

HOUSING POLICY

RED PHEASANT CREE NATION



March 27, 2026

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DEFINITIONS AND ACRONYMS:

Acronyms:

For the Red Pheasant Cree Nation Housing Policy, the following acronyms will be used:

RPCN = Red Pheasant Cree Nation

RPCNHP = Red Pheasant Cree Nation Housing Policy

BATC = Battlefords Agency Tribal Chiefs

CMHC – Canada Mortgage Housing Corporation

Definitions:

For this document, the Red Pheasant Cree Nation Housing Policy, the following definitions will be used:

“Elders/Seniors” means a Red Pheasant Cree Nation member who is 65 years of age or older. (as defined for the purpose of this policy only)

“Family” means a minimum of two (2) people who live in the same housing unit. A family of two may consist of:

- a parent/guardian and/or a child
- common-law spouses, or
- one person who is dependent on the other on a continuing basis.

“Guest” means any person staying for a maximum of thirty (30) days with a tenant residing in a Red Pheasant Cree Nation housing unit. A guest is not listed on the tenant’s profile or tenancy agreement as a permanent occupant of the housing unit.

“Housing Manager” means the person hired by Red Pheasant Cree Nation to carry out the managerial duties of the Housing Department.

“Housing Department” means the person(s) hired by Red Pheasant Cree Nation to carry out the duties of this department.

“Housing Unit” means a single-family home on its own designated lot, a duplex, an apartment in an apartment block, or group home or other special residence.

“Immediate Family” (for the purpose of Conflict-of-Interest issues that may impact Chief and Council members, refers to an individual member’s parents, spouses of parents (step-), siblings and children.

“Members” means a person registered as a member of the Red Pheasant Cree Nation. For the Red Pheasant Cree Nation Housing Policy, only members who are eighteen (18) years or older are eligible to apply to become a tenant of a RPCN housing unit.

“Red Pheasant Cree Nation’s Chief and Council” is the elected leadership of Red Pheasant Cree Nation.

PART 1

Purpose, Scope, Objectives & Principles

1.01 Purpose

The Purpose of this policy is to provide guidelines and housing-related procedures for the administration of the on-reserve housing program for RPCN.

The RPCN Housing Policy will apply to all RPCN Band Members who have been assigned a Red Pheasant Cree Nation housing unit and have signed a tenancy agreement.

The directives outlined in this policy will also provide guidelines to RPCN members who live in RPCN-owned housing units.

The housing policy will also specify responsibilities and lines of authority for the RPCN Chief and Council, Housing Department, Management, and tenants.

The housing policy shall enable the Housing Department and Chief and Council to make consistent decisions.

The purpose of the housing policy is to improve the quality of life for community members by developing and maintaining housing that meets their needs. These housing needs will be addressed in partnership with community members.

1.02 Values

There are a number of key values that will be maintained by the Red Pheasant Cree Nation Housing Department. These core values include:

- 1.02.01 All residents have the right to safe, adequate and healthy housing.
- 1.02.02 Housing must be affordable.
- 1.02.03 Self-reliance will be encouraged
- 1.02.04 Transparency is of paramount importance and the Red Pheasant Cree Nation Housing Department will be fully accountable to the people.

1.03 Scope

The scope of the housing policy is to deal with matters which concern on-going management and maintenance of the housing units in RPCN.

1.04 Objectives

The housing objectives of Red Pheasant Cree Nation include:

- 1.04.01 A commitment to providing safe and adequate housing for RPCN members, while

operating in accordance with clear business principles and remaining fiscally responsible and accountable to the membership.

1.04.02 On-going care and respect for:

1.04.02.01 the land set aside for RPCN housing projects, and

1.04.02.02 the entirety of RPCN's housing stock

1.04.03 Securing sustainable and consistent funding for Red Pheasant Cree Nation to:

1.04.03.01 increase availability of housing for our members

1.04.03.02 train and hire our members to build, repair and administer new and existing housing, and

1.04.03.03 construct purpose-built housing to meet the needs of our members at various stages of their life

1.04.04 Fostering mutually beneficial relationships between RPCN and Members (tenants) residing in RPCN owned housing units. This will be done through open and respectful communication, as well as a shared commitment to fulfil their corresponding responsibilities.

1.04.05 Further developing the capacities of RPCN members to ensure they can assume and uphold the responsibilities of being assigned a RPCN housing unit.

1.05 Principles

This policy is based on the following principles:

1.05.01 To support and aid in the provision of the memberships' basic housing needs on-reserve.

1.05.02 That continuous effort is made to achieve improvements in housing quality on RPCN.

1.05.03 That the RPCN Housing Program be administered in a cost-effective, service-oriented, and accountable manner.

1.05.04 That all Band Members be treated in a fair and equitable manner with respect to the allocation and distribution of RPCN housing programming and related funding.

1.05.05 That the housing needs of RPCN may change, as such, this policy is subject to change per the guidelines set out in the document and will be revised as needed.

1.06 Housing Policy Amendments

The housing policy is subject to annual review through the following process:

- 1.06.01 The Housing Manager, Band Manager, or Chief and Council may propose amendments to the policy on an annual basis, or as needed.
- 1.06.02 The proposed amendments will be reviewed by Chief and Council for decision.
- 1.06.03 Any approved amendments will be posted publicly for thirty (30) days to allow the community to be informed.
- 1.06.04 Amendments take effect 15 days after being publicly posted as a ratified decision.

PART 2 Role & Mandate of Red Pheasant Cree Nation Chief and Council in Housing

2.01 Red Pheasant Cree Nation Chief and Council

Chief and Council serve as the “authority having jurisdiction” in relation to the implementation and execution of the RPCN’s Housing Policy and Program.

2.02 Chief and Council Housing Mandate

The housing mandate of Chief and Council is to provide:

1) direction, 2) programming and 3) information to all First Nation community members living on-reserve and to those off-reserve members with interest in relocating to RPCN. That said, this Policy will deal only with housing **on-reserve**.

2.03 Duties & Responsibilities - RPCN Housing Manager

Outside of their duties and responsibilities as a member of RPCN’s Housing Department, the Housing Manager shall:

- 2.03.01 The Housing Manager will receive housing requests and housing applications.
- 2.03.02 The Housing Manager will prepare recommendations to Chief and Council regarding tenant selection based on the prioritization process in the detailed Housing Policies hereunder.
- 2.03.03 The Housing Manager will accept requests for maintenance and repairs, which will be prioritized and reflected in the short and long term housing plans.
- 2.03.04 The Housing Manager will prepare short-term and long-term housing plans that reflect maintenance, repair and renovation projects, and new construction. The annual housing program plans shall be developed from the budget available as provided by the Band Manager and shall take into consideration all requirements for the entire fiscal year including, but not limited to:

- 2.03.04.01 All costs associated with new housing construction;
 - 2.03.04.02 Costs of major renovations to existing houses;
 - 2.03.04.03 Costs to relocate existing reallocated houses;
 - 2.03.04.04 Recovery of previous budget, over expenditures;
 - 2.03.04.05 Minor repairs, etc.
- 2.03.05 The housing plans will be submitted to Chief and Council for review and approval.
 - 2.03.06 The Housing Manager shall keep and be responsible for records, files, evaluations, and reports as so determined by the Band Manager and/or Chief and Council.
 - 2.03.07 The Housing Manager also has responsibility for the maintenance of a data and information system in respect of housing assets, infrastructure, inspections, renovations, repairs and maintenance management.
 - 2.03.08 The Housing Manager may, upon consultation and delegation by the Chief and Council, manage and supervise those contractor and sub-contractor arrangements as so entered into by the RPCN in relation to the housing program.
 - 2.03.09 The Housing Manager is responsible for cheque requisitions related to housing related expenses.
 - 2.03.10 The Housing Manager is responsible for coordinating the assessment of the entire housing stock.
 - 2.03.11 The Housing Manager will be responsible for securing cleaning personnel if required when a residential unit becomes vacant. If necessary, funds for cleaning will be collected from the tenant if they have made no effort to leave the premises in a clean and satisfactory state.
 - 2.03.12 The Housing Manager shall coordinate an Annual Retreat to review the Housing Policy, Tenancy Agreement and Housing Department policies and procedures.
 - 2.03.13 The Housing Manager will provide a report on the Housing Department's activities at the request of Chief and Council and report/present to RPCN members at RPCN Annual General Meeting on behalf of the Housing Department.
 - 2.03.15 In relation to the selection process of potential tenants, the Housing Manager will contact references of potential tenants and report back findings to Chief and Council.

2.04 Duties and Responsibilities – Band Manager

- 2.04.01 Allocates funds for housing programs from annual Indigenous Services Canada Band Base Allocation or Minor Capital.
- 2.04.02 Represents Housing Team in lobbying efforts for funds and resources from government agencies and Chief and Council.

- 2.04.03 The Band Manager must direct requests for housing to the Housing Manager who will report outcomes of requests to Chief and Council. At no time may the Band Manager offer any housing allocations or renovations without the expressed approval of the Chief and Council.
- 2.04.04 The Band Manager will maintain the RPCN Housing Replacement Reserve Account, and Renovation Account.

2.05 Duties & Responsibilities – Portfolio Councilor

- 2.05.01 Represent Housing Department in lobbying efforts for funds and resources from government agencies and Chief and Council.
- 2.05.02 Represent the Housing Department when presenting initiatives to the RPCN Membership.
- 2.05.03 The Housing Councilor must direct requests for housing made to Chief and Council to the Housing Manager.

2.06 Duties and Responsibilities of the Housing Department

- 2.06.01 Implement the Housing Policy established and adopted by RPCN Chief and Council.
- 2.06.02 In coordination with Chief and Council review, and if necessary, recommend amendments to the RPCN Housing Policy, Tenancy Agreement and Housing Department processes and procedures on an annual basis.
- 2.06.03 In coordination with Chief and Council review and/or develop short and long-term housing goals annually.
- 2.06.04 Maintain an inventory of all housing units within the community that includes references to the age and condition of the unit. This information will be gathered through annual assessments/inspections.
- 2.06.05 To the best of their ability, ensure tenants assume responsibility for the upkeep of their units as described in the Tenant Manual attached hereto as APPENDIX “E”.
- 2.06.06 Maintain a priority list of all Band Members whose units need repair or who qualify for renovations.
- 2.06.07 Receive, assess, and process all housing applications in a timely manner. Once processed, housing applications shall be reviewed by Chief and Council at a meeting scheduled for this purpose.
- 2.06.08 Receive and process housing disputes so they can be heard at the next scheduled meeting of Chief and Council.

- 2.06.09 Manage all projects and activities undertaken through the RPCN Housing Program.

Part 3 Red Pheasant Cree Nation Housing Policy

3.01 General Provisions

- 3.01.01 The policies and procedures contained herein are to be applied to all residential construction, renovation, or repair for all housing units on RPCN.
- 3.01.02 All new residential construction, renovation or relocation of housing units shall comply with or exceed the minimum standards as set out in the National Building Code of Canada 2025.
- 3.01.03 Chief and Council shall be deemed as the “Authority having Jurisdiction” as related to all matters relating to housing in RPCN.
- 3.01.04 To be eligible for a new unit and renovations or repairs to a band-owned unit, the applicant must be a registered member of RPCN, eighteen (18) years of age or older.

3.02 Design and Construction Standards

- 3.02.01 Design and Construction Standards of all new houses and renovations will be built to health, safety and as appropriate to tenant needs.
- 3.02.02 Technical input will be obtained from the BATC Tribal Council in respect of site selection and construction inspections prior to and during construction.
- 3.02.03 Houses will not be occupied until BATC Tribal Council issue a respective Completion Certificate.

3.03 Site Standards

- 3.03.01 New houses and/or houses purchased by a Band Member for the purpose of relocating to the Nation shall be situated on designated residential lots identified by Chief and Council and as recommended by the Project Manager. The Project Manager(s) will be responsible for assigning specific plots.
- 3.03.02 Houses will be located to take maximum advantage of existing infrastructure including:
 - 3.03.02.01 Sewer and water;
 - 3.03.02.02 Streets and roads; and
 - 3.03.02.03 Electrification.

3.04 Housing Database

- 3.04.01 The Housing Manager shall maintain a housing file/database for each house unit located on-reserve.
- 3.04.02 The value for each house shall be determined by a home appraisal for the purpose of insurance, and assessing improvement costs to the houses.
- 3.04.03 The layout or map of the reserve and homes with proper occupants shall be maintained regularly. A copy of the map, housing locations, and occupant names shall be forwarded to all other agencies requiring the information.

3.05 Construction of New Units and Repair/Renovation of Existing Units

- 3.05.01 Wherever and whenever possible, housing construction or improvements shall be carried out using labour provided by RPCN Band Members.
- 3.05.02 All housing construction and maintenance contracts will be managed by the RPCN Housing Department.
- 3.05.03 All construction, renovations and repairs carried out under this policy shall be undertaken with due regard for the natural environment so that trees, plants, and grass are not destroyed unnecessarily.

3.06 Introduction to the Housing Program

The RPCNHP will function as a guide for decision-making. This policy provides a balanced framework that defines the roles and responsibilities of leadership, administration and occupants residing in the homes and most importantly, this policy outlines the housing options that are available for community members to access.

- 3.06.01 The Housing Manager is responsible for forwarding recommendations to Chief and Council.
- 3.06.02 The Band Manager's responsibilities regarding the housing program and in consultation with the Housing Manager, is to ensure that financial reports are filed with the RPCN on a quarterly basis. The Band Manager will also advise the Chief and Council on the implications of any transaction or policy changes contemplated.
- 3.06.03 The Councillor with the Housing Portfolio will be the liaison between the Housing Department and Chief and Council. This individual will represent the RPCN and attend housing related functions and meetings with all levels of government and corporate partners. Further, the council representative will be responsible for lobbying both internally and externally to secure current and additional resources.

3.07 Conflict of Interest Policy

3.07.01 Policy Description

The purpose of this policy is to establish guidelines for conflicts of interest that might arise in the course of a Chief and Council Member's duties and external activities. RPCN Chief and Council must make a commitment to avoid actual and potential conflicts of interest between their responsibilities and their external activities. Where conflicts of interest exist the Chief/Council member must disclose the nature and extent of the conflict of interest to Chief and Council and Band Manager at the earliest possible time.

3.07.02 Definitions

Conflict of Interest – a situation that arises when the Chief or Councilor's private interests or duties are in conflict with their duties to RPCN.

Private Interest – means any advantage or benefit to the Chief or Councilor, to a member of his/her family, or to a Business Associate which might be perceived as compromising the decision making process or the impartial carrying out of a duty or function.

3.07.03 Disclosure

The Chief or Council Member who has reasonable grounds to believe he/she has a conflict of interest must immediately:

- 3.07.03.01 Disclose the general nature of the conflict to the Chief and Council and Band Manager;
- 3.07.03.02 Withdraw from the situation prior to contributing to and influencing an outcome.

3.07.04 Policy Application

Before assuming official duties, Chief and Council members shall sign the Conflict of Interest Agreement certifying that they have read and agree to abide by these standards.

3.07.05 Breach of Conflict of Interest

The Chief or Council member who fail to comply with these standards during the course of their term will be reported by Band Manager and the matter will be up for review by Chief and Council.

3.07.06 Conflict of Interest Agreement

An Acknowledgement of standards is to be observed by all members of the RPCN Chief and Council concerning conflict of interest. Two signed copies of the agreement are required: one to be kept on file with the Band Manager and one given to the Individual.

Chief and Council agree to disclose to the Band Manager, any interest that might be construed

as being in real, potential or apparent conflict with the delivery of Housing Service on the RPCN.

PART 4 Tenant Relations

4.01 Application for Housing

Band Owned Units and CMHC Housing are homes that are funded and/or financed through federal government housing programs, mortgage loans and Red Pheasant Cree Nation own sourced revenues.

All housing units that are on the RPCN both on-reserve, *except those deemed to be privately owned and for which an Ownership Agreement has been executed*, are considered property of the RPCN and classified as Band Housing.

4.02 Eligibility to Apply for Housing

- 4.02.01 Registered Band Members, living both on- and off-reserve, eighteen (18) years of age and older will be eligible for housing in RPCN.
- 4.02.02 New members who have been recently added and/or transferred to RPCN's membership roll will have to be on the membership roll for a minimum of three (3) years prior to being eligible to apply for RPCN housing.
- 4.02.03 Housing Department reserves the right to review housing applications across other RPCN departments to ensure eligibility of individuals to apply for housing.

4.03 Application Procedure

- 4.03.01 Upon notification of new and recently vacated housing units, the Housing Department will reference the active Housing Applications on file.
- 4.03.02 Primary applicants must be at least eighteen (18) years of age and a member of the RPCN.
- 4.03.03 Applications must be submitted on forms (APPENDIX "A") provided by the Housing Manager.
- 4.03.04 The Housing Manager may conduct investigations as necessary to verify information contained in the application is accurate. The applicant must provide three (3) character/landlord references. The Housing Manager or delegate will contact and verify the three (3) character/landlord references provided.
- 4.03.05 An applicant shall provide written confirmation from SaskPower and SaskEnergy of

their current account standing. For an applicant with no current responsibility for a SaskPower or SaskEnergy account, the applicant shall provide confirmation that there are no arrears on a previous power and gas account. Alternately, the applicant may provide with the application, signed written consent for SaskPower and SaskEnergy to disclose information on the applicant as relates to past SaskPower and SaskEnergy accounts. An applicant with power or gas arrears shall not be eligible; and

4.03.06 An applicant shall provide written confirmation from Red Pheasant Finance Department that confirms that there are no arrears or outstanding payments on accounts with Red Pheasant (ie. Housing payment or outstanding power/gas accounts). If there are arrears or outstanding accounts, the applicant shall not be eligible for housing until the Finance Department confirms either:

4.03.06.01 The arrears/outstanding accounts have been paid in full; or

4.03.06.02 The applicant has entered into an arrears repayment agreement with RPCN and has paid the agreed-upon monthly instalments on their due date for a minimum of six consecutive months. If the outstanding account is related to tenant damage or unpaid power or gas bills related to the unit, a repayment agreement shall not be accepted; in order to be eligible these outstanding account(s) must be paid in full.

4.03.07 The Housing Department will follow a process for allocation as per the following:

4.03.07.01 Applicant completes Housing Department housing application form;

4.03.07.02 Housing Manager verifies all data in the application is correct, and this includes applicant providing three (3) character/landlord references.

4.03.07.03 Allocation summary is prepared and submitted to RPCN Chief and Council for review and approval;

4.03.07.04 The RPCN membership will be made aware of the allocation process.

4.03.07.05 All applicants will be provided with written notification of the status of their application upon written request; and

4.03.08 Incomplete applications will be ineligible for assessment.

4.04 Waiting List

4.04.01 Applicants who are approved for RPCN Housing will be placed on a waiting list, in order of priority (based on assessment score), until the next unit becomes available. If an applicant declines a unit, they will be placed at the end of the waiting list unless the applicant notifies the Housing Manager of their request to be removed from the waiting list.

4.04.02 The Housing Manager will notify the applicant in writing if they are determined to be

eligible for new housing and let them know the priority their application has resulted.

- 4.04.03 The RPCN will maintain a waiting list for the housing program that will be updated annually. All applicants must re-apply on an annual basis (deadline: January 31st).
- 4.04.04 Anything received after January 31st will not be reviewed until after January 31st the following year.

4.05 Application Form and Points Rating System

To ensure that there is fairness to all Band Members, the Chief and Council will use criteria to select for new housing and vacant units. The selection criteria will include such information as; number of dependents, current housing inspection form (for renovations), and history of where the person has lived.

A point system will be utilized for selecting applicants.

4.06 Criteria for Selections for Housing/Renovations Form and Points Rating System

The Housing Manager shall complete an assessment for each eligible application to determine priority for housing. Priority is determined based on consideration of family size, current living conditions and other conditions as established by RPCN. The results of the assessment shall be considered for each application within the group of applicants for the available unit(s).

4.07 Selection Process

- 4.07.01 Priority for new housing units and major renovations shall be determined as per the Housing Department's selection criteria.
- 4.07.02 All requests for special consideration for medical reasons must be supported by a written report from physician or health-care personnel.
- 4.07.03 Part of the selection criteria for any new and/or recently vacated housing units will be based upon the bedroom count and square footage of the available unit(s). This will ensure that RPCN housing units will be optimally occupied, and RPCN members (and their families) will not be overcrowded or over-occupied.
- 4.07.04 The Housing Manager will put forward a summary of applicants along with applicant ratings - based on eligibility criteria, to Chief and Council. Chief and Council will make a final decision on the list of their approved applicants at the next duly convened Chief and Council meeting called for this purpose.

4.08 Post Allocation

- 4.08.01 After the allocation list has been approved, and there are houses to be allocated, Housing Manager will meet with the families who will be receiving houses.
- 4.08.02 A housing tenancy agreement will be required from each family. The agreement will specify the responsibilities of the RPCN and of the tenant.

4.09 Tenant Responsibilities

- 4.09.01 The unit and property are intended to be used only for the purpose of a private family residential dwelling by the authorized tenant and authorized occupants.
- 4.09.02 To take training in household operation and maintenance as may be offered/arranged by the Housing Manager.
- 4.09.03 To generally maintain the house including cleaning, painting, landscaping (if applicable) and routine repairs (eg: doorknob replacement; paint).
- 4.09.04 All or any minor/major repairs to the housing unit must have prior approval by the Housing Manager, up to \$2,000.00.
- 4.09.05 Repairs exceeding \$2,000.00 will be forwarded to the Chief and Council, who will review the matter of repair and prioritize repairs as they see fit and upon approval of funding availability.
- 4.09.06 To repair or pay for damage caused by residents of the house including windows, frames, doors, locksets, interior/exterior walls, stairs and roof.
- 4.09.07 To report outside drainage and foundation problems so that efforts may be conducted so as to prevent moisture deterioration.
- 4.09.08 To pay for improvements that have been approved by the RPCN, made by the tenant including patios, decks.
- 4.09.09 To fully complete all household improvements as the tenant may undertake on a voluntary basis (subject to National Building Code of Canada 2025 conformance and approval from Chief and Council).
- 4.09.10 On notice of vacating a residence that has undergone un-approved alterations the tenant has to return the unit to the original condition.
- 4.09.11 To arrange and pay for contents insurance.
- 4.09.12 To report in writing, major deficiencies to the Housing Manager.
- 4.09.13 To maintain the site in a neat and tidy manner free of debris.

- 4.09.14 To dispose of garbage in an approved disposal site.
- 4.09.15 No alterations to the occupied units without the prior approval of Chief and Council.
- 4.09.16 Illegal drugs are prohibited from any unit with breach being cause for immediate eviction notice.
- 4.09.17 Noise levels must be kept down between the hours 11:00 pm to 7:00 am.
- 4.09.18 To pay for telephone service.
- 4.09.19 To pay for television/satellite/internet services
- 4.09.20 Adhere to Pets Policy

4.10 Vacancies and Occupancies

- 4.10.01 The Red Pheasant Chief and Council must approve all occupancies. A Housing Tenancy Agreement will be established with all tenants.
- 4.10.02 Tenancy Agreements for existing tenants will be developed.
- 4.10.03 New houses will not be available for occupancy until an agreement is in place.
- 4.10.04 Tenants vacating Band or CMHC houses must advise the Housing Manager thirty (30) days prior to vacating the premises. The notice is to be in writing and must include whether the vacancy is temporary or permanent.
- 4.10.05 The RPCN has the right to allocate permanently vacated houses to other tenants from the waiting list.
- 4.10.06 The tenants must maintain temporarily vacated houses during the vacancy period.
- 4.10.07 Houses left vacant without notice for thirty (30) days may be re-allocated by the RPCN Chief and Council. The Housing Manager has the authority to inspect residences on a periodic basis that are suspected of being vacated.
- 4.10.08 Any Band Member receiving a new house must give up title of existing house to Housing Manager and shall occupy only one house on reserve.
- 4.10.09 In the event of a tenant besides the primary tenant, vacating a house, notice must be given in writing one month prior to vacating the house.
- 4.10.10 When an occupant vacates/abandons a unit, they forfeit any chances of applying for a new house for a period of four (4) years unless vacating is a result of a new allocation.

4.11 Transfer or Co-Applicant Designations

- 4.11.01 Under no circumstances shall the Tenant sell, transfer, or lend their allocated housing unit without the written approval of the RPCN through the Housing Department. Unauthorized lending, selling or renting may be viewed as abandonment. RPCN reserves the right to re-allocate abandoned housing.
- 4.11.02 At no time, shall a tenant “sell” their unit to another person. All houses in RPCN are owned by RPCN.
- 4.11.03 If it is found that a tenant is subletting or has “sold” their Band-owned unit to another person, the Tenant Agreement will be deemed null and void and both the tenant, and the current occupant **will** be evicted.
- 4.11.04 At no time, shall a tenant dispose of any appliances or equipment that has been provided by the Band. All appliances are to remain in the house. Criminal charges may be laid against the tenant for breach of the tenancy agreement in this respect.
- 4.11.05 At no time, shall a tenant sublet (rent) a room in their designated housing unit to another person.
- 4.11.06 Tenants wishing to trade housing units with another Band tenant may only do so with the expressed written approval of RPCN Chief and Council. Requests must be made in writing to the Housing Manager.
- 4.11.07 Persons leaving their houses temporarily to attend school or leaving for extended periods of time may make arrangements for somebody to live in their house subject to the approval of the RPCN Chief and Council.
- 4.11.08 A sub-lease agreement will be signed to ensure the original occupant shall be able to return to their house upon returning to the reserve.
- 4.11.09 When the primary tenant dies, the house may be passed on to his/her kin, provided that their names are on the Tenancy Agreement with the Housing Department and approved by the RPCN Chief and Council.

4.12 Temporary Absences – Short and Extended

- 4.12.01 Should a tenant be away from their housing unit for a short period of time (between seven (7) and thirty (30) consecutive days); the tenant will notify the Housing Department to ensure the unit is monitored during their absence. During their absence, the tenant will be responsible to:
 - 4.12.01.01 Pay all housing costs including operation and maintenance, power/heat and other services; and
 - 4.12.01.02 Arrange for an on-site visit (interior and exterior) at least once per week

- by a family member or responsible adult; and
 - 4.12.01.03 Ensure the home is secured (doors and windows locked); and
 - 4.12.01.04 Pay the cost to repair any damage to the home that occurs during their absence.
 - 4.12.02 If a tenant is going to be away from their unit longer than thirty (30) days and wishes to retain tenancy, they must advise the Housing Department of their planned absence, in writing, stating:
 - 4.12.02.01 the reason for their absence (approval of a temporary absence longer than thirty (30) days will be granted primarily to individuals requiring to be away from RPCN for health or post-secondary education/training),
 - 4.12.02.02 how long they will be away, and;
 - 4.12.02.03 who, if anyone, will be staying in the house during their absence.
 - 4.12.03 If the tenant has designated another RPCN member to reside in the unit during their absence, that individual must:
 - 4.12.03.01 be eligible, per RPCN Housing Policy guidelines, to reside in a RPCN owned housing unit and agree to the signing of a Temporary Tenancy Agreement,
 - 4.12.03.02 be responsible for any damages to the unit during their stay,
 - 4.12.03.03 take over any bills for services for the unit during the duration of their stay, and, will vacate the unit according to the date set out in their Temporary Tenancy Agreement.
- 4.12.03 Temporary absences will be granted on a case-by-case basis. Should a tenant request temporary absences on a regular basis (outside of health, education/training, and/or work-related reasons), and it is determined the tenant resides in their assigned unit for less than 280 days per year, the matter will be referred to Chief and Council to determine whether the tenant is in actual need of their assigned housing unit.

4.13 Vacating of Units

- 4.13.01 Any tenant who wishes to vacate their unit, will do so by providing Housing Department with thirty (30) days written notice.
- 4.13.02 Prior to the tenant vacating a unit, the tenant should make themselves available to conduct a 'move out' inspection (APPENDIX "F") with a member of the Housing Department staff. Any damage found to the unit that is determined to be beyond 'normal wear and tear' will be repaired. The costs of the repair will be billed to the former Tenant.

4.14 Vacating of Units in Poor Condition

- 4.14.01 If a unit is vacated because of its poor state of repair, it is to be inspected by the Housing Department.

- 4.14.02 If, in the opinion of the Housing Department (who may seek the advice of BATC Tribal Council, Technical Services), the unit is unfit for use as a dwelling and poses a threat to the health and safety of any occupant, the Housing Department shall prohibit occupancy.
- 4.14.03 The Housing Department shall make a full report on the condition of the vacant building to Chief and Council who shall determine what action should be recommended (e.g.: demolition or major repair and renovation).
- 4.14.04 If the damage is found to be the fault of the tenant, RPCN Housing will seek to recoup renovation costs. The tenant at fault may not be eligible to apply for future RPCN housing until restitution is made.

4.15 Abandoned Units

- 4.15.01 If a housing unit has been unoccupied for a period of thirty (30) days and the tenant failed to get approval for their temporary absence from the Housing Department, the unit will be considered abandoned and will revert to the care and control of RPCN.
- 4.15.01 In the event of a RPCN-owned housing unit being deemed abandoned, the Housing Department will attempt to contact the tenant using the contact information the tenant provided in their Tenancy Agreement. Once contacted, the tenant will be notified the assigned unit will be transferred to the care and control of RPCN.
- 4.15.02 If the Housing Department is unable to contact the tenant within one (1) week of the housing unit being deemed abandoned; staff will attempt to contact the tenant twice per week (using the contact information the tenant provided in their Tenancy Agreement), for the next three (3) consecutive weeks. If the tenant cannot be contacted by the end of the third consecutive week, the tenant will forfeit their belongings.
- 4.15.03 The tenant will have thirty (30) days to collect any belongings they may have left in the housing unit.
- 4.15.04 If a tenant leaves their belongings and are not picked up within thirty (30) days, the Housing Department will arrange for the disposal of the unit's contents as they see fit.
- 4.15.05 Once the abandoned unit has been cleaned and necessary repairs have been made, it will be allocated to a new tenant.
- 4.15.06 Any damage to the unit that is not considered normal wear and tear will be the responsibility of the former tenant. Costs for repair will be billed to the former tenant.
- 4.15.07 A former tenant who has abandoned their unit will not be eligible for a housing unit in RPCN for a period of four (4) years.
- 4.15.08 Should the former tenant wish to apply for housing after four (4) years, they may. Their application will be assessed by the Housing Department and Chief and Council.

- 4.15.09 The former tenant must be in good standing with RPCN and may be asked to appear before Chief and Council for an interview prior to their application being considered.

4.16 Divorce or Ending of a Common-Law Relationship

- 4.16.01 If the tenants are married, or have been living common law for over one (1) year; and, if both are members of RPCN, then the unit will be held in joint tenancy.
- 4.16.02 If a couple separates, the parent who has custody of the child(ren), and who is a member of RPCN shall be the tenant and will have the right to continue residing in the unit.
- 4.16.03 If the custodial parent is not a member of RPCN, and the children are under the age of eighteen (18) and are registered members of RPCN, the custodial parent will be the tenant until the youngest child turns eighteen (18).

*** Affected tenants may contact RPCN should they require information on next steps in relation to their marriage/common-law relationship ending.

4.17 Death/Incapacitation of a Tenant

- 4.17.01 When the primary tenant passes away (dies) or becomes incapacitated (mentally or physically unfit), the house may be passed on to his/her kin, provided that their names are on the Tenancy Agreement with the Housing Department and approved by the RPCN Chief and Council.
- 4.17.02 Should the occupant(s) listed on the Tenancy Agreement be deemed ineligible (due to past infractions related to housing policy or other bylaws of RPCN), the housing unit will revert to the care and control of RPCN and will be reassigned to another RPCN member based on RPCN Housing Policies and Procedures.
- 4.17.03 Should the occupant(s) listed on the Tenancy Agreement decline the housing unit, the housing unit will revert to the care and control of RPCN and will be reassigned to another RPCN member based on RPCN Housing Policies and Procedures.
- 4.17.04 If a tenant, who is a co-tenant and whose name is on the Tenancy Agreement, passes away, the unit will revert to the surviving co-tenant listed on the tenancy agreement - if the surviving co-tenant is a RPCN member. The co-tenant will then become the primary tenant if he or she so wishes.
- 4.17.05 If the surviving co-tenant does not wish to remain in the unit, it will revert to the care and control of RPCN and will be reassigned to another RPCN member based on RPCN Housing Policies and Procedures.
- 4.17.06 If the surviving co-tenant is not a member of RPCN, and there are no children of the relationship that are RPCN members residing in the house; then the co-tenant shall

have ninety (90) days to vacate the unit. This circumstance will be reviewed by Chief and Council on a case-by-case basis.

- 4.17.07 Should the co-tenant, who is not a member of RPCN, but is a legal guardian (via court order) parent to children under the age of eighteen (18), and the children are RPCN members and who live in the unit with the surviving co-tenant, then the surviving co-tenant may remain in the unit and on the Tenancy Agreement until the youngest child is eighteen (18). Upon the youngest child turning eighteen (18), that child, or any of their siblings who are over the age of eighteen (18), may apply to have the unit put in their name and become the primary tenant, if eligible (see 4.02 and 4.17 of this policy).
- 4.17.08 RPCN understands that extenuating circumstances will arise. These will be evaluated on an individual basis by Chief and Council within the guidelines of the RPCN Housing Policy.

4.18 Guests

- 4.18.01 Guests may stay with RPCN tenants for a maximum of thirty (30) days. Should the tenant and guest wish to extend their visit, the tenant must notify the Housing Department.
- 4.18.02 Housing Department staff will bring the matter up with Chief and Council at the next duly convened meeting to discuss whether the guest's stay will be extended.
- 14.18.03 Should a guest seek services from RPCN (e.g. income assistance through the BATC Income Assistance Program), the individual in question will no longer be considered a Guest. This may impact where the individual may stay within RPCN, based upon the current occupancy of housing units. Any addition of former guests to a RPCN housing unit will be reviewed by Chief and Council.

4.19 Insurance

- 4.19.01 RPCN may self-insure all applicable band owned housing units.
- 4.19.02 The appropriate authorities will investigate House fires.
- 4.19.03 All tenants will be encouraged to purchase tenants' contents insurance on their personal furnishings and belongings.
- 4.19.04 RPCN is not responsible for any personal belonging that are damaged or stolen.

4.20 Municipal Services

- 4.20.01 The RPCN will provide sewer, water and garbage pick-up services.
- 4.20.02 Tenants are responsible for telephone, cable, internet, electric and gas services as well as monthly charges.

4.21 Eviction and Eviction Procedures

- 4.21.01 The First Nation remains responsible and accountable for the proper use and maintenance of the First Nation's housing assets. The First Nation, therefore, reserves the right to evict an occupant of RPCN housing unit.
- 4.21.02 In meeting with RPCN's vision to "Build a safer, healthier, self-reliant and influential community", it is not Chief and Council's directive to evict occupants of its Band housing units. Every effort will be made **not** to evict but to remediate when necessary. After all efforts have been exhausted, only then will leadership have no choice but to take the necessary action to evict occupants who choose not to work within the confines of remediation for occupancy.
- 4.21.03 An occupant(s) who fails to comply with the Tenancy Agreement, RPCN Housing Policies and Procedures, and/or any laws or by-laws that govern RPCN, may be subject to eviction.
- 4.21.04 As a last effort, the Housing Department and Chief and Council have the right to evict, with just cause, tenants and/or occupants from Band housing.

4.22 Eviction Procedure

- 4.22.01 An occupant/tenant who is in serious breach of the Tenancy Agreement, policy or laws may be subject to eviction.
- 4.22.02 The following steps will be used to address eviction procedures:
 - 4.22.02.01 A verbal warning will be provided to the occupant by the Housing Department informing the occupant as to how their actions/behavior has breached the RPCN Housing Policy.
 - 4.22.02.02 Should a verbal warning be issued, the Housing Department will note the date of the warning and the rationale for the warning in the tenant's file.
 - 4.22.01.03 Should the action/behavior reoccur, the next step for eviction will be initiated:
 - I. An interview will take place between the occupant(s) and the Housing Department to address the actions/behavior of the occupant(s).
 - II. Interview notes will be placed in the tenant(s) file.
 - III. If the actions/behavior reoccur, the eviction procedure process will continue

- 4.22.01.04 A written warning will be provided to the occupant and, the occupant must meet with the Housing Department to develop an action plan to immediately correct the actions/behavior that warranted the written warning. The action plan could involve other RPCN departments and services.
- I. The written warning will be noted in the occupant(s) file.
 - II. If there is no change in the occupant's actions/behavior, the tenant will be evicted.
- 4.22.01.05 An eviction notice will be provided to the occupant(s) after all efforts to correct the occupancy have been exhausted by the Housing Department and Chief and Council. A timeline for eviction will be based on severity of the situation.
- 4.22.01.06 Every attempt will be made by the Housing Department to provide an occupant(s) with the opportunity to correct their actions/behavior (e.g., arrears, noise complaints, damages to unit, neglect of unit, etc.).
- 4.22.01.07 If the Housing Department determines that to protect the house from serious damage or destruction, or that members are in immediate risk of injury; the First Nation reserves the right to immediately evict all occupants of the First Nation's house.
- 4.22.01.08 If a tenant damages their allocated housing unit during eviction proceedings, a due payable account will be established.
- 4.22.01.09 If a tenant has been evicted, the tenant will not be eligible to apply for housing within RPCN for four (4) years.
- 4.22.01.10 Upon four (4) years passing, the former tenant will be required to meet with the Housing Department prior to being eligible to applying for housing in RPCN.
- 4.22.01.11 Based on that meeting, the Housing Department will determine whether the former tenant has changed their behavior sufficiently and adequately resolved outstanding debts/accounts.
- 4.22.01.12 If so, the former tenant will, once again, be eligible for potential housing in RPCN.

4.23 Eviction Notices

- 4.23.01 The Housing Department will serve an "Eviction Notice" to the occupant or tenant. This notice shall provide, at minimum, thirty (30) days' notice unless Chief and Council determine that immediate eviction is required to protect the public order and safety of the Nation; or to protect the house from serious damage or destruction.

4.23.02 Eviction is, essentially, the removal/expulsion of an occupant from a housing unit.

4.23.03 “Just Cause” for Eviction

4.23.03.01 For the purpose of determining evictions, the following will be deemed to represent “just cause” for the Eviction Notice:

- I. Regular and/or serious damage to or abuse of the unit, including serious neglect of the maintenance and repair of said unit;
- II. Regular or serious vandalism and mischief by a housing occupant to the community or the Nation’s other assets;
- III. Repeated abandonment of the house;
- IV. Proof of illegal activities being conducted within Nation’s houses will be cause for eviction;
 - i. Criminal – drugs, child abuse, etc.
- V. Repeated cases within the dwelling of activities, which interfere with the peace and quiet of occupants of neighboring housing units. The first instance will result in a verbal warning, the second incident will result in a written warning and a third incident will be cause to issue an eviction notice;
 - i. High – intentional damage
 - ii. Medium – Fight, broken window and doors
 - iii. Low – RCMP reported incidents
- VI. Persons occupying a house *without a Tenancy Agreement and written consent* of the Housing Department/Chief and Council will be required to vacate the premises immediately. All Band Members must notify the Housing Department if returning to their respective unit and the Housing Manager will amend the Tenancy Agreement to reflect the changes.

4.24 Exterior Buildings and Structures

4.24.01 RPCN is a growing community. Per the Objectives (Section 1.04) and Principles (Section 1.05) of the RPCN Housing Policy, there is an expectation more housing units will be built in the coming years. As such, new infrastructure and roads will be required. RPCN has included an Exterior Buildings and Structures section in this policy so as to avoid potential conflicts.

4.24.02 Tenants must seek approval from the Housing Department prior to constructing any buildings or structures on the designated lot on which their assigned housing unit is located; including, but not limited to, garages, sheds, and fences.

4.24.03 Should a tenant construct a building or structure, without the prior approval of the

Housing Department, and If in the future, the building or structure the tenant built must be removed to make way for new housing developments and supporting infrastructure; the tenant-constructed building or structure will be removed at the tenant's expense.

4.25 Complaints

4.25.01 RPCN recognizes that from time to time concerns regarding policy application and the operations of the housing program will arise. RPCN further believes that constructive criticism can assist in improving the program and policy to meet the members needs more effectively. At the same time the RPCN places trust in its appointed officials and employees, and desires to support their actions in a manner for which frees them from unnecessary or unwarranted criticism.

4.25.02 The following are guiding principles to deal with complaints:

4.25.02.01 All complaints are to be investigated and dealt with respectfully and in a constructive manner;

4.25.02.02 Complaints will be reviewed based on policy and process.

4.25.02.03 Personnel and officials against who complaints are made are to have the opportunity to respond.

4.25.02.04 The following process shall be followed:

I. Any RPCN member who believes that Council or staff, is not following this policy or acting in such a manner that jeopardizes the integrity of the housing program shall direct his/her concerns to the Band Manager in writing.

II. The Band Manager will respond to the complaint within thirty (30) days.

III. If the member is still not satisfied with the response from the Band Manager, he/she may direct his or her concern to the Chief and Council.

IV. Chief and Council will respond in thirty (30) days.

4.26 Tenancy Agreement

4.26.01 All current tenants living in RPCN owned housing units and all tenants moving into a newly constructed or a newly assigned unit will be required to sign a Tenancy Agreement.

4.26.02 A housing unit will not be allocated to a member who is not willing to sign a Tenancy

Agreement.

- 4.26.03 Tenancy Agreements will list all occupants of the house. Tenancy information may be changed, with written notice, to the Housing Department.
- 4.26.04 If it is determined a Tenant falsified a Tenancy Agreement, the tenant's agreement will be reviewed, and eviction procedures may be undertaken.
- 4.26.05 In a situation where a co-parenting arrangement is in place with the Tenant, this arrangement will be identified in the RPCN Housing Application and will be noted in the Tenancy Agreement.

4.27 Probationary Period of Tenancy

- 4.27.01 All tenants, who have been allocated a RPCN Housing unit will be subject to a probationary period for the first six (6) months of their tenancy. The probationary period will provide RPCN's Chief and Council and Housing Department with assurances that the Tenant is able to responsibly take care of the housing unit and all other occupants listed on both the Tenant's application and Tenancy Agreement are residing in the housing unit.
- 4.27.02 The Housing Department will conduct two (2) inspections in the 2nd and 6th month over the course of the six (6) month probationary period.

4.28 Red Pheasant Cree Nation Housing Department Inspections

- 4.28.01 Housing Department may inspect all new and existing housing units in RPCN with twenty-four (24) hours notice to the tenant. The purpose of the inspection is to observe any deficiencies, so they can be recorded and addressed based on the urgency of the deficiency.
- 4.28.02 If twenty-four (24) hours notice is not sufficient, a second attempt will be made to inspect the house at another time. On the third attempt, a written notice will be provided to the tenant that will state the date of inspection. On the date of inspection, a representative from the Housing Department will enter the house, and in its capacity as "Authority having Jurisdiction", will ensure the inspection is completed.

4.29 Uncleanliness of Housing Units

- 4.29.01 If RPCN Housing Staff or contractors are unable to complete routine inspections and maintenance tasks, or other housing repairs, due to health and safety risks related to the uncleanliness, excess clutter, or drug-related activity within a RPCN housing unit; the Housing Department will issue a letter to the Tenant of the unit instructing them to take steps (e.g. clean, remove garbage, etc.) so as to ensure that the health and safety of the tenant, other individuals residing within the housing unit, and RPCN staff

are not at risk.

- 4.29.02 The tenant will have a maximum of thirty (30) days to carry out the tasks listed in the letter from RPCN's Housing Department.
- 4.29.03 Should the tenant(s) fail to take adequate steps to clean and/or declutter, the tenant may be evicted immediately, to protect all individuals residing in the unit.

4.30 Pets

- 4.30.01 Tenants are responsible for the health, safety, and care of their pets. Tenants are responsible for cleaning up after their pets and ensuring they are secured so as not to disturb or threaten the safety of other members of RPCN.
- 4.30.02 A tenant shall be permitted to have a pet(s) under the following conditions:
 - 4.30.02.01 The pet does not damage the unit or property and does not create a nuisance or disturbance to neighboring occupants.
 - 4.30.02.02 Pets are kept inside the tenant unit or, contained within the boundaries of the property, or a pet going in and out of the unit must be on a leash and under the tenant's control at all times.
 - 4.30.02.03 The tenant maintains all areas where pets are housed clean, safe, and free from parasites, including fleas.
 - 4.30.02.04 A tenant with a dog shall immediately pick up and dispose of, in a sanitary manner, all dog waste deposited on the property and on common ground or roadways in the community.
- 4.30.03 A tenant shall be responsible for all costs due to damages or injuries caused by their pets.
- 4.30.04 A tenant shall not leave a pet unattended in the unit for a period longer than which is appropriate for the needs of the individual animal. If there is reasonable cause to believe a pet has been left unattended, or that the pet is creating a disturbance or any other emergency situation appears to exist with respect to the pet, the Housing Department shall attempt to contact the tenant to remedy the situation. If unable to contact the tenant, the Housing Department may enter the unit and make necessary arrangements for the care of the pet. Any costs incurred will be charged to the tenant.
- 4.30.05 A tenant with a pet shall be held responsible for their pet(s) action and any damage that may be caused by the pet.
- 4.30.06 A tenant may have no more than two (2) pets per unit.
- 4.30.07 Pets must be registered with the Band Office by three (3) months of age.

- 4.30.08 Should a tenant fail to clean up or not secure their pet, the Housing Department may involve an Animal Control Agency. In cases where a tenant regularly fails to tend to their pets, the Housing Department will commence eviction procedures.
- 4.30.09 Should a tenant wish to raise or keep farm animals (i.e. cattle, horses, goats, sheep, pigs and/or domesticated poultry (chickens, turkeys, ducks, and geese) etc.), the tenant must first seek approval from Chief and Council. Failure to do so may result in the involvement of an Animal Control Agency.

4.31 Vandalism

- 4.31.01 Vandalism caused by the tenant, occupants or their guests will be the financial responsibility of the tenant (head of household). The RPCN retains the right to recover the cost of any willful damage by whatever means necessary.
- 4.31.02 Where damages to the unit/property has occurred through an act of vandalism by someone other than the tenant, their guests or their pets, the tenant is responsible to contact law enforcement authorities to report the incident. The tenant shall also contact the Housing Department to confirm the incident/damage to the unit and to confirm they have contacted law enforcement authorities and filed a police report.
- 4.31.03 The tenant shall provide the RCMP's Report File Number to the Housing Department in order for the repairs to be considered by RPCN.

4.32 Red Pheasant Cree Nation Responsibilities to the Tenant

4.32.01 New Housing

- 4.31.02.01 To ensure housing is constructed to the latest National Building Code of Canada 2025 and construction is fully completed prior to occupancy.
- 4.31.02.02 To assure houses are hooked up to sewer, water and electricity (infrastructure).
- 4.31.02.03 To provide operations and maintenance training to tenants if available and/or necessary.
- 4.31.02.04 To conduct routine inspections.
- 4.31.02.05 To ensure health conditions are taken into account.
- 4.31.02.06 Any new houses that are built in a sub division or rural area are required to pass an environmental inspection.
- 4.31.02.07 All residential sites are required to be preapproved by the Housing

Manager and Chief and Council.

4.32.02 Existing Housing

4.32.02.01 To complete major repairs including but not limited to:

- I. Roof/shingle replacement
- II. Structural repairs
- III. Wiring/plumbing defects

4.32.03 Major renovations/repairs will be carried out subject to budget availability.

4.32.04 Damages resulting from natural disasters will be repaired.

4.33 Condemned Houses

4.33.01 The Housing Manager will arrange for inspections by BATC Tribal Council staff to determine if a house should be condemned.

4.33.02 For housing units deemed uninhabitable due to illicit drug use, the tenant will be given the option to complete drug rehabilitation to be eligible to retain the unit once renovated. Successful completion of rehabilitation will be a determining factor for eligibility consideration.

4.33.03 After the tenant has vacated the premises, the Housing Manager will arrange for material salvage as appropriate and demolish the house.

4.34 Minor Repairs or Maintenance

4.34.01 The Tenant will submit a Housing Repair/Maintenance Form to the Housing Department Manager for any repairs/maintenance for their unit.

4.34.02 Upon receipt of the completed Housing Repair/Maintenance Form from the tenant, the Housing Manager will schedule an inspection of the repairs listed on the Housing Repair/Maintenance Request Form.

4.34.03 Priority for repairs shall be determined after assessment has been completed and has been prioritized by the Housing Department.

4.34.04 Minor repairs are determined by the scope of work involved and the cost of the modifications it will take to ensure that the house meets the health and safety standards, also to expand the useful life of the unit.

4.35 Housing Renovation Program

- 4.35.01 The Housing Renovation Program will be responsible for repairs to Band/CMHC Section 95 houses resulting from:
 - 4.35.01.01 Natural deterioration caused by wear and tear of the elements including: rotting walls, joists, windows, flooring, roofing and damaged foundations.
 - 4.35.01.02 Damage to the houses caused by improper construction, shifting, improper wiring or plumbing.
 - 4.35.01.03 Natural disaster including floods, lightning, tornado, earthquakes, naturally caused grass or forest fires, and unusual storm damage.
- 4.35.02 Major renovations and repairs such as: the provision of plumbing, heating, additions or extensions, or major structural work will be done based on funding availability. The priority for this work will be determined on an annual basis by the Housing Manager/Chief and Council/Band Manager and this work will be the responsibility of RPCN.
- 4.35.03 In the event an existing house is not livable due to health and safety reasons:
 - 4.35.03.01 Consideration may be given to retain existing house if it will not be used as a place of residence and this consideration is dependent on Health and Safety Standards.
 - 4.35.03.02 Condemning houses will be determined by a Qualified Housing Inspector.
 - 4.35.03.03 After the condemned residence is vacated, the residence is tendered for salvage, and when the salvage process is complete, the residence is destroyed and the basement either reused or filled in, whichever is most economical.
- 4.35.04 Procedure
 - 4.35.04.01 The tenant will make a request for renovations to their unit by completing and submitting a Renovation Request Form.
 - 4.35.04.02 Upon receipt of the completed Renovation Request Form from the tenant, the Housing Manager will schedule an inspection of the repairs listed on the Housing Repair/Maintenance Request Form.
 - 4.35.04.03 Chief and Council will review the Housing Manager's recommendations for renovations, basing decisions on approval, denial or deferring the renovations on the information presented and Renovation Program budget.
- 4.35.05 Guidelines:

- 4.35.05.01 Priority for renovations shall be determined after an assessment has been completed and has been prioritized by the Housing Department as follows:
- I. Age of unit.
 - II. Date of last renovation.
 - III. Number of people living in the unit.
 - IV. Plumbing, heating, electrical will be a priority.
 - V. Mold or threat of mold due to water damage or condensation build up.
 - VI. Safety exits (doorways).
 - VII. Windows.
 - VIII. Roofs.
 - IX. Troughs.
 - X. Downspouts.
 - XI. Siding.
 - XII. Insulation.
 - XIII. Flooring sub floors.
 - XIV. Tubs/sinks/fixtures.
 - XV. Stairs/railings.
 - XVI. Common rooms/bedrooms.
 - XVII. Cabinets/countertops.
 - XVIII. Dry-walling/painting.
- 4.35.05.02 The Housing Manager shall review the unit condition report completed at Move-in to confirm whether the repairs are required as a result of normal wear and tear or are a result of willful damage or neglect as defined within this policy. Where repairs are a result of willful damage or neglect the Housing Department shall follow the process as described within this policy that relates to tenant damage.
- 4.35.05.03 All maintenance, repair or renovation work overseen or carried out by the Housing Department shall meet or exceed the requirements of the applicable building codes, RPCN by-laws specifying building or other standards, and any other by-laws, codes and regulations applicable to the project.
- 4.35.05.04 The Housing Department shall keep a record of all work carried out on a unit including the reason for the work, the date of the work and costs.
- 4.35.05.05 Where a tenant hires a service person/contractor to carry out repairs on the unit that are not the responsibility of the tenant and have done so without having received prior written permission from the Housing Manager to do so, RPCN shall not reimburse the tenant the costs of the repairs (material or labour).
- 4.35.05.06 Where maintenance, repair or renovation work is considered to be beyond the capabilities of the Housing Department (e.g. electrical, mechanical and plumbing systems) the contract for the work shall be entered into in accordance with RPCN procurement policies.

4.35.06 Major Repairs Process

- 4.35.06.01 Tenants can apply for major repair service to their houses. The Tribal Council Inspector or other qualified building official may also identify repairs that need to be done in the course of a routine inspection or inspections as warranted.
- 4.35.06.02 All identified repairs must be made in writing to the Housing Manager, utilizing RPCN Application for Repairs and Renovations Form. The Housing Manager will review the request and make a recommendation (if applicable) to the Chief and Council for approval.
- 4.35.06.03 If the repair is required immediately due to health or safety the Housing Manager has the authority to repair the health and safety hazard. Repairs over \$2,000.00 should be approved by Chief and Council prior to the work being done.
- 4.35.06.04 All applications should be submitted to the Housing Manager by January 31st of each year for consideration when planning the new fiscal budget.
- 4.35.06.05 The Housing Manager will prepare cost estimates for repairs (assisted by BATC Tribal Council staff as required).
- 4.35.06.06 A complete list of housing repair projects will be made and a priority list will be established.
- 4.35.06.07 The completion of the repairs will be subject to budgetary considerations as determined by the RPCN Chief and Council.

4.36 Responsibility of the Housing Department to the Tenant

- 4.36.01 To ensure the tenant understands they will be responsible for costs associated with power and heat, telephone, internet, and other services while residing in their assigned unit.
- 4.36.02 To make sure the unit is clean and ready to move in by the agreed upon Tenant move-in date.
- 4.36.03 To do a walk-through of the unit with the Tenant to complete a unit condition review and answer any questions about the unit the Tenant may have. (e.g., how to change the furnace filter, when to call about emergency maintenance, etc.).
- 4.36.04 To perform routine inspections on the unit
- 4.36.05 To complete repairs and maintenance that are a result of normal wear and tear on

items including:

- 4.36.05.01 heating,
- 4.36.05.02 plumbing,
- 4.36.05.03 electrical,
- 4.36.05.04 locks
- 4.36.05.05 walls, floors, ceiling, roofing
- 4.36.05.06 windows, doors

- 4.36.06 If damage is caused by the Tenant, the Tenant is responsible for the cost of the repair.
- 4.36.07 To work with the RCMP and/or other law-enforcement agencies to seek reimbursement for damages incurred to a tenant's assigned housing unit should it be deemed a result of a mistaken or unnecessary forced entry by the law-enforcement agency involved.
- 4.36.08 To provide documents to the Tenant – a copy of their Tenancy Agreement, the Tenant Manual.
- 4.36.09 To ensure the Housing Policy is available on the Nation's website.
- 4.36.10 In the event the Tenant ends their tenancy, Housing Department staff will conduct a 'move-out' inspection with the Tenant. Any damage found to the unit, beyond 'normal wear and tear' will be repaired. The cost of the repair will be billed to the former Tenant.

4.37 Responsibility of the Tenant

- 4.37.01 Understanding one's responsibilities as a Tenant is one of the most important factors to ensuring the RPCN Housing Program runs efficiently and effectively - so all members living in RPCN Housing units can enjoy a safe and healthy home.
- 4.37.02 Should a Tenant not be able to physically meet the responsibilities listed (as they may be an Elder, have an injury, disability, health condition, etc.); the Tenant, the Housing Department and other involved and responsible departments will work together to ensure that appropriate arrangements are made.
- 4.37.03 All Tenants of the RPCN Housing Program are required to adhere to the following:
 - 4.37.03.01 To respect the Red Pheasant Cree Nation Housing Policy and Tenancy Agreement .
 - 4.37.03.02 The day-to-day upkeep of their assigned housing unit;
 - 4.37.03.03 The maintenance of the yard/lot their assigned unit is located on (e.g. maintain the lawn and shrubbery, snow removal, etc)
 - 4.37.03.04 To keep their assigned housing unit and property free of garbage and

debris;

- 4.37.03.05 To ensure written approval is obtained from RPCN and/or the Housing Department **PRIOR** to doing any modifications or renovations to the housing unit. Any costs for modifications or renovations done to the housing unit without prior consent will not, under any circumstances, be reimbursed by RPCN or the Housing Department.
- 4.37.03.06 To report acts of vandalism to their assigned unit to the Housing Department and the RCMP.
- 4.37.03.07 To pay RPCN for repair work due to damage (caused by themselves or their guests) to their assigned housing unit. The Housing Department will detail the scope of work, provide a cost breakdown, and set a deadline as to when the tenant will have to pay for said damages. Once payment is made, the tenant will be provided with a schedule as to when the repairs will be completed.
- 4.37.03.08 To ensure that the tenant(s), their occupants and guests, do not disturb others' property.
- 4.37.03.09 To ensure they do not endanger the safety of others in their housing unit or any other RPCN housing unit.

4.38 Maintenance Management

- 4.38.01 RPCN has developed policy of responding to requests for maintenance as soon as possible. It is important to keep our property in good repair for two reasons:
 - 4.38.01.01 Maintenance costs can be kept down by making repairs promptly before the job becomes a major one.
 - 4.38.01.02 Tenants experience less inconvenience if repairs are done when they are small and minor.
 - I. The Tenancy Agreement states that the tenant is responsible for repair of damage beyond normal wear and tear.
 - II. RPCN is responsible for maintaining the premises in a good state of repair and fit for habitation.
 - III. RPCN is responsible for the long term maintenance of its property and it is extremely important that a well planned maintenance program be implemented for a number of reasons:
 - (i) It will ensure the protection of the investment of funds

through the care and upkeep of RPCN Housing assets.

- (ii) Major improvements can be planned, for implementation over a period of years.
- (iii) It will allow the Housing Manager to budget realistically for necessary funds.
- (iv) It will allow for the efficient scheduling of work throughout the year.

4.39 Maintenance Records

There are a number of forms RPCN utilizes for the Housing Department and recording of maintenance work within the Housing Department.

4.39.01 Maintenance Work Request Log

Provides a maintenance record on an ongoing basis, for the maintenance person or Housing Manager based on tenant requests, or unit inspections.

4.39.02 Inventory Record

The Housing Department should complete an inventory of all equipment including materials and supplies within the Housing Program. In this way a permanent record of all appliances, equipment, materials, and supplies can be established and, should the need arise, the Housing Manager will have the correct information readily available for repairs and/or replacement.

4.39.03 Stock Record Card

All stock, supplies, and equipment should be recorded on these cards, so that records of available materials are readily accessible to the Housing Manager.

4.39.04 Building Maintenance Record File

Each unit managed by the Housing Department should have its own maintenance record file, so that information regarding all repairs, painting, and maintenance work for the unit is readily available to the Housing Manager.

4.39.05 Vehicle Logs

All Housing Department Staff will be responsible for filling out the vehicle logs and must abide by the Vehicle Policy. All logs are to be submitted to the Housing Manager for approval.

4.39.06 Work orders

A Work Order must be used for every repair or replacement when making the necessary follow-up order for repairs/replacements. The designated employees assigned by the Housing Manager must complete these work orders. All completed work orders will be processed and data inputted by the Housing Department Staff. All completed work orders must have the accompanying invoice, purchase order and time (labour hours) noted.

4.39.07 Tenants Responsibilities

The tenants should be encouraged to assist the Housing Department by keeping their unit and grounds in a good state of repair, and by making improvements that are within their capability (any improvements must be authorized by the Housing Manager). The tenant's obligation to maintain the unit as outlined in the Tenancy Agreement should be made very clear to them.

4.40 Routine Inspections

RPCN shall make routine interior, exterior and landscaping inspections when deemed necessary to:

- 4.40.01 Determine if any repairs are required.
- 4.40.02 Look for any fire hazards (over-fusing, overloading or additions to electrical systems, accumulation of rubbish inside or outside the unit, storage of inflammable materials, improper use of heating or other equipment);
- 4.40.03 Ensure that no fixtures or equipment are missing;
- 4.40.04 Ensure proper care of equipment, floors, grounds, etc.;
- 4.40.05 Check for any unauthorized additions or alterations to the unit or grounds;
- 4.40.06 Check for proper housekeeping;
- 4.40.07 Check for permanent residents living in the unit, other than those listed on the lease.

These inspections should be scheduled to suit availability of staff, time of year, and preparation of the annual maintenance budget. The tenants must be given written notice at least twenty-four (24) hours prior to this inspection.

4.41 Technical Assistance

The Housing Manager has a number of resources available for consultation regarding maintenance and/or repair problems, and can recommend which resource person might be

useful.

4.42 Building Codes and Standards

Design and construction standards of all houses includes repairs and maintenance as a minimum shall comply with the National Building Code of Canada 2025 and applicable Fire Codes, Electrical Codes, Plumbing codes and Heating Ventilation codes.

4.43 Normal Wear and Tear

RPCN is responsible for the long-term maintenance of its property and the tenant is responsible for damage beyond normal wear and tear as per APPENDIX "D".

- 4.43.01 The Housing Department has approved a list of maintenance items showing which are RPCN's responsibilities and which are the tenant's responsibilities.
- 4.43.02 The list will help the staff to determine which items of maintenance work to charge the tenant.
- 4.43.03 Chief and Council will instruct the Housing Department to give the tenant every consideration when determining on whether or not to bill the tenant (refer to chargebacks) for the maintenance work.

PART 5 Finance Section

5.01 Budgets

- 5.01.01 The Housing Manager will prepare annual budgets, which will be reviewed by the Finance Manager. The budget will be forwarded to Chief and Council with their recommendations. The Budgets will be reviewed and approved by resolution of Chief and Council.
- 5.01.02 Funds surplus, if any, at the year-end should be shown in the budget for the ensuing year.
- 5.01.03 Funds provided to the Housing Department will be expended for the purposes identified in the operating agreement with CMHC or as determined by the Chief and Council in the course of the year.

5.02 Appliances/Plumbing/Maintenance

- 5.02.01 Any maintenance not approved by the Housing Department is to be charged back to the tenant.
- 5.02.02 Dependent on the approved cash flow operating budget, CMHC will be limited to household repairs and maintenance per year based on the formula provided in the cash flow budget to meet the minimum repair requirements.

5.03 Cleaning Charges

- 5.03.01 Listed below are the prices that a tenant will be charged if the unit that they are vacating is not left clean.
- 5.03.02 The Housing Department completes a move-out inspection upon the tenant vacating the premises. If the tenant does not clean the premises upon vacating the housing unit and the house is left in an untidy state, the following cleaning charges will be assessed and charged to the tenant.

CLEANING RATE AT \$30/HOUR

| SHAMPOO CARPET | COST OF RENTAL, SUPPLIES, HOURLY RATE |
|----------------|---------------------------------------|
|----------------|---------------------------------------|

5.04 Unit Adjustments and Material Purchasing by Tenants

- 5.04.01 A Tenant shall not make major adjustments (modifications or renovations) to a housing unit. Major adjustments include, but are not limited to:
 - 5.04.01.01 Flooring
 - 5.04.01.03 Additions/Extensions to the unit
 - 5.04.01.03 Changing countertops, cabinetry
 - 5.04.01.04 Bathroom renovations
- 5.04.02 Tenants who make major adjustments without prior consent of the Housing Department, will not, under any circumstances, be reimbursed for materials and/or labour. Further, tenants may be evicted if they make unauthorized major adjustments to their unit, particularly if the adjustments cause damage to the structural integrity of the unit.

APPENDIX "A"
APPLICATION FORM



APPLICATION FOR HOUSING

Qualifications for Red Pheasant Cree Nation Housing

Registered Band Members, living both on- and off-reserve, eighteen (18) years of age and older will be eligible for housing in RPCN.

New members who have been recently added and/or transferred to RPCN's membership roll will have to be on the membership roll for a minimum of three (3) years prior to being eligible to apply for RPCN housing.

The Housing Department reserves the right to review housing applications across other RPCN departments to ensure eligibility of individuals to apply for housing.

An applicant shall provide written confirmation from SaskPower and SaskEnergy of their current account standing. For an applicant with no current responsibility for a SaskPower or SaskEnergy account, the applicant shall provide confirmation that there are no arrears on a previous power and gas account. Alternately, the applicant may provide with the application, signed written consent for SaskPower and SaskEnergy to disclose information on the applicant as relates to past SaskPower and SaskEnergy accounts. An applicant with power or gas arrears shall not be eligible; and

An applicant shall provide written confirmation from Red Pheasant Finance Department that confirms that there are no arrears or outstanding payments on accounts with Red Pheasant (ie. Housing payment or outstanding power/gas accounts). If there are arrears or outstanding accounts, the applicant shall not be eligible for housing until the Finance Department confirms either:

- The arrears/outstanding accounts have been paid in full; or
- The applicant has entered into an arrears repayment agreement with RPCN and has paid the agreed-upon monthly instalments on their due date for a minimum of six consecutive months. If the outstanding account is related to tenant damage or unpaid power or gas bills related to the unit, a repayment agreement shall not be accepted; in order to be eligible these outstanding account(s) must be paid in full.

All questions must be fully answered. If a section does not apply to your situation, mark N/A in that section. As an incomplete application will not be processed.

Applicant must be willing to enter into a "Tenancy Agreement" with Red Pheasant Cree Nation.

Please keep information current by updating applications yearly by January 31st.

APPLICANT Name

Marital Status

| | |
|---|---------------------------|
| Address | Date of Birth |
| Phone Number and Email | Status Number |
| CO-APPLICANT Name | Relationship to Applicant |
| Address (if different from APPLICANT) | Date of Birth |
| Phone Number and Email | Status Number |

Please list ALL people that will be living in unit (including applicant)

SECTION A (COUPLES) – INCLUDE APPLICANT/CO-APPLICANT

| Name | D.O.B. MO/DY/YEAR | Relationship | FOR OFFICE USE ONLY |
|----------|----------------------|--------------|---------------------------|
| COUPLE 1 | | | |
| | | | |
| COUPLE 2 | | | |
| | | | |

SECTION B (DEPENDENTS 18+ NOT LISTED UNDER SECTION A)

| Name | D.O.B. MO/DY/YEAR | Relationship | FOR OFFICE USE ONLY |
|------|----------------------|--------------|---------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

SECTION C (DEPENDENTS 5 – 17 YEARS) ** Attach Health Cards/CCB Notice of Assessment

| Name | D.O.B. MO/DY/YEAR | Relationship | FOR OFFICE USE ONLY |
|------|----------------------|--------------|------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

SECTION D (DEPENDENTS UNDER 5 YEARS) ** Attach Health Cards/CCB Notice of Assessment

| Name | D.O.B. MO/DY/YEAR | Relationship | FOR OFFICE USE ONLY |
|------|----------------------|--------------|------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

PRESENT ACCOMODATION AND HISTORY

OFF RESERVE:

Address:

Rent: ____ Own: ____ Room & Board: ____ Homeless: ____ Living with another family

Rental/Mortgage Rate/month: \$ _____ # of bedrooms: ____ Length of Residency: _____

Condition of present accommodation:

of people in the residence: _____ # of adults: _____ # of children: _____

Current Landlord: _____ Phone #: _____

ON-RESERVE:

Unit #: _____ Unit allocated to you (provide year): _____

If living with another family in their allocated unit, when did you start living there:

If living with another family in their allocated unit, who is the Head of Household:

Head of Household Phone No.: _____

| |
|---|
| AGE OF ON-RESERVE UNIT: _____ DATE OF LAST MAJOR RENO: _____ FOR OFFICE USE ONLY: Results of Landlord Reference Score _____ |
|---|

HISTORY (please provide previous 5 years):

Previous Landlord: _____ Phone #: _____
_____ Length of Residency: _____ Reason for Leaving: _____

Did you receive your Damage Deposit back? Y/N Explain: _____

| |
|---|
| FOR OFFICE USE ONLY: Results of Landlord Reference Score _____ |
|---|

Previous Landlord: _____ Phone #: _____
_____ Length of Residency: _____ Reason for Leaving: _____

Did you receive your Damage Deposit back? Y/N Explain: _____

| |
|---|
| FOR OFFICE USE ONLY: Results of Landlord Reference Score _____ |
|---|

Previous Landlord: _____ Phone #: _____
_____ Length of Residency: _____ Reason for Leaving: _____

Did you receive your Damage Deposit back? Y/N Explain: _____

| |
|---|
| FOR OFFICE USE ONLY: Results of Landlord Reference Score _____ |
|---|

Utility Accounts Standing

Applicant attach the following:

- _____ Written confirmation from SaskPower and SaskEnergy of current account standing
- _____ For an applicant with no current responsibility for a SaskPower or SaskEnergy account, confirmation that there are no arrears on a previous power and gas account.
- _____ Alternately, the applicant may provide signed written consent for SaskPower and SaskEnergy to disclose information on the applicant as relates to past SaskPower and SaskEnergy accounts.

Please give us further information, which you feel might help us in consideration of your application:

DECLARATION

I declare the above information to be complete and correct. I understand that this application does not constitute an agreement by the Red Pheasant Cree Nation to provide me with accommodation. I hereby authorize Red Pheasant Cree Nation to investigate any or all of the statements made herein, being fully aware that discovery of any false statements shall cancel any further consideration of my application. I acknowledge that this application becomes the property of Red Pheasant Cree Nation upon delivery. I further acknowledge the right of Red Pheasant Cree Nation or its agents at any time prior to the execution and delivery to me of a RIGHT TO OCCUPY hereby applied for, to withdraw, revoke and cancel without penalty or liability for damages or otherwise, any acceptance or approval of this application made or given.

THIS APPLICATION EXPIRES JANUARY 31ST OF THE FOLLOWING YEAR

| |
|---------------------------------|
| APPLICANT Signature |
| CO-APPLICANT Signature |
| Signature – Housing Department: |
| |

| |
|----------------------------|
| Date Application Received: |
| |

APPENDIX "B"
LANDLORD REFERENCE CHECKLIST

APPENDIX “C”

GUIDELINES FOR TENANT’S RESPONSIBILITIES

Utilities are the responsibility of the Tenant and must be paid regularly.

The Tenants of all houses will be encouraged to maintain their assigned units as follows:

1. Ensure smoke detectors are in good working condition
2. Clean/change furnace filter frequently.
3. Change range fuses as needed.
4. Cleaning of appliances.
5. Change light bulbs as needed.
6. Door knobs tightening/replacing.
7. Door locks.
8. Bathroom fan-keep free of thick dust.
9. Keep sink traps free of debris.
10. Wash siding/yearly.
11. Clean eaves troughs/yearly.
12. Reset furnace switch/breakers.
13. Vacuum behind fridge/twice a year.
14. Remove debris from washer/dryer lint filters.
15. Clean/replace range hood filters.
16. Clean bathroom tub.
17. Report all leaking fixtures/repairs.
18. Regular floor/carpet care.
19. Maintain hand rails.
20. Maintain yard/grass cutting and free of garbage.
21. Maintain ventilation with the season.
22. Maintain steps and landings.
23. Closet doors/cabinet door adjustments.
24. Maintain house and surrounding area in good condition and free of flammable or hazardous components.
25. General upkeep and maintenance of the house including: painting and routine repairs.

The Tenant shall be responsible for any costs associated from damages or necessary repairs caused by (tenant, family or guests) carelessness, misuse, malicious mischief, willful damages, negligence or unnecessary abuse to the premises including all fire damage not covered by tenant insurance. This shall include, but not limited to, the following:

1. Any painting or purchase of paint for the unit.
2. Building and staining of patios, decks, landings and sidewalks.

3. Any damage to the following:

- windows, frames, doors, door knobs, interior, exterior walls, stairs, and/or roof
- walls, cupboard, electrical fixtures (ceiling fans, chandeliers, etc.), lights and flooring

APPENDIX “D”

NORMAL WEAR AND TEAR

The Red Pheasant Cree Nation Housing Policy differentiates between **normal wear and tear** (RPCN’s responsibility) and **tenant damage** (tenant responsibility) to manage maintenance costs and ensure, where possible, that homes remain safe and habitable.

Definition of Normal Wear and Tear: This refers to the natural, gradual deterioration of a home that occurs from regular, everyday use over time, even with reasonable care by the Tenant.

Examples of Wear and Tear: Common examples include faded paint, minor scuffs or scratches on walls, and minor wear on carpets/flooring from walking.

RPCN Responsibilities: Responsible for repairs arising from normal wear and tear, such as replacing appliances that have reached the end of their life, fixing structural problems, and addressing standard deterioration.

Tenant Responsibilities: Tenants are responsible for maintaining reasonable health, cleanliness, and sanitary conditions. They must repair or pay for damages caused by willful neglect, misuse, or carelessness by themselves, their guests, or pets.

Examples of Tenant Damage: Significant damage beyond normal wear and tear includes large holes in walls, broken windows, severe carpet stains (like pet urine or oil), or damage from unauthorized alterations.

APPENDIX "E"

TENANT MANUAL

Guidelines for Tenant Responsibilities

Utilities are the responsibility of the Tenant and must be paid regularly.

The Tenants of all houses will be encouraged to maintain their assigned units as follows:

- Ensure smoke detectors are in good working condition
- Clean/change furnace filter frequently.
- Change range fuses as needed.
- Cleaning of appliances.
- Change light bulbs as needed.
- Door knobs tightening/replacing.
- Door locks.
- Bathroom fan-keep free of thick dust.
- Keep sink traps free of debris.
- Wash siding/yearly.
- Clean eaves troughs/yearly.
- Reset furnace switch/breakers.
- Vacuum behind fridge/twice a year.
- Remove debris from washer/dryer lint filters.
- Clean/replace range hood filters.
- Clean bathroom tub.
- Report all leaking fixtures/repairs.
- Regular floor/carpet care.
- Maintain hand rails.
- Maintain yard/grass cutting and free of garbage.
- Maintain ventilation with the season.
- Maintain steps and landings.
- Closet doors/cabinet door adjustments.
- Maintain house and surrounding area in good condition and free of flammable or hazardous components.
- General upkeep and maintenance of the house including: painting and routine repairs.

Red Pheasant Cree Nation

Tenant Information Handbook

Housing Program



Housing Department

Main Phone: 306.937.7717
After Hours/Emergency: 306.482.8293
Email: housing@redpheasantcree.ca

March 2026

Responsibilities

Red Pheasant Cree Nation:

- The RPCN will provide sewer, water and garbage pick-up services.
- To make sure the unit is clean and ready to move in by the agreed upon Tenant move-in date.
- The Housing Manager will accept requests for maintenance and repairs, which will be prioritized and reflected in the short and long term housing plans.
- The Housing Manager will, to the best of their ability, ensure tenants assume responsibility for the upkeep of their units.
- In the event the Tenant ends their tenancy, Housing Department staff will conduct a 'move-out' inspection with the Tenant. Any damage found to the unit, beyond 'normal wear and tear' will be repaired. The cost of the repair will be billed to the former Tenant.

Tenant:

- To generally maintain the house including cleaning, painting, landscaping (if applicable) and routine repairs (eg: doorknob replacement; paint);

For full details including procedures, refer to the Red Pheasant Cree Nation Housing Policy—March 2026

Tenant continued ...

- Attend a RPCN Tenant Workshop;
- To report outside drainage and foundation problems so that efforts may be conducted so as to prevent moisture deterioration;
- Recognize the right to privacy and enjoyment of neighbours and Red Pheasant Cree Nation;
- Pay for any damages you, your guests or your pets cause to the unit or property;
- Respect the noise regulations;
- If you have a pet you must follow the rules and regulations regarding noise, pet waste, etc.;
- To dispose of garbage in an approved disposal site;
- To obtain approval from the Housing Department prior to making any alterations to your assigned unit; and
- Adhere to Pets Policy



Purpose

This handbook serves as a brief overview of the Red Pheasant Cree Nation's Housing Program.

For detailed information on the Housing Program or for a copy of the RPCN Housing Policy, please contact the Housing Manager.

Band Owned Units and CMHC Housing are homes that are funded and/or financed through federal government housing programs, mortgage loans and Red Pheasant Cree Nation own sourced revenues.

All housing units that are on the RPCN reserve lands, except those deemed to be privately owned and for which an Ownership Agreement has been executed, are considered property of the RPCN and classified as Band Housing.

Illegal Activity

The Red Pheasant Cree Nation will not tolerate illegal activity. In the event such illegal activity is brought to the attention of the Housing Manager, the Housing Manager upon approval from Chief & Council will serve an eviction notice. RCMP will be requested to escort the eviction.

The Housing Tenancy Agreement

After you have accepted the assignment of a housing unit you are required to sign a Housing Tenancy Agreement before you move in. This is a contract between you (the Tenant) and Red Pheasant Cree Nation. The agreement confirms the rights and responsibilities of the Tenant and RPCN.

It is administered according to the RPCN Housing Policy and other RPCN laws and regulations.

Understanding the Agreement

The Housing Manager will meet with you before moving into your assigned unit, - to explain the Tenancy Agreement and the housing program.

Please read the agreement carefully and if you are unsure of anything, ask for more information - be sure to understand what the agreement says before you sign it!

You will be given a copy of the agreement after it has been signed.

Before you move in!

Before you move into the home you will:

- Meet with the Housing Manager to review the Tenancy Agreement and learn about your roles and responsibilities and the responsibilities of Red Pheasant Cree Nation.
- Sign the Housing Tenancy Agreement and be given a copy.
- Provide confirmation that you have established SaskPower and SaskEnergy accounts.
- Participate in a move-in inspection to confirm the condition of the home before you move in and to review the operational items such as the furnace, plumbing and fire safety systems during the inspection. You will receive a copy of the inspection report signed by the Housing Manager.

Insurance

It is your responsibility to obtain and pay the cost of insurance for your personal belongings ('personal property' or 'contents' insurance). Red Pheasant Cree Nation is not responsible for loss or any damage to your personal belongings.

Authorized Occupants

Only occupants listed in the Tenancy Agreement signed by the Tenant and the Housing Manager are authorized to occupy the unit. If you would like someone who is not listed in the agreement to live permanently in the housing unit you must first make a written request to the Housing Manager.

If you do not ask for and obtain approval from the Housing Manager or, your request is denied and you permit the unauthorized person to live in the unit, this is a breach of the Tenancy Agreement and RPCN reserves the right to terminate the agreement and have you and all occupants vacate the premises.



APPENDIX “F”

1. The Housing Manager will do a Move-out Condition report on all tenants vacating their unit. If for some reason there is no condition report already filled out at the time of move-in, the tenant is to request a Condition Report prior to the termination of tenancy, usually the last day the tenant is moving out.
2. A signed copy of the Condition Report will be issued to the tenant upon leaving of the residence.
3. Tenant is to provide Housing Department personnel with the original two keys (also any duplicates) at the time of departure.
4. All calls relating to maintenance can be phoned in to the Housing Department during office hours (10:00 am - 3:00 pm Monday through Friday). Tenant's responsibility to advise the Housing Department, twenty-four (24) hour notice of service of any maintenance work relating to plumbing, heating, electrical, etc. Calls for service will be dispatched based on priority.
5. Tenant must receive permission from the Housing Department to have other than those listed on the Tenancy Agreement living in units.
6. Tenant is responsible for the cleaning, care and maintenance of the yard:

Garbage is to be securely wrapped and tied.
7. Tenant may not alter or redecorate premises without the permission from the Housing Manager.
8. Tenant is responsible to phone in Gas/Power readings to SaskEnergy/SaskPower when requested.
9. Tenant cannot move to another housing unit unless:
 - I. Increase or decrease in family size.
 - II. Medical reasons - must produce letter from physician.
 - III. Approved and reasonable transfer is required by Housing Department, e.g. ramp accessibility.
10. Absolutely no sub-letting permitted.

MOVE-OUT INSPECTION

1. The Housing Manager will do a Move-out Condition report on all tenants vacating their unit. If for some reason there is no condition report already filled out at time of move-in, the tenant is
-

to request a Condition Report prior to the termination of the tenancy, usually the last day the tenant is moving out.

2. A signed copy of the Condition Report will be issued to the tenant upon leaving of the residence.
3. Tenant is to provide Housing Department personnel with the original two keys (also any duplicates) at the time of departure.
4. All calls relating to maintenance can be phoned in to the Housing Department during office hours (10:00 am – 3:00 pm Monday through Friday). Tenant's responsibility to advise the Housing Department, twenty-four (24) hour notice of service of any maintenance work relating to plumbing, heating, electrical, etc. Calls for service will be dispatched based on priority.
5. Tenant must receive permission from the Housing Department to have other than those listed on the Tenancy Agreement living in units.
6. Tenant is responsible for the cleaning, care and maintenance of the yard:

Garbage is to be securely wrapped and tied
7. Tenant may not alter or redecorate premises without the permission from the Housing Manager.
8. Tenant is responsible to phone in Gas/Power readings to SaskEnergy/SaskPower when requested.
9. Tenant cannot move to another housing unit unless:
 - I. Increase or decrease in family size.
 - II. Medical reasons – must produce letter from physician.
 - III. Approved and reasonable transfer is required by Housing Department, e.g. ramp accessibility.
10. Absolutely no sub-letting permitted.

APPENDIX "G"
REVISION SUMMARY

| SECTION | FORMER WORDING | AMENDED WORDING/DATE |
|----------------|-----------------------|-----------------------------|
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