



SIKSIKA NATION RENTAL HOUSING POLICY

Approved by Ohkinniinaa ki Ninaaiks

February 20, 2024

Amended: June 18, 2026

BCR#2026-51

Preamble

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

Our people are of this land. Our identity and citizenship in our 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 Nation. Looking ahead through next generations, we will continue to decide who belongs to our Nation – all of our relations in life.

Siksika Nation identifies housing as a Treaty Right notwithstanding that the Government of Canada has not acknowledged nor accepted that Siksika'i'koan (Siksika citizens) 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 is:

- (a) Promoting the cultural integrity, social communal harmony and economic stability of the Siksika'i'koan;
- (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 rental 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 DEFINITIONS

In this Policy, the following terms have the following meanings:

- .1 **“Administration”** is one of the four main program areas of Siksika Housing, and is responsible for administering Siksika Housing programs and ensuring that all business lines of Siksika Housing are operating at maximum capacity;
- .2 **“Applicant”** means an individual eligible to apply for a Nation Owned Home under section 2.1 and who has submitted an Application to Siksika Housing;
- .3 **“Application”** means a Housing Application Form, in the prescribed form (Appendix B), by which an eligible individual may be added to the Housing List and upon which the date of Application will be stamped;
- .4 **“Basic Home Maintenance Course”** means a course offered by Siksika Housing;
- .5 **“Chief Operating Officer”** means an employee of Siksika Nation appointed by Ohkinniinaa ki Ninnaiks as Chief Operating Officer of Siksika Nation;
- .6 **“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 Ninnaiks;
- .7 **“Criminal and Illegal Activities”** includes any conduct, behaviour, or activity that causes any social harm or which is punishable by law;
- .8 **“Damages”** means any harm or deterioration, including holes in the walls, broken windows, stains or burns, and water damage, and excluding Reasonable Wear and Tear;
- .9 **“Dependent Adults”** means a natural person who is a Siksika’i’koan who has reached the age of majority and remains unable, because of illness, physical or mental disability or other cause, to care for themselves;
- .10 **“Engineering Services”** means the Engineering Services department of Siksika Nation Tribal Administration, which works with Siksika Housing, Public Works and Land Management to provide sustainable, cost-effective solutions and manage projects that improve quality of life for Siksika’i’koan;
- .11 **“Eviction”** means the action taken by Siksika Nation to terminate a Lease Agreement due to a default of any of the terms and conditions set out in the Lease Agreement;
- .12 **“Financial Administration Law”** means the *Siksika Nation Financial Administration Law*, and policies made pursuant to the Financial Administration Law;
- .13 **“General Repair”** means the repair or replacement of items in a Nation Owned Home that does not exceed \$5,000, that is the responsibility of Siksika Housing under this

Policy, and that remediates a health and safety issue and/or prevents further damage or deterioration to the Nation Owned Home;

- .14 **"Housing Committee"** means the committee established by the Housing Committee Terms of Reference (Appendix E);
- .15 **"Housing List"** means a list maintained by Siksika Housing, and used to determine the order in which Nation Owned Homes are allocated to Siksika'i'koan or other Applicants;
- .16 **"Housing Manager"** means the Senior Manager of Siksika Housing, an employee of Siksika Nation that reports directly to the Chief Operating Officer;
- .17 **"Inspection Report"** means a report completed by a certified housing inspector;
- .18 **"Land Management"** means the Land Management service area of Siksika Nation Tribal Administration, responsible for providing the day-to-day management and administration of Siksika Lands, environment and resources, as set out in the Siksika Nation Land Use Policy;
- .19 **"Lease Agreement"** means a written agreement between Siksika Nation and the Tenant administered by Siksika Housing which authorizes the Tenant and Residents to reside in the Nation Owned Home and includes any renewal of such agreement;
- .20 **"Major Construction"** means one of four main program areas of Siksika Housing and is responsible for planning, costing, prioritizing, and contracting Major Repairs and new construction;
- .21 **"Major Repairs"** mean the capital replacement of eligible building components of a Nation Owned Home that are necessary to extend the useful life of the Nation Owned Home;
- .22 **"Minor Children"** means natural persons under the age of eighteen (18) years who are Siksika'i'koan;
- .23 **"Nation Owned Home"** 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 pursuant to this Policy;
- .24 **"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;
- .25 **"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 ki Ninaaiks;

.26 **"Ohkinniinaa ki Ninaaiks"** means the lawfully elected Chief ("**Ohkinniinaa**") and Council ("**Ninaaiks**") of the Siksika Nation;

.27 **"Policy"** means this Siksika Nation Rental Housing Policy;

.28 **"Privately Owned Home"** means a home on Siksika Lands owned by a Siksika'i'koan, including those purchased under the Affordable Home Purchase Program and First Nations Market Housing Programs, and which are not governed under this Policy;

.29 **"Property Management"** means one of the four program areas of Siksika Housing that is responsible for organizing and maintaining operations and procedures for the rental housing program and coordinating sales of Nation Owned Homes;

.30 **"Public Safety"** means the Siksika Nation Public Safety service area;

.31 **"Public Works"** means the Public Works service area of Siksika Nation Tribal Administration, responsible for delivering quality public works services for the Nation, including providing potable water, wastewater disposal, solid waste management, and road and community facilities maintenance services, including particular services for Nation Owned Homes as set out in the Siksika Nation Public Works Policy;

.32 **"Reasonable Wear and Tear"** means normal, everyday use, including the expected decline in the condition of a property due to aging and regular use;

.33 **"Renovations"** is one of the four main program areas of Siksika Housing, and is responsible for renovations of Nation Owned Homes, excluding Major Repairs, and has a major renovations project coordinator and a major renovation assistant;

.34 **"Rent"** means the occupancy, operations and maintenance amounts set by Ohkinniinaa ki Ninaaiks every three (3) years for the occupancy, operation and maintenance costs paid for by Tenants who live in Nation Owned Homes;

.35 **"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'i'koan and includes any lands referred to in this Policy as 'Siksika Lands' and known as the 'Siksika Indian Reserve No. 146;'

- .36 **"Resident"** means an individual, other than the Tenant, who has been authorized to reside in a Nation Owned Home via a Lease Agreement, including a Tenant's partner, children or family members;
- .37 **"Siksika Housing"** means the Siksika Nation Housing service area of Siksika Nation Tribal Administration, responsible for overseeing and administering any matters regarding Nation Owned Homes;
- .38 **"Siksika Housing Employee"** means a Siksika Nation employee who directly reports to a Supervisor or the Housing Manager and works for Siksika Housing in one of its program areas;
- .39 **"Siksika'i'koan"** means a Siksika Citizen, and is 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;
- .40 **"Siksika Lands"** means the Reserve lands situated within Siksika Indian Reserve No. 146;
- .41 **"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;
- .42 **"Siksika Nation Tribal Administration"** means the administration of the Siksika Nation;
- .43 **"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;
- .44 **"Supervisors"** means the supervisor of each Siksika Housing program area;
- .45 **"Tenant"** means a Siksika'i'koan or other eligible individual who has been allocated a Nation Owned Home and is registered at Siksika Housing with the right to reside in a Nation Owned Home and has entered into a Lease Agreement;
- .46 **"Tribal Manager"** means the Tribal Manager who is an employee of Siksika Nation and reports to Ohkinniinaa ki Ninnaiks, and is responsible for the operations of Siksika Nation Tribal Administration;
- .47 **"Will"** means a written document made by an individual that sets out how their estate is to be distributed upon their death and is valid and recognized under the *Indian Act*, and applicable regulations; and

- .48 **“Zone Coordinator”**: means a coordinator working for Siksika Housing in one of its program areas.

1.2 EFFECTIVE DATE AND AMENDMENTS

- .1 This amended Policy comes into effect on June 18, 2026, under the authority of Ohkinniinaa ki Ninaaiks, in accordance with the Nation’s laws, customs and traditions. It governs all matters concerning the Nation Owned Home rental program on Siksika Lands. Copies of the Council Resolutions enacting this Policy and amendments are provided in Appendix A.
- .2 This Policy shall be reviewed by Siksika Housing annually and recommendations for changes forwarded to Ohkinniinaa ki Ninaaiks to approve the amendments.
- .3 Only Ohkinniinaa ki Ninaaiks may approve amendments to this Policy by Council Resolution. All approved amendments must be recorded in Appendix A.
- .4 Ohkinniinaa ki Ninaaiks shall ensure that all amendments to this Policy are made available to Siksika’i’koan within sixty (60) days of approval.

1.3 PURPOSE

- .1 This Policy sets out the framework for the Nation Owned Home rental program, including:
 - a. Defining the roles and responsibilities of Ohkinniinaa ki Ninaaiks, Siksika Nation Tribal Administration service areas and departments, and Siksika Housing Employees in relation to this Policy;
 - b. Setting out the Siksika Housing program areas and responsibilities;
 - c. Establishing Application and allocation processes and service delivery parameters;
 - d. Setting out responsibilities of Tenants and Residents;
 - e. Establishing the Rent price; and
 - f. Setting out procedures for enforcement and Eviction parameters.
- .2 The objectives of Ohkinniinaa ki Ninaaiks in establishing this Policy are to:
 - a. Fulfil the commitment to provide better living conditions for Siksika’i’koan;
 - b. Operate in accordance with clear business principles, remaining fiscally responsible and accountable to Siksika’i’koan;
 - c. Administer a housing program that benefits all Siksika’i’koan; and
 - d. Continue to guide the Siksika Nation towards greater self-determination.
- .3 This Policy reflects Siksika Nation Tribal Administration’s guiding principles:
 - a. **Respect**: We show respect and honour to all;

- b. **Integrity:** We practice integrity in all of our actions honestly and ethically;
 - c. **Humility:** We serve with empathy; and
 - d. **Accountability:** We take responsibility for actions and decisions.
- .4 This Policy's key objectives are to:
- a. Assist Siksika'i'koan with basic housing needs on Siksika Lands;
 - b. Continuously achieve steady improvements in the quality of living on Siksika Lands;
 - c. Treat all Siksika'i'koan in a fair and equal manner in the distribution of Nation Owned Homes;
 - d. Administer Siksika Housing in a cost-effective, service-orientated and accountable manner;
 - e. Extend the life span of Nation Owned Homes by increasing the durability of new and existing housing;
 - f. Provide Siksika'i'koan with a sense of pride in Nation Owned Homes; and
 - g. Replace the short-term focus with long-term fair, stable housing policies and procedures.

1.4 INTERPRETATION

- .1 This Policy shall be interpreted in accordance with Siksika Nation culture, language and traditional governance principles.
- .2 This Policy shall be read in harmony with other Siksika Nation laws, bylaws, policies and protocols. In the case of any inconsistency, the provisions of the Nation's Financial Administration Law shall prevail. Where there is no inconsistency with the Financial Administration Law and its policies, the provisions of this Policy shall prevail to the extent of such inconsistency.
- .3 Capitalized terms used within this Policy with the exception of Appendix D (Lease Agreement) shall have the meanings set out in section 1.1 (Definitions). Failure to consult the definitions does not release any party from their obligations under this Policy.
- .4 In this Policy, unless the context otherwise requires:
 - a. The singular includes the plural and the plural includes the singular;
 - b. "Shall", "must" or "will" are imperative;
 - c. A reference to an enactment, protocol, policies, or by-law means the enactment, protocol, by-laws, or policies, as amended from time to time; and
 - d. "Includes" or "including" means including but not limited to.

1.5 AUTHORITY AND ADMINISTRATION

- .1 Ohkinniinaa ki Ninaaiks delegates authority to Siksika Housing to manage and administer housing programs and services.
- .2 Siksika Housing operates under Siksika Nation Tribal Administration and shall follow all applicable laws, by-laws, policies, practices, and protocols that are integral to the Siksika Nation, including:
 - a. Siksika Nation Land Use Policy;
 - b. Siksika Nation Public Works Policy;
 - c. Siksika Nation Affordable Homes Policy; and
 - d. Any other applicable Siksika Nation policy.

1.6 APPLICATION AND SCOPE

- .1 This Policy applies to:
 - a. All existing and future Nation Owned Homes located on the Siksika Lands;
 - b. To the extent applicable, all Nation Owned Home projects, including construction, renovations, maintenance and repair programs;
 - c. All Siksika'i'koan or other Applicants who apply for a Nation Owned Home or are on the Housing List; and
 - d. All Tenants and Residents.
2. This Policy is for the use and benefit of Siksika Nation and Siksika'i'koan, and, where applicable, Applicants, Tenants and Residents, and for no other individual, group or organization.
3. Siksika Housing shall establish annual housing priorities for Nation Owned Homes for Siksika'i'koan. Renovations and 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 Elders, families, single-parent families, singles, off-Reserve Siksika'i'koan or any other particular group within the Siksika Nation population that is considered to be in higher need for housing assistance.
4. Issues that are related to land, residency, Privately Owned Homes and market-based housing are not addressed within this Policy.
5. A copy of this Policy and its appendices shall be available for review by Siksika'i'koan, Tenants and Residents at the Siksika Housing office and online.

1.7 PROGRAM AREAS

Siksika Housing delivers services in relation to the rental program for Nation Owned Homes across four program areas in accordance with this Policy:

- .1 **Administration** is responsible for office management, accounts payable, property coordination, communications, collections, Tenant and Resident relations, reception, and filing.
- .2 **Renovations** is responsible for renovations of Nation Owned Homes, excluding Major Repairs, including:
 - a. Project management;
 - b. Planning;
 - c. Designing;
 - d. Budgeting;
 - e. Accounting; and
 - f. Contracting and procurement.
- .3 **Property Management** is responsible for:
 - a. Organizing and maintaining document and record management operations and procedures;
 - b. Organizing and maintaining records for sales and transferring titles to buyers when a Nation Owned Home becomes a Privately Owned Home;
 - c. Where Nation Owned Homes, except newly constructed Nation Owned Homes, become available, recommending allocations to the Housing Manager in accordance with this Policy;
 - d. Following procedures related to vandalism and related Damages;
 - e. Receiving notifications of family breakdown from non-Siksika'i'koan who have guardianship or custody of Minor Children and ensuring the related aspects of this Policy are followed; and
 - f. Repairing and servicing Nation Owned Homes, which is led by mechanical and construction Supervisors.
- .4 **Major Construction is responsible for:**
 - a. Planning, procurement, budgeting, contracting and executing major construction projects, including Major Repairs;
 - b. Overseeing First Nations Development Fund (FNDF) repair program; and
 - c. Undertaking innovation and pilot projects.

1.8 ROLES AND RESPONSIBILITIES

The following roles and program areas have the following responsibilities in relation to this Policy:

- .1 **Ohkinniinaa ki Ninaaiks** are responsible for:

- a. Adopting good governance practices that are in the best interest of the Nation; and
- b. Enacting policies that will serve as guidelines for consistent, fair, and transparent decision-making.

.2 **Tribal Manager** is responsible for:

- a. Serving as an advisor and liaison between the direction of Ohkinniinaa ki Ninaaiks and Siksika Housing;
- b. Managing their role in accordance with the parameters of applicable agreements, policies, and legislation;
- c. Working with the Chief Operating Officer to provide direction and approval for Evictions, and, in conjunction with the Chief Operating Officer, notifying Ohkinniinaa ki Ninaaiks of pending Evictions;
- d. Acting as a member of the Housing Committee with the option of attending meetings of the Housing Committee; and
- e. Making decisions in relation to conflicts of interest disclosures from Housing Committee members.

.3 **Chief Operating Officer** is responsible for:

- a. Supervising Siksika Nation's service areas and departments, including Siksika Housing and Public Works;
- b. Developing and implementing strategic initiatives through operations to meet the objectives of Siksika Nation in improving the quality of life of Siksika'i'koan;
- c. Ensuring strategic directives, decisions, and updates from Siksika Nation Tribal Administration are relayed to Siksika Housing through the Housing Manager;
- d. Coordinating and improving processes across divisions and emergency management;
- e. Receiving input from the Housing Manager of pending Evictions, in conjunction with the Tribal Manager, notifying Ohkinniinaa ki Ninaaiks of pending Evictions; and
- f. Acting as a member of the Housing Committee and attending all meetings of the Housing Committee.

.4 **Housing Manager** is responsible for

- a. Planning, organizing, directing, and controlling the daily operations of Siksika Housing in accordance with this Policy and any other laws, policies, procedures, by-laws, regulations and agreements;
- b. Adhering to financial authorities;
- c. Being accountable for the overall management Siksika Housing's program area;

- d. Supervising Siksika Housing Supervisors and reviewing their reports;
 - e. Reviewing and approving the Housing List on a monthly basis;
 - f. Reviewing and approving Nation Owned Home allocations and transfers, except for newly constructed Nation Owned Homes, on a monthly basis upon recommendation from Property Management.
 - g. Reviewing and approving the renovation list for Major Repairs on a monthly basis and according to the available budget;
 - h. Making decisions regarding Nation Owned Home transfers upon the death of a Tenant;
 - i. Notifying the Tribal Manager and Chief Operating Officer that the Eviction step has been reached, and signing the letter of intent to Evict after the Tribal Manager and Chief Operating Officer have provided their direction; and
 - j. Chairing the Housing Committee and determining its annual budget.
- .5 **Supervisors** are responsible for:
- a. Overseeing the functions of each Siksika Housing program area;
 - b. Supervising Siksika Housing Employees in each of the four Siksika Housing program areas; and
 - c. Reporting to the Housing Manager.
- .6 **Zone Coordinators** are responsible for:
- a. In relation to General Repair requests:
 - i. organizing inspections, inspecting work, and hiring contractors;
 - ii. reviewing estimates, making recommendations for work orders and determining eligibility; and
 - iii. approving, deferring or rejecting General Repair requests in accordance with this Policy; and
 - b. Following Evictions, assessing Nation Owned Homes and preparing Nation Owned Homes for rental.
- .7 **Siksika Housing Employees** are responsible for supporting the operations of Siksika Housing by carrying out specialized functions, including in accordance with this Policy, in relation to Siksika Housing's four program areas.
- .8 **Housing Committee** is responsible for:
- a. Providing oversight and assessment of Nation Owned Home allocations;
 - b. Meeting quarterly to review the Housing List and make allocations for newly constructed Nation Owned Homes;
 - c. Assessing allocations processes;

- d. Providing recommendations for changes to this Policy; and
- e. Otherwise adhering to the Housing Committee Terms of Reference (Appendix E).

.9 **Engineering Services** is responsible for:

- a. Providing technical and procurement support in planning, designing and constructing Nation Owned Homes;
- b. Helping ensure Siksika Housing projects meet technical and regulatory standards, and follow Engineering Services guidelines;
- c. Assisting with Major Repairs for foundational issues with Nation Owned Homes; and
- d. Improving infrastructure and operational efficiency for Siksika Housing, as well as other departments of Siksika Nation.

.10 **Public Works** is responsible for assisting with Major Repairs, renovations and maintenance of Nation Owned Homes, as set out in the Siksika Nation Public Works Policy, including in relation to water wells, cisterns, septic tanks, water quality, water treatment, underground utility community systems, overland flooding, or road and driveway maintenance.

.11 **Public Safety** is responsible for:

- a. Assisting with the delivery of Eviction notices,
- b. Conducting patrols of vacant units;
- c. Coordinating, where necessary, with Officers on criminal matters related to Evictions or other issues, in accordance with applicable laws, recognizing that Officers act under their lawful authority, including the *Criminal Code* of Canada and other applicable legislation; and
- d. Acting as a member of the Housing Committee with the option of attending Housing Committee meetings.

.12 **Land Management** is responsible for review and approval of Land Use Applications and Land Use Agreements in accordance with this Policy and the Land Use Policy, and for coordinating with Housing to ensure that all required land use approvals are in place for Housing needs.

PART 2: HOUSING APPLICATIONS, ASSESSMENT AND ALLOCATION

2.1 ELIGIBILITY

Individuals are eligible to apply for a Nation Owned Home and may fill out an Application to be added to the Housing List if they meet the following criteria:

- .1 A Siksika'i'koan who is eighteen (18) years of age or older; or
- .2 An individual who is not a Siksika'i'koan but is the primary parent or guardian of Minor Children, and who has provided the supporting documentation required by this Policy.

2.2 APPLICATION AND SCREENING PROCESS

- .1 Eligible individuals must submit a completed Application (Appendix B or available at siksikahousing.com) electronically or to the Siksika Housing office to be added to the Housing List and considered for a Nation Owned Home.
- .2 Applications are received by Siksika Housing Employees.
- .3 Applications are reviewed for completeness and screened by Housing Employees on a weekly basis.
- .4 If an Application is incomplete, a standard letter will be sent to the Applicant identifying the missing information.
- .5 If an Application is complete:
 - a. The Application will be date stamped;
 - b. A standard letter and copy of the date-stamped Application will be provided to the Applicant; and
 - c. The Application will proceed to the assessment stage.
- .6 Applicants with completed Applications will be added to the Housing List and scored based on the assessment guidelines outlined in section 2.3 and the Allocation Assessment (Appendix C).
- .7 Applicants may update their Applications at any time due to family changes by submitting a new Application; however, the original submission date will be retained for the purpose of Allocation Assessment scoring.
- .8 Applicants with completed Applications will remain on the Housing List until an allocation is made, unless the Applicant requests removal from the Housing List in writing.

2.3 ASSESSING APPLICATIONS

- .1 Siksika Housing Employees will assess completed Applications by completing the Allocation Assessment (Appendix C).
- .2 Reference checks will be completed to ensure that the Applicant has a good record with previous and existing landlords, and an internal credit check will also be completed to ensure there are no outstanding amounts owing to Siksika Nation.
- .3 The Allocation Assessment (Appendix C) is a points-based assessment that will produce a score that will determine the Applicant's position on the Housing List, and where applicable, their suitability for a specific Nation Owned Home. The priority areas considered on the assessment include:
 - a. Duration Applicant has been on the Housing List;
 - b. Family need/status;
 - c. Financial considerations;
 - d. Completion of a Home Maintenance Course;
 - e. Current living conditions; and
 - f. Previous Nation Owned Home allocation.
- .4 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.
- .5 Assessments and the Housing List will not be made public and are for internal use only.
- .6 Where a Nation Owned Home has unique characteristics, including size, design, or occupancy requirements, Siksika Housing may assess Applicants on the Housing List for suitability in addition to their Allocation Assessment score.

2.4 ALLOCATION OF HOUSING UNIT

- .1 Siksika Housing acknowledges that the demand for Nation Owned Homes exceeds its current capacity to build Nation Owned Homes.
- .2 Nation Owned Homes will generally be allocated to approved Applicants based the Allocation Assessment and Housing List.
- .3 Notwithstanding the foregoing, where a Nation Owned Home has unique characteristics that may not align with the current Housing List, including tiny homes, multi-family units, or units with specific occupancy requirements:
 - a. Siksika Housing will first review the Housing List to identify Applicants who may be suitable for the unit based on the Allocation Assessment and the specific characteristics of the unit;

- b. Where no suitable Applicant is identified, or where additional interest is required, Siksika Housing may issue a targeted call for Applicants for that specific unit;
 - c. The call for Applicants will be advertised through appropriate and accessible means for a reasonable period of time, as determined by the Housing Manager, and will be provided to all Applicants currently on the Housing List;
 - d. Applicants may apply specifically for the unit by making an Application under section 2.2, or where already on the Housing List, may indicate their interest and request that their existing Application be considered;
 - e. Applications received through the call-out will be assessed using the Allocation Assessment (Appendix C), however initial eligibility will first be consideration based on the suitability of the Applicant for the specific unit; and
 - f. Applicants who are not successful in the allocation of a specific unit will retain their position on the Housing List. New Applicants will be added to the Housing List unless they decline to be added in writing.
- .4 Nation Owned Homes will not be allocated until an Inspection Report deems the Nation Owned Home move in ready, or at the discretion of the Housing Manager.
 - .5 When a Nation Owned Home that is not newly constructed becomes available, the Housing Manager will make an allocation based on the recommendation of the Property Management team and outcomes of the Housing List review, on a monthly basis, or in the case of a Nation Owned Home with unique characteristics advertised under section 2.4.3, in the time period indicated in the advertisement.
 - .6 Allocations for newly constructed Nation Owned Homes are reviewed and determined by the Housing Committee. Allocations for newly constructed homes will be reviewed by the Housing Committee quarterly, or in the case of a Nation Owned Home with unique characteristics advertised under section 2.4.3, in the time period indicated in the advertisement.
 - .7 Where an allocation of a Nation Owned Home is made, Siksika Housing will contact the Applicant and arrange an appointment for the Applicant to:
 - a. Review the allocation;
 - b. Discuss the terms and conditions of the Lease Agreement; and
 - c. Accept or reject the allocation.
 - .8 If the Applicant rejects the housing allocation, they will remain on the Housing List and be considered for other available Nation Owned Homes.
 - .9 If the Applicant accepts the housing allocation, the **Applicant must sign the Lease Agreement (Appendix D) within ten (10) business days of notification of the housing allocation.**

PART 3: RESPONSIBILITY OF TENANTS

3.1 HOUSING OCCUPANCY

- .1 All successful Applicants who accept allocation of a Nation Owned Home will be required to enter into a Lease Agreement (Appendix D).
- .2 Upon acceptance of allocation of a Nation Owned Home the successful Applicant will receive a move in letter from Siksika Housing.
- .3 Within ten (10) business days of receiving the move in letter the Tenant must provide Siksika Housing with:
 - a. signed Lease Agreement (Appendix D);
 - b. the first months' Rent, paid in accordance with this Policy;
 - c. a damage deposit equal to the amount of the monthly Rent; and
 - d. proof of utility connection.
- .4 **If requirements in Section 3.1.3 are not completed within ten (10) business days of receiving the move in letter, then the housing allocation will be offered to another Applicant on the Housing List.** The original Applicant will be required to fill out and submit a new Application to remain on the Housing List.
- .5 Once payment under section 3.1.3 is received by Siksika Housing and the utilities have been transferred to the Tenant, the Tenant can make an appointment with Siksika Housing staff for a move-in walk through and then take possession of the Nation Owned Home.

3.2 RENT

- .1 Siksika Housing programs and services will be provided at a cost to Tenants until such time as it is recognized and funded as a "Treaty Right" by the Government of Canada.
- .2 Nation Owned Homes will be classified as part of Siksika Nation's rental housing inventory and a Lease Agreement (Appendix D) will apply.
- .3 The Rent is established based on local affordability criteria, depending on program requirements.
- .4 Monthly Rent is set at \$325 and is due on the first of each month, until a decision is made to change it by Ohkinniinaa ki Ninaaiks via updating this Policy.
- .5 All Tenants, except for Elders meeting the requirements of section 3.2.6, are required to pay Rent in accordance with the Lease Agreement (Appendix D) and this Policy.
- .6 Rent for Elders, meaning all Siksika'i'koan Tenants who are sixty-five (65) years of age or older, will be paid for by the Nation, in recognition of the wisdom, cultural knowledge, and contributions that Elders provide to the Nation.

- .7 Rent payments are applied by Siksika Housing 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 Interac debit, 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 Lease Agreement (Appendix D). An annual rental statement will be provided to the Tenant depending on whether it is income support or payroll deduction.
 - (c) 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. Payment emails are included in Lease agreement.
- .9 Cash or personal cheques will not be accepted as payment for damage deposits or Rent.
- .10 Siksika Housing will provide a printed statement of account within ten (10) business days of a Tenant requesting a statement of account.
- .11 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.
- .12 When an account falls into arrears and Tenants have not made efforts to rectify their accounts, Siksika Housing will take action to evict the Tenants in accordance with Section 5.5 of this Policy and the Lease Agreement (Appendix D).

3.3 OTHER RESPONSIBILITIES OF THE TENANTS AND RESIDENTS

- .1 Tenants are responsible for:
 - a. Keeping their Nation Owned Homes in good repair, including:
 - i. general maintenance,
 - ii. cleaning and minor repairs, and
 - iii. replacements as outlined in the Lease Agreement (Appendix D),except for Reasonable Wear and Tear;

- b. Reporting all damage or maintenance issues to Siksika Housing as soon as the issue is noticed in accordance with section 4.2 of this Policy; and
 - c. Notifying Siksika Housing if the Nation Owned Home will be vacant for thirty (30) or more days to ensure proper maintenance of water and wastewater systems.
- .2 Use of illegal drugs in a Nation Owned Home is strictly prohibited. If a Nation Owned Home is reported and proven to have usage of illegal drugs, whether by the Tenant, Residents or any other individual, Siksika Housing has the right to terminate the Lease Agreement in accordance with this Policy and the Lease Agreement (Appendix D). Siksika Housing may also refer the Tenant to attend optional addictions programming.
- .3 Manufacturing and/or selling illegal drugs in a Nation Owned Home is prohibited. If a Nation Owned Home is reported and proven to have illegal drugs manufactured in it or sold from it, whether by the Tenant, a Resident or any other individual, Siksika Housing shall terminate the Lease Agreement in accordance with this Policy and the Lease Agreement. The Tenant, Resident or other individuals, as applicable, shall be reported to an Officer and may be offered optional addictions programming.

3.4 MAJOR REPAIRS, RENOVATIONS AND DAMAGE TO NATION OWNED HOMES

- .1 No Major Repairs, or renovations may be done by a Tenant or any other person to a Nation Owned Home unless approved by Siksika Housing.
- .2 Major Repairs or renovations may require interdepartmental coordination. Tenants should contact:
 - a. Public Works, as per the Public Works Policy, if issues are encountered with the water well, cistern, septic tank, water quality, water treatment, underground utility community systems, overland flooding, or road maintenance.
 - b. Engineering Services if issues are encountered with the foundation of a Nation Owned Home.
 - c. Siksika Housing for flooding issues inside a Nation Owned Home.
- .3 If the Nation Owned Home has Damages caused by the Tenant, Residents or guests, whether invited or uninvited:
 - a. All repairs become the responsibility of the Tenant;
 - b. The Tenant must complete a Damage report and submit it to the Siksika Housing Property Management Zone Coordinator; and
 - c. If the Damages are the result of vandalism, the Tenant must immediately report the situation to the Officer and request a police report, which should be forwarded to Property Management and filed with the Damage report.

- .4 The Property Management team will follow up on the Damages report by investigating to determine the cost of repairs and who is responsible for the costs.
- .5 If the Nation Owned Home continues to be subjected to vandalism and Damages caused by the irresponsibility or neglect of the Tenant or Residents., the Property Management team shall follow Eviction procedures as per Section 5.5 of this Policy, or as set out in the Lease Agreement.
- .6 If doors and/or sealed windows require repair within a twelve (12) month period of original install, the Tenant shall be responsible for paying 100% of the costs in advance.
- .7 It is the responsibility of the Tenant and Residents to protect their personal assets and purchase insurance coverage for their personal contents and any costs for the installation of a home alarm system.

PART 4: SIKSIKA HOUSING PROGRAMS FOR 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 Financial Administration Law and established health and safety standards.
- .2 Siksika Housing only covers the costs of repairs and maintenance required due to Reasonable Wear and Tear of a Nation Owned Home that is not otherwise the responsibility of the Tenant under this Policy or a Lease Agreement (Appendix D).
- .3 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 Tenant.
- .4 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 D).
- .5 When Siksika Housing is notified by a Tenant that a Nation Owned Home will be vacant for thirty (30) or more days Siksika Housing Supervisor shall notify Public Works of the vacancy to ensure proper maintenance of water and wastewater facilities.

4.2 GENERAL REPAIR REQUESTS

- .1 To access the General Repair program, Tenants must contact Siksika Housing to place a repair request. Siksika Housing will evaluate/inspect, provide a cost estimate, and provide recommendations to complete the repairs. Siksika Housing will follow-up within five (5) business days, or shorter if it is an emergency.
- .2 When a General Repair request is received, the workflow is as follows:
 - a. The General Repair request is received (phone, email, text);
 - b. The call is entered into the Siksika Housing database;
 - c. The database request is issued to the Zone Coordinator;
 - d. The Zone Coordinator shall approve, defer or reject the General Repair request, or refer the General Repair request to the Major Repair program, considering factors including:
 - i. eligibility for General Repairs to be undertaken by Siksika Housing,
 - ii. risk factors, and
 - iii. Siksika Housing budget constraints;
 - e. Siksika Housing shall inform the Tenant of the decision regarding the General Repair request in writing, including if the work order is deferred;

- f. Work orders approved by the Zone Coordinator for General Repairs are provided to Siksika Housing to assign and complete the job;
 - g. Construction work orders for the approved General Repair requests are completed;
 - h. The Zone Coordinator confirms completion of the work order by inspecting the General Repair work and signing off on the completion of the work order; and
 - i. The completed work order is returned to Siksika Housing by the Zone Coordinator, with recommendation for payment where applicable.
- .3 In exercising their responsibilities in relation to General Repairs, the Zone Coordinator may:
 - a. organize inspections as necessary;
 - b. hire contractors as necessary; and
 - c. review General Repair estimates.
- .4 Tenants and Residents are responsible for proactively communicating with Siksika Housing regarding repair requests and work orders, acknowledging that Siksika Housing manages a high volume of maintenance and operational requests, including:
 - a. Following up with Siksika Housing if there is no response to a General Repair request within five (5) business days, or sooner in emergency circumstances, to confirm the status of the request; and
 - b. Following up with Siksika Housing where a work order has been approved but no update has been provided, to confirm the anticipated completion timeline.

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 and a fifteen (15) year cycle. Priority will be categorized based on Canada Mortgage & Housing Corporation cyclical inspections and replacement reserve criteria.
- .2 The Major Construction team will confirm and prioritize Major Repairs required to the Nation Owned Home based on the following rating:
 - a. Priority 1: high risk – Item needing immediate replacement;
 - b. Priority 2: medium risk – Items needing replacement in three (3) to five (5) years; and
 - 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 for each home and organize and compile all information into a Major Repair list.

- .4 Siksika Housing will review the Major Repair list and cost estimates and make recommendations for Major Repairs according to budget.
- .5 The Housing Manager will review the Major Repair list to ensure that the Policy was followed and approve the Major Repair list according to the available budget.
- .6 The approved Major Repair list will be forwarded to the Major Construction team to ensure the Major Repairs are contracted and completed.

PART 5: TRANSFER, REMOVAL, TERMINATION OF HOUSING AGREEMENT

5.1 FAMILY BREAKDOWN & NON-SIKSIKA'I'KOAN PRIVILEGES

- .1 In the event of a family breakdown, Siksika Housing has the authority to grant sole occupancy of the Nation Owned Home to the Tenant or Resident who has legal guardianship or custody of Minor Children, whether interim or permanent, thereby in some cases making the Resident a Tenant.
- .2 In the event of a family breakdown where both parents or guardians are Siksika'i'koan, the parent or guardian with custody of Minor Children shall remain in the Nation Owned Home and become a Tenant, if the parent or guardian:
 - a. Notifies Property Management respecting the breakdown and that the other parent is no longer a Tenant or Resident;
 - b. Provides guardianship documents, whether interim or final, to Siksika Housing to prove the parent or guardian has custody of the Minor Children; and
 - c. Signs a new Lease Agreement (Appendix D).
- .3 Subject to the privileges set out in Part 2, section 2.1 of this Policy, individuals who are not Siksika'i'koan have no legal interest or rights in any Nation Owned Home. In the event of a family breakdown where a non-Siksika'i'koan parent or guardian who is a Resident has guardianship or custody of Minor Children, and seeks to remain in the Nation Owned Home with the Minor Children, that individual shall:
 - a. Notify Property Management of the family breakdown and confirm that the Siksika'i'koan parent or guardian is no longer a Tenant or Resident;
 - b. Provide documentation, whether interim or final, to Siksika Housing confirming custody or guardianship of the Minor Children; and
 - c. Be allowed to remain in the Nation Owned Home upon entering into a new Lease Agreement (Appendix D).
- .4 In relation to sections 5.1.2 and 5.1.3, once all legal documents regarding custody or guardianship of the Minor Children have been filed with Siksika Housing, written notification will be provided by Siksika Housing to both parties in the relationship breakdown indicating who has the right to remain in the Nation Owned Home, subject to signing a new Lease Agreement (Appendix D), as applicable.
- .5 If the custody or guardianship of Minor Children has not been addressed or determined, in the interim, the main caregiver of the Minor Children will remain in the Nation Owned Home with the Minor Children until such time as a decision has been made for the custody or guardianship of Minor Children. The main caregiver of the Minor Children shall:

- a. Notify Siksika Housing of the change in custody or guardianship; and
 - b. Sign a new Lease Agreement (Appendix D) which will remain in effect until such time as a decision has been made for the custody or guardianship of Minor Children.
- .6 If the parents or guardians are on social assistance the assigned social worker must be notified and provided a copy of the changes to the Lease Agreement.
- .7 In the event of a family breakdown, if a Spouse of a Tenant is not a Siksika'i'koan and has children under the age of eighteen (18) who are not Siksika'i'koan, they will be granted one-hundred and eighty (180) days maximum occupancy in the Nation Owned Home at which time they will need to vacate the Nation Owned Home, unless Eviction is required because of breach of the Lease Agreement, in which case Eviction procedures will apply prior to the one-hundred and eighty (180) day period.
- .8 Where there are no dependent Minor Children or Dependent Adults residing in the Nation Owned Home, the Tenant and Residents must make every effort to resolve who will remain in the Nation Owned Home, however if one of the Residents is a not a Siksika'i'koan, only the Siksika'i'koan will have the right to remain in the Nation Owned Home.
- .9 A non-Siksika'i'koan individual who is entitled to reside in a Nation Owned Home in accordance with this section:
 - a. is not permitted to vacate and rent the Nation Owned Home to any person, unless in accordance with 5.1..9.b; and
 - b. is permitted to rent a portion of the Nation Owned Home to a Siksika'i'koan provided that the non-Siksika'i'koan Tenant continues to reside in the Nation Owned Home as their primary residence, and all other requirements of the Lease Agreement are met.

5.2 DEATH OF TENANT AND HOUSING TRANSFER PROCESS

- .1 There are many different housing situations that may arise following the death of a Siksika'i'koan. **Having a Will is strongly encouraged** to ensure that a Nation Owned Home can be passed to a loved one. In the absence of a Will, housing matters may become more complex and may require lengthy court proceedings to obtain administrator status.
- .2 **If no correspondence is received after a death, a Nation Owned Home will be returned to Siksika Housing inventory after thirty (30) days, and re-allocated to the next family on the Housing List.**
- .3 The transfer of a Nation Owned Home shall not occur without the approval of Siksika Housing and the execution of a Lease Agreement with the new Tenant, as applicable.

- .4 The following scenarios and processes outline common situations that may arise in the event of a death. Where a situation does not align with these scenarios, the Housing Manager will make a determination at their discretion:
- a. **Scenario 1** – A Will exists: If a Will exists, a Nation Owned Home may be transferred to an individual who is a Siksika'i'koan mentioned in that Will. Siksika Housing will require the following information from the executor to process a transfer:
 - i. proof of executor status,
 - ii. certified copy of the Will,
 - iii. completion of the Basic Home Maintenance Course of the prospective Tenant, and
 - iv. completed housing Application of the prospective Tenant.
 - b. **Scenario 2** – No Will exists but a Siksika'i'koan Spouse remains in the home: In this case, the surviving Spouse may file a new Application to have the Nation Owned Home transferred to themselves. A copy of the death certificate will be required.
 - c. **Scenario 3** – No Will exists, but a non-Siksika'i'koan Spouse remains in the Nation Owned Home: Under Family Homes on Reserves and Matrimonial Interests or Rights Act (FHRMIRA), the surviving non-Siksika'i'koan Spouse has an automatic right to occupy the family home for one-hundred eighty (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 one-hundred eighty (180) day period. Siksika Housing must be updated in writing should a non-Siksika'i'koan Spouse proceed with this option.
 - d. **Scenario 4** – No Will exists, and no survivors remain in the Nation Owned Home: In this scenario, the Nation Owned Home will be taken back into housing inventory, repaired as needed, and re-allocated to someone on the Housing List.
 - e. **Scenario 5** – No Will exists, and children remain in the Nation Owned Home: 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 Nation Owned Home. A new Application will be required to transfer the Nation Owned Home.

5.3 VOLUNTARY TRANSFERS

- 1. Voluntary transfers may occur where an Applicant or Tenant chooses to move and requests that the Nation Owned Home may be transferred to another Siksika'i'koan. All voluntary transfer requests are subject to review and approval under this Policy..
- 2. The proposed recipient of a voluntary transfer shall:

- a. Meet the eligibility criteria under section 2.1;
 - b. Submit an Application and identify the request as a Nation Owned Home transfer;
 - c. Complete a Home Maintenance Course;
 - d. Have reference checks completed by Siksika Housing to ensure that the Applicant has a good record with previous and existing landlords, and an internal credit check completed to ensure there are no outstanding amounts owing to Siksika Nation; and
 - e. If transfer is approved, enter into Lease Agreement (Appendix D) in accordance with this Policy.
3. The Housing Manager shall review the Application, and has the sole discretion to approve or deny any voluntary transfer request, taking into consideration any relevant factors.

5.4 REMOVAL, TERMINATION AND ABANDONMENT

- .1 Where there has been a breach of the Lease Agreement (Appendix D) or this Policy, Siksika Housing is authorized to enforce the terms and requirements of the Lease Agreement (Appendix D) or this Policy, including the following:
 - a. Terminating the Lease Agreement in accordance with its terms; and
 - b. Removing any person from a Nation Owned Home with assistance from Public Safety or Officer if required.
- .2 Siksika'i'koan who vacate the Nation Owned Home for any reason do not have the authority to transfer the Nation Owned Home 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 from a Nation Owned Home in accordance with this Policy and Siksika Nation Trespass Bylaw, or any other by-laws and protocols.
- .4 Siksika Housing has the right to terminate a Lease Agreement if the Tenant fails to perform or observe any covenants or obligations under the Lease Agreement. In some instances, Siksika Housing must inform the Tenant of the breach before the Lease Agreement (Appendix D) can be terminated. In other instances, Siksika Housing is not required to allow the Tenant to remedy the breach before terminating the Lease Agreement (Appendix D).
- .5 In instances where a breach of a Lease Agreement or this Policy can be remedied, a resolution may include entering into a repayment agreement for Damages, Rent arrears, or relocation to another Nation Owned Home.

- .6 If the Tenant is invited to resolve a breach of a Lease Agreement or this Policy with Siksika Housing, except for where the breach involves Rent arrears, and fails to resolve the breach within thirty (30) days of notice of the breach, a second notice will be sent indicating the Lease Agreement shall terminate in thirty (30) days, at which time the Tenants and Residents must vacate the Nation Owned Home. Evictions procedures for Rent Arrears shall follow the procedure set out in section 5.5.
- .7 If the Tenant and Residents fail to vacate within the specified time frame set out in .6, Siksika Housing will pursue a Notice of Order to have the Tenants and Residents removed from the Nation Owned Home. Where the Tenant or Resident 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.
- .8 Siksika Housing has zero tolerance for Criminal and Illegal Activities being committed in Nation Owned Homes and Siksika Housing will immediately pursue Eviction procedures for Tenants or Residents that engage in Criminal and Illegal Activities in a Nation Owned Home.

5.5 EVICTIONS FOR RENT ARREARS

When a Tenant falls three (3) months in arrears and the Tenant has not made efforts to rectify their account, Siksika Housing will take action to Evict the Tenant. The following infraction process will take place:

- .1 A letter providing notice of arrears is sent to the Tenant, requesting to make payment arrangements.
- .2 If no response or payment is received, a second letter is drafted by the communications clerk to the Tenant outlining the total amount owing with repayment plan. The second letter will re-outline the information provided in the first letter with a shorter timeline and more urgency in tone. The second letter shall state that not responding to letters within the new timeline can result in Eviction. The Tenant relations officer and a representative of Public Safety shall hand deliver the second letter to the Tenant.
- .3 If a response is received from the Tenant, a case meeting with the Tenant relations officer and property coordinator will occur to support the Tenant to address issues and confirm the period the arrears will be paid. The discussion shall be documented, and all parties shall sign off on the documentation.
- .4 If no response or payment is received from the Tenant to the second letter, the Housing Manager shall notify the Tribal Manager and Chief Operating Officer that the Eviction step has been reached, and a meeting shall be held and direction given by the Tribal Manager and Chief Operating Officer. The Property Management Zone Coordinator shall also attend the meeting and draft a briefing note indicating directions received, including if Eviction is approved.
- .5 If Eviction is approved, a letter of intent to Evict is drafted, outlining the applicable sections of this Policy and the Lease Agreement (Appendix D), and the required

timelines. The letter shall be signed by the Housing Manager, Tribal Manager, and Chief Operating Officer, with copies sent to a database. The Tenant relations officer of Siksika Housing shall hand deliver a letter of intent to Evict to a Tenant with a representative from Public Safety. Proof of delivery is required. In addition, the Tenant relations officer shall be notified of pending Eviction.

- .6 The Chief Operating Officer and Tribal Manager shall notify Ohkinniinaa ki Ninaaiks of any pending Eviction.
- .7 Once the Nation Owned Home is vacated, Siksika Housing shall send a request to the Zone Coordinator to board it up, change locks, and assess the Nation Owned Home for repairs.

APPENDIX A: Approval and Amendments



Indigenous Services
Canada

Services aux Autochtones
Canada

PROTECTED B (when completed)

Page 1 of 1

BAND COUNCIL RESOLUTION

Chronological number

BLRH 2023-69

File reference number

Note: The words "from our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditure from Band Funds.

The Council of the Siksika Nation		Cash free balance
Duly convened meeting date (YYYYMMDD) 2024-02-20		Capital account (\$)
Province/Territory Alberta		Revenue account (\$)

Do hereby resolve

AT A DULY CONVENED Band Council ("Council") meeting of the Siksika Nation (the "Nation") held on the 20 day of February, 2024, the Nation passed the following Band Council Resolution:

WHEREAS THE OHKINNIINAA AND NINAAKS of the Siksika Nations (the "BAND") derive their authority from the membership and are responsible for the peace, order and good government of the membership of the Band;

AND WHEREAS THE OHKINNIINAA AND NINAAKS of the Band has the authority to endorse housing policies

AND WHEREAS, Siksika Nation is in need of updates to its housing policy,

AND WHEREAS, Siksika Housing has prepared a proposed updated housing policy,

AND WHEREAS, Ohkinniinaa and Ninaaks have the authority to approve housing policies,

BE IT RESOLVED THAT:

1. The Siksika Nation Ohkinniinaa and Ninaaks endorses the Siksika Nation Housing Policy.

Quorum 7		Nioksskaistamik Ouray Crowfoot - Chief			
X		X			
Aakomianista'paaki Candace Backfat - Councillor	X	Siipiinaomahka Samuel Crowfoot - Councillor	X		
X	X	X	X		
Sikoha'tsista Carlin Black Rabbit - Councillor	X	Issapomah'ksika Strater Crowfoot - Councillor	X		
X	X	X	X		
Asinaipoka Reuben Breaker - Councillor	X	Ksistsikomia'ki, Tracy McHugh - Councillor	X		
X	X	X	X		
Miistapainihki Owen Crane Bear - Councillor	X	Kistsiponista, Kendall Panther Bone - Councillor	X		
X	X	X	X		
ISC USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending officer Signature		Date (YYYYMMDD)	Recommending officer Signature		Date (YYYYMMDD)
Approved by Signature		Date (YYYYMMDD)	Approved by Signature		Date (YYYYMMDD)



Indigenous Services
Canada

Services aux Autochtones
Canada

PROTECTED B (when
completed)

Page 1 of 1

BAND COUNCIL RESOLUTION

Chronological number
BCR # 2026-51
File reference number
Page 1 of 2

Note: The words "from our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditure from Band Funds.

The Council of the Siksika Nation	Cash free balance
Duly convened meeting date (YYYYMMDD) 2026-06-18	Capital account (\$)
Province/Territory Alberta	Revenue account (\$)

Do hereby resolve

AT A DULY CONVENED meeting of the Siksika Nation Ohkinniinaa ki Ninaaiks ("Council") held on the 18th day of June, 2026, Council passed the following Band Council Resolution:

WHEREAS Council, as duly elected leaders, are empowered to act on behalf of the members of the Siksika Nation and are responsible for the peace, order, and good government of the Nation;

WHEREAS Ohkinniinaa ki Ninaaiks has the authority to approve and endorse housing policies for the Siksika Nation;

WHEREAS Council approved the Siksika Nation Housing Policy by Band Council Resolution No. 2023-69 at a duly convened meeting of Council on February 20, 2024;

WHEREAS Siksika Housing has prepared proposed amendments to the Siksika Nation Housing Policy, including retitling it as the Siksika Nation Rental Housing Policy to distinguish it from the Affordable Home Purchase Policy;

WHEREAS section 1.2.3 of the Siksika Nation Rental Housing Policy (the "Rental Housing Policy") provides that only Ohkinniinaa ki Ninaaiks may approve amendments to the Rental Housing Policy by Resolution, and section 1.2.1 provides that the Rental Housing Policy comes into effect under the authority of Ohkinniinaa ki Ninaaiks, in accordance with the Nation's laws, customs, and traditions;

WHEREAS the Rental Housing Policy was presented to Council at a First Reading on May 20, 2026; and the revised Rental Housing Policy has been returned to Council for Second Reading as of the date of this Resolution;

WHEREAS Siksika Housing and the Tribal Manager have reviewed the Rental Housing Policy and recommend it for Council approval;

WHEREAS after due consideration, Council has determined that it is in the best interests of the Siksika Nation and Siksika'iikoan to approve the Rental Housing Policy;

Quorum 7	Siipiinaomahka Samuel Crowfoot - Chief	
	X	
Aakomianista'paaki Candace Backfat - Councillor	Amiianisstohkitopi Carlton Big Snake - Councillor	Miistapainihki Owen Crane Bear - Councillor
X	X	X
Aiststainihki Romeo Crowchief - Councillor	Miksstamik Darrell Daniels - Councillor	Ahsoapitoww Louise Dooze - Councillor
X	X	X
Ksistskomia'ki, Tracy McHugh - Councillor	Kistsiponista, Kendall Panther Bone - Councillor	Natoyiiksiskstakiaaki Lenora Rabbit Carrier - Councillor
X	X	X
Kanaikito Ike Solway - Councillor	Misamoh'poskina'ki Jamie Spring Chief - Councillor	Anaokitapii Stephen Yellow Old Woman - Councillor
X	X	X

ISC USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending officer Signature		Date (YYYYMMDD)	Recommending officer Signature		Date (YYYYMMDD)
Approved by Signature		Date (YYYYMMDD)	Approved by Signature		Date (YYYYMMDD)

INTER 80-005SE 2021-08-05

Canada

APPENDIX B: Housing Application



SIKSIKA HOUSING **APPLICATION FOR RENTAL HOUSING**

Note: Capitalized terms have the same meaning as defined terms in the Siksika Housing Policy, as applicable.

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 <i>(list all adults, children, dependants who will be residing in the home)</i>		
Resident 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		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.	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		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.	Yes, I have included a copy.		

Rental History			
<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?	Yes No Unsure	If yes, please provide name, phone, and email of current landlord:	
Do you have any outstanding arrears with utility companies?	Yes No 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?	Yes No Unsure	<i>If yes, please provide name, phone, and email of landlord:</i>	

Additional Information		
Is this application related to a voluntary transfer of an existing Nation Owned Home?	Yes No	<i>If yes, please provide the following details:</i> Name of current Tenant requesting the transfer: Address and/or unit number of the Nation Owned Home:
What is your relationship status?	Married Common Law Single Other?	<i>If there are unique circumstances, please use this space to provide details:</i>
Have you, or your co-applicant, rented a Nation Owned Home previously?	Yes No	<i>If yes, please provide house number and years occupied:</i>
Do you or any potential Residents have any extraordinary or special needs?	Yes No	<i>If yes, please list</i>
Have you attended a Basic Home Maintenance Course	Yes No	<i>If no, would you like to receive a reminder for the next course that is offered?</i>

offered by Siksika Housing?		
Please confirm that you can pay the monthly Rent of \$325 if you are allocated a unit?	Yes No Unsure	<i>If unsure or unable, please provide details here:</i>
Are you applying for a specific Nation Owned Home that has been advertised (e.g. a unique or special housing unit)	Yes No Unsure	<i>If yes, please provide the following details:</i> Description or type of unit (if known): Address and/or unit number (if known):
Does your current home pose a health and/or safety risk to the occupants?	<i>If yes, this must be supported by documentation such as an Inspection Report. Have you included a copy in this Application?</i>	
Do you currently reside in a temporary housing situation?	<i>If yes, this must be justified with documentation from an authority or acceptable agent. Have you included a copy in this Application?</i>	
Is your current living situation considered overcrowded?	<i>If yes, please describe the number of rooms and occupants:</i>	
Is there any other information you would like Siksika Housing to know?	<i>Please provide details here:</i>	

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</i> <i>If no, please follow up with applicant to obtain missing information</i>		
Notes:			

APPENDIX C: ALLOCATION ASSESSMENT

Allocation Assessment

Office Use Only

Name of Applicant:		Date Received:	
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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 following to determine the Applicant's eligibility for a home:

Each person applying must be a Siksika'i'koan who is 18 years of age or older to be eligible to apply to be added to the Housing List; and

A non-Siksika'i'koan may apply for a home if they are the primary parent/guardian of a Minor Child.

If yes to one of the above criteria 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 Nation Owned 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/family status	25 points for each of the following: - Minor Child. - Single parent with dependents. - Dependent or Applicant has extraordinary needs.	
Financial considerations	25 points for each of the following: - 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: - 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.	
Previous home allocation	Remove 100 points for each of the following: - Has been previous allocated a Nation Owned Home and left it damaged.	

	- Has been non - compliant with lease terms in previous allocation. - Has arrears or money owing to the Nation.	
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 under the age 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; or
- 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.

If it is found that there are arrears for Applicant, payment plan must be put into place ASAP. Applicant will not be allocated a Nation Owned Home without payment plan in place and a consistent payment on arrears for at least 3 months.

Notes

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

APPENDIX D: 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 owns a house or residential property 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.Error! Reference source not found.**;
- (ii) for the term set forth in **Error! Bookmark not defined.Error! Reference source not found.**; 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 before the Commencement Date.
- 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 15.2;
 - (b) by Interac debit with the Landlord at the address set out in Section 15.2; or
 - (c) by interact e-transfer to the email address set out in Section 15.2.

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. Residents

- 4.1 For the purposes of this Agreement, "**Residents**" means individuals other than the Tenant authorized to reside in the Premises under this Agreement, in accordance with **Schedule "A"**. This includes, but is not limited to, the Tenant's spouse, family members, and children. The Tenant covenants that the list of persons shown in **Schedule "A"** shall be the only permanent Residents during the term of this Lease other than the Tenant 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 Residents.

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 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.

6.2 The Landlord and the Tenant shall inspect the Premises within one (1) week before or after the Tenant takes 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) comply with all applicable provisions of the Siksika Nation Rental Housing Policy, as amended from time to time, which are hereby incorporated into and form part of this Lease.
- (c) follow applicable by-laws, statutes, orders, or regulations of the Landlord, or other competent authorities relating to the Premises.

- (d) 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.
- (e) not wilfully do or allow damage to the Premises, including any buildings on the Premises and any furnishings and appliances listed in **Schedule "B"**.
- (f) not leave the Premises vacant or unoccupied for a period of thirty (30) consecutive days.
- (g) notify the Landlord in writing if the home will be unoccupied for a period of thirty (30) days or more.
- (h) not change, replace or add any locks to the Premises without prior written consent of the Landlord.
- (i) maintain the Premises and any property rented with it in a reasonably clean condition.
- (j) 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 any applicable terms of this Lease, 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.

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 Residents' 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 Residents' 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 Residents, or any invited guests of the Tenant or Residents.
- 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.

Damage Resulting from Criminal or Illegal Activity

- 8.10 Where damage to the Premises results from criminal or illegal activities, including but not limited to the manufacture, use, or distribution of illegal substances, the Tenant shall be responsible for all costs associated with the repair, remediation, and restoration of the Premises.
- 8.11 Siksika Housing may recover such costs from the Tenant directly, through repayment arrangements, or by any other lawful means, including:
 - (a) recovery through insurance where applicable;
 - (b) recovery through deductions permitted under this Lease or applicable policies; and
 - (c) seeking restitution or compensation through a court of competent jurisdiction, including in connection with any criminal proceedings.
- 8.12 For greater certainty, the Tenant's responsibility under this section applies regardless of whether the damage was caused by the Tenant, a Resident, or any invited guest or occupant of the Premises.

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 reasonable 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 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 reasonable 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 fails 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 the Lease upon providing the Tenant with thirty (30) days' written notice.
- 10.4 If the Tenant or, as applicable any Resident, has:
- (a) done or permitted significant damages to the Premises;
 - (b) performed illegal acts, 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 Resident;
 - (d) failed to pay the first months' Rent required under Section 2.1 within fourteen (14) days of the execution of the Lease by both parties;
 - (e) failed to pay the security deposit required under section 5.1 within fourteen (14) days from when it is due; or

- (f) If the Tenant, Resident(s), or any other individual present on the Premises has manufactured or sold illegal drugs from the Premises,

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;
- (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. Eviction for Rent Arrears

12.1 If the Tenant falls three (3) months in Rent arrears and fails to make reasonable efforts to address the outstanding Rent balance, the Landlord may initiate eviction proceedings in accordance with Section 5.5 of the Siksika Nation Rental Housing Policy. This process includes:

- (a) issuing written notices of Rent arrears;
- (b) offering the Tenant an opportunity to enter into a repayment plan;
- (c) holding a case meeting if the Tenant responds; and
- (d) obtaining approval from Siksika Nation leadership to proceed with eviction if the Tenant does not respond or make payment for the outstanding Rent balance.

13. Assignment and Sublet of Lease

13.1 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.

13.2 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.

13.3 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.

14. Indemnification

14.1 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 Residents' use and occupancy of the Premises;
- (b) any act, omission, fault, or neglect on or about the Premises by the Tenant, the Residents, 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 Residents,

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

14.2 If any action or proceeding is brought against the Landlord by reason of any of the matters listed in Section 14.1, 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.

15. General Provisions

Schedules

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

Notices

15.2 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

15.3 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.

- 15.4 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

- 15.5 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

- 15.6 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

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

Conflict with Policy

- 15.8 Where a conflict or inconsistency arises between the Siksika Nation Rental Housing Policy and this Lease, the terms of this Lease shall prevail to the extent of the conflict or inconsistency.

Tenant Acknowledgement

- 15.9 The Tenant acknowledges that the Landlord has provided them with a reasonable opportunity to review the terms of this Lease and the Siksika Nation Rental Housing Policy and that they have reviewed and understand their terms.

In witness of the foregoing covenants, the Landlord and the Tenant have executed this Lease.

_____	_____	_____
Witness	Landlord	Date
_____	_____	_____
Witness	Tenant	Date
_____	_____	_____
Witness	Tenant	Date

SCHEDULE "A"- TENANT, PREMISES AND RESIDENT INFORMATION

Name of Tenant or Tenants

Tenant Contact Information (for each Tenant)

Email Address:

Phone Number:

Location of Premises, Tenant Address, Lot Size or Description

Commencement Date:

Monthly Rent:

Residents of Premises and Relationship to Tenant (e.g., spouse, child, etc.)

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), and shall ensure that all Residents, guests and occupants adhere to the following rules and regulations:

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; and
 - moving or relocation.
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 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 Residents, 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 Residents, 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.

Land Use

27. The Tenant shall use the Premises for residential purposes only and shall not permit the Premises to be used for any commercial, industrial, or institutional purpose without the prior written approval of Siksika Housing and any required approvals under all applicable Siksika Nation laws and policies, including the Land Use Policy.
28. The Tenant shall comply and ensure that all Residents, guests and occupants comply with all applicable Siksika Nation land use laws, policies, and approvals.
29. The Tenant shall not construct, place, or permit to be constructed or placed on the Premises any accessory buildings, structures, or improvements, including but not limited to sheds, garages, fences, decks, or temporary structures, without the prior written approval of the Landlord and any required land use approvals.
30. The Tenant shall not use the yard or exterior areas of the Premises for:
 - a. storage of derelict or unregistered vehicles;
 - b. the storage of materials, equipment, or waste that creates a safety risk or nuisance; or
 - c. any use that is inconsistent with residential occupancy or that may negatively affect neighbouring properties.
31. The Tenant shall not operate any business or income-generating activity from the Premises without the prior written approval of the Landlord and compliance with the Land Use Policy.
32. The Tenant shall not dispose of or store hazardous materials, pollutants, or waste on the Premises except in accordance with applicable laws and policies, and shall take reasonable steps to prevent environmental damage.

APPENDIX E: Housing Committee Terms of Reference

SIKSICA HOUSING COMMITTEE - TERMS OF REFERENCE

This Terms of Reference (TOR) document establishes the intent and roles of the Siksika Housing Committee (herein referred to as the “Committee”) and details the specific purpose of the Committee, as laid out in the amended Siksika Nation Rental Housing Policy, approved by Siksika Leadership in [DATE] 2026.

1. Purpose

The Committee provides oversight and assesses the new housing recommendation process or housing allocation process to maintain quality control over procedures. The Committee may suggest policy updates and revisions, when required.

2. Membership & Roles

Committee members include:

- Housing Manager, as chair, and is a member for the purpose of voting and quorum requirements
- Property supervisor (pending approval – currently noted as property coordinator)
- Housing Administration staff, as note taker and meeting support, but not a member for the purpose of voting or quorum requirements
- Support Centre Manager or delegated proxy
- Siksika Child and Family Services Manager or delegated proxy
- Siksika Health or delegated proxy
- Chief Operating Officer*
- Tribal Manager*
- Public Safety and Justice Director, who is an advisor and not a member for the purpose of voting or quorum requirements, or delegated proxy
- The Committee may also include two observers who have knowledge about housing and the Nation.

*Attending as Required

3. Meetings

- Meetings are to focus on reviewing the Housing List and housing allocation recommendations to facilitate discussions and aid in sharing information and updates with the Housing Manager.
- Siksika Housing administrative staff shall be responsible for all preparation needed to facilitate a Committee meeting, with the chair taking a managerial role to ensure meetings are conducted in an efficient and effective manner.
- Meetings are to occur on the first Tuesday of every month.
- Quorum: A simple majority of the members of the Committee constitutes a quorum (4 of 7 Committee members are required to be present for a meeting to occur). If a simple majority of the members of the Committee are not present in person, quorum can be met virtually or resolutions may be made via email follow up.
- The Committee will maintain a consensus-based decision-making process in all decision-making matters. Consensus decision-making is a process where all Committee members work together to reach an agreement that everyone can accept,

even if it's not their first choice. It focuses on including everyone's input, resolving objections, and finding a solution that satisfies the group as a whole, rather than relying on majority votes. This approach fosters cooperation but can take more time to achieve agreement.

- Siksika Housing Administration staff are responsible for taking meeting notes and ensuring they are filed as they are audited and distributed electronically to all Committee members/meeting attendees within one (1) working day of meeting.

4. Reporting/Relationship

- In relation to conflict of interest disclosures, the Housing Committee reports to the Tribal Manager.
- The Housing Manager is responsible for chairing the Housing Committee and determining its annual budget.

5. Resourcing

- There have been minimal resources allocated to the Committee to date, as it is in the development stage.
- The Housing Manager shall determine the Committee's annual budget.

6. Cultural Considerations

- Housing Committee meetings are to start with a prayer.

7. Alignment with Siksika Employment Services Policies

- The Committee shall conduct its activities in accordance with the Siksika Nation Rental Housing Policy, the Siksika Nation Financial Administration Law and related policies, as well as the following Siksika Nation policies:

Refer to Siksika Policy 55.2.19 – **Social Media Use Policy**, including:

- Respectful Online Conduct - employees are expected to maintain a respectful and professional demeanor in all online interactions. Harassing, threatening, or discriminatory behaviour directed towards co-workers, clients, partners, or related entities is strictly prohibited.
- Confidentiality and Information Security – Unauthorized disclosure of the confidential and proprietary information of the Siksika Nation Tribal Administration or any related entity is prohibited. Employees are also forbidden from collecting, using, or disclosing personal information about clients or colleagues without proper authorization.
- Reputation Management – Employees should avoid any action that could damage the reputation of the Siksika Nation Tribal Administration or its related entities. Social media use should be conducted with consideration of the organizations standing and image.
- Compliance with Workplace Policies – All workplace policies and agreements extend to online activities. Violations of these policies in an online setting will be treated as violations in any other forum.
- Personal Use of Social Media – The Siksika Nation Tribal Administration permits limited personal use of social media at its offices during non-working hours, provided that is

does not involve inappropriate content, violate other policies, or impact work performance.

By adhering to this policy, all members contribute to a respectful, secure, and professional environment both online and offline.

Refer to Siksika Policy 55.2.18 – **Privacy Policy**, including:

The Siksika Nation Tribal Administration will:

- Provide clear and relevant details about why personal information is being collected, used, or shared.
- Limit the gathering, utilization, and sharing of personal information to only what is essential for the defined purposes.
- Explain how personal information has been or will be utilized and supply a list of entities to which it has been disclosed.
- The Siksika Nation Tribal Administration will adhere to the guidelines and requirements set forth by the Personal Information Protection and Electronic Documents Act (PIPEDA), to the extent applicable.

Refer to Siksika Policy 55.20.6 – **Drugs and Alcohol Policy**, including

Work Readiness - Employees must not report to work or engage in work activities if they are impaired due to drug or alcohol consumption. Should an employee be found unfit for work as a result of drug or alcohol use while on the job, they may be instructed to leave the workplace immediately and will not be permitted to complete their workday.

No Substance Use During Work – Employees are prohibited from using drugs or alcohol during work hours, including breaks. Additionally, employees must refrain from consuming drugs or alcohol at any events or meetings sponsored by the Siksika Nation or Siksika Nation Tribal Administration.

Possession - Employees are prohibited from possessing illicit drugs, prescription medications without a valid prescription, alcohol, or recreational cannabis while on the Siksika Nation Tribal Administration's premises or while conducting business on behalf of the Siksika Nation Tribal Administration.

Sale – Employees are strictly prohibited from selling or offering for sale any drugs or alcohol while on the Siksika Nation Tribal Administration's premises or while conducting business on behalf of the Siksika Nation Tribal Administration.

Smoking and Vaping – Smoking and vaping are allowed only in designated areas and must comply with all relevant laws and regulations.

Off-Duty Drug and Alcohol Use: Consuming drugs or alcohol while off-duty can lead to situations that may weaken the relationship between the Siksika Nation Tribal Administration and the employee. Such situations include:

- 1) The use of drugs or alcohol that can impair an individual, such as:

- a) Illegal drugs with impairing effects, including cocaine, opiates, hallucinogens, or methamphetamines.
 - b) Prescription medications that may impair, such as oxycontin, Ritalin, valium, or cannabis.
 - c) Substances that may be used or possessed illegally or without a prescription but still have impairing effects, such as alcohol, recreational cannabis, or certain over-the-counter medications.
- 2) The use of drugs or alcohol while on duty, which can result in:
- a) The loss of credentials, certifications, licenses, or other professional designations necessary for the employee's role.

Reasonable Cause: A manager may mandate drug and/or alcohol testing for an employee in a safety-sensitive position if there is reasonable cause to believe that the employee's ability to work safely is impaired due to drug or alcohol use, as prohibited under this Terms of Reference (TOR).

Refer to Siksika Policy 55.2.4 Conflict of Interest Policy

Disclosure of Conflict of Interest - If an employee suspects they may have a conflict of interest, they are required to:

- 1) Promptly disclose the situation in writing using the Declaration form included as Appendix A, (refer to: Siksika Conflict of Interest Policy 55.2.4) and submit it to the Tribal Manager as soon as possible.
- 2) Abstain from engaging in any discussions or decision-making related to the conflict of interest until the Tribal Manager or their designate provides guidance on steps to avoid or mitigate the conflict.

Review and Management: Following an evaluation of the Declaration, the Siksika Nation Tribal Administration may take steps to address the conflict of interest. These steps might include recusing the individual from decision-making processes, adjusting their roles and responsibilities, or obtaining legal advice.