISES AND OCCUPANT INFORMATION

Name of Tenant or Tenants

Tenant Contact Information (for each Tenant)

Email Address: _____

Phone Number: _____

Location of Premises and Tenant Address

Commencement Date: _____

Monthly Rent: _____

Approved Occupants of Premises

SCHEDULE "B" - LANDLORD FURNISHINGS AND APPLIANCES

The following furnishings and appliances provided under this Lease are the property of the Landlord:

- Refrigerator
- Stove
- Oven
- Washing Machine
- Dryer
- Other: _____

SCHEDULE "C" - RULES AND REGULATIONS

The Tenant shall observe the following rules and regulations (as amended, modified, or supplemented from time to time by the Landlord as provided in this Lease):

1. The Tenant shall, at all times during the term of this Lease, keep clean and in good order and conditions all property of the Landlord, including any items listed in **Schedule "B"**.
2. The Tenant shall keep the Premises clean and free of litter and garbage.
3. The Tenant shall be responsible for the maintenance, repair, replacement, installation and cost of services respecting the following at the Premises:
 - light bulbs of any kind;
 - toilet seats and flush handles;
 - outlets for recreational use;
 - dishwashers;
 - laminate, hardwood, ceramic flooring, and carpet;
 - wall panelling;
 - basement bedrooms;
 - extra outlets;
 - satellite dishes;
 - landscaping;
 - cleaning of the Premises;
 - furnace filters;
 - shower heads;
 - decorative lighting;
 - deck, stairs, patios and fences;
 - fireplaces;
 - structural alterations;
 - jetted tubs;
 - suspended ceilings
 - fumigation;
 - moving or relocation; and
 - **any and all repairs arising as a result of damages caused by the Tenant and/or Occupants that exceed reasonable wear and tear.**
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4. The Tenant shall not redecorate, wallpaper or make any changes or alterations to the Premises without the written consent of the Landlord.
5. The Tenant shall ensure that all water pipes, toilets, sinks, baths and other plumbing accessories are protected from frost damage during the winter.
6. The toilets, sinks, baths, drains, washrooms, and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no

sweepings, rubbish, rags, ashes, or other substances, such as chemicals, solvents, noxious liquids, or pollutants shall be thrown therein.

7. The Tenant shall keep whole the glass, locks and trimmings on the doors and windows of the buildings on the Premises.
8. The Tenant must observe strict care not to allow windows to remain open so as to admit rain or snow, or so as to interfere with the heating of the buildings on the Premises. The Tenant neglecting this rule will be responsible for any damage caused to the property of other tenants, or to the property of the Landlord, by such carelessness.
9. No air-conditioning equipment shall be placed at the windows of the Premises without the input of a construction supervisor and consent in writing of the Landlord.
10. The Tenant shall clean all windows of the buildings on the Premises, excluding any sealed windows that cannot be cleaned from the outside.
11. The Tenant shall not place any additional locks, bolts, or any form of decoration upon any door of any building on the Premises, and the present locks shall not be altered without the prior consent of the Landlord.
12. The Tenant shall ensure that the entry doors to buildings on the Premises are locked when unoccupied and closed at other times.
13. The Tenant shall not, without the express written consent of the Landlord, place any additional locks upon any doors of the buildings on the Premises and shall not permit any duplicate keys to be made therefor; but shall use only additional keys obtained from the Landlord, at the expense of the Tenant, and shall surrender to the Landlord on the termination of the Lease all keys of the Premises.
14. Upon the termination of the Lease, any of the Tenant's fixtures which the Landlord permitted the Tenant to install shall be removed by the Tenant and the Tenant shall leave the Premises in the same condition and state of repair as it was prior to the installation of said fixtures.
15. The Tenant shall maintain smoke detectors installed in the buildings on the Premises in good working order and shall be responsible for cleaning and testing such detectors and replacing the batteries required by the detectors.
16. No additional heating units or electrical wiring shall be installed on the Premises unless approved by the Landlord in writing.
17. Any sidewalks, entrances, stairways, and hallways of any buildings on the Premises shall not be obstructed or used by the Tenant, the Occupants, or the Tenant's agents, visitors, contractors, or invitees for any purpose other than access to and from the Premises.
18. The Tenant shall maintain the lawn and yard of the Premises, including the grass, trees, shrubs, plants and flowers now on the Premises.

19. If any accident should occur on the Premises, the Tenant shall report the occurrence of such accident to the Landlord within seven (7) days.
20. The Tenant shall not perform any acts or carry on any activity which may damage the Premises or be a nuisance to any other tenant.
21. No animals or birds shall be brought into the building on the Premises or kept on the Premises without the Landlord's written consent.
22. The Tenant shall not mark, drill into, bore or cut or in any way damage or deface the walls, ceilings, or floors of the Premises. No wires, pipes, or conduits shall be installed in the Premises without the Landlord's written approval.
23. No one shall use the Premises for any illegal purpose.
24. No inflammable oils or other inflammable, toxic, dangerous, or explosive materials shall be kept or permitted to be kept in or on the Premises.
25. The Tenant shall first obtain in writing the consent of the Landlord to any alteration or modification to the electrical system in the Premises and all such alterations and modifications shall be completed at the Tenant's expense by an electrical contractor acceptable to the Landlord.
26. The Landlord shall have the right to make such other and further reasonable rules and regulations and to alter, amend, or cancel all rules and regulations as in its judgment may from time to time be needed for the safety, care, and cleanliness of the building and for the preservation of good order therein and the same shall be kept and observed by the Tenant, the Occupants, their agents, visitors, invitees, or any person they are responsible for. The Landlord may from time to time waive any of such rules and regulations as applied to particular tenants and is not liable to the Tenant for breaches thereof by other tenants.

