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TSUUT'INA NATION

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## COMING INTO FORCE NOTICE

THE FOLLOWING DOCUMENT WAS AMENDED ON OCTOBER 18, 2018 THROUGH THE TSUUT'INA LEGISLATIVE PROCESS STREAM "B" AND IS ENFORCEABLE WITHIN THE JURISDICTION OF TSUUTINA NATION.

**Title:** Tsuut'ina Nation Off-Reserve Residency Program Policies and Procedures

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Tsuut'ina Nation  
Off-Reserve Residency Program



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## Section 1 Definitions

- 1.1. **“Applicant”** means a Tsuut’ina Nation Citizen or the Legal Guardian of a Tsuut’ina Nation Minor Citizen who, pursuant to the Off-Reserve Residency Program, has applied for Off-Reserve Residency Housing.
- 1.2. **“Landlord”** means an individual who permits the occupation of a Residency Premises under a Residency Tenancy Agreement.
- 1.3. **“Non-Nation Citizen”** means an individual who is not registered on the Tsuut’ina Nation Citizenship List.
- 1.4. **“Off-Reserve Residency Program Coordinator” or “Coordinator”** means the individual who administers the Tsuut’ina Nation Off-Reserve Residency Program.
- 1.5. **“Off-Reserve Residency Program” or “Program”** means the Tsuut’ina Nation Program that is established with the intention of providing Off-Reserve Residency to Tsuut’ina Nation Citizens.
- 1.6. **“Portfolio Liaison Officer” or “PLO”** means the Portfolio Liaison Officer of a Portfolio. PLO’s are accountable for the day to day oversight of their respective Portfolio. PLO’s are responsible to ensure that their portfolio managers adhere to their respective mandate and service delivery;
- 1.7. **“Residency Premises” or “Premises”** means a place occupied by a Tenant pursuant to the Off-Reserve Residency Program.
- 1.8. **“Residency Tenancy Agreement”** means a written agreement between a Landlord and a Tenant to rent a Residency Premises.
- 1.9. **“Residential Tenancies Act”** means the *Residential Tenancies Act*, R.S.A. 2004, Chapter R-17.1, as amended, or such other provincial or state legislation governing tenancies of Residency Premises.
- 1.10. **“Tenant”** means an individual who, pursuant to the Off-Reserve Residency Program, occupies a Residence off-reserve.
- 1.11. **“Trades Training”** means apprenticeship training which combines paid, work-based training with technical training in a classroom or shop setting. Successful completion of both components, along with examinations, is required to earn a certificate or ticket, and become a certified tradesperson.
- 1.12. **“Tsuut’ina Nation Chief and Council” or “Chief and Council”** means the duly elected Chief of the Tsuut’ina Nation and the duly elected members of Council.
- 1.13. **“Tsuut’ina Nation Citizen” or “Citizen”** means a person who is defined as a Citizen pursuant the Tsuut’ina Nation Citizenship code.
- 1.14. **“Tsuut’ina Nation Citizenship List”** means the list of Tsuut’ina Nation Citizens kept in accordance with the Tsuut’ina Nation Citizenship Code.
- 1.15. **“Tsuut’ina Nation Elder” or “Elder”** means a Tsuut’ina Nation Citizen who is the age of sixty (60) years or older and on the Elder List.

- 1.16. **“Tsuut’ina Nation Lands”** means those lands designated as Reserve lands for the Tsuut’ina (Band) Nation pursuant to Treaty #7, more generally described as Reserve No. 145.
- 1.17. **“Tsuut’ina Nation Legislative Process”** is to establish a process which legislation proceeds from a Development and Drafting Phase to an Enactment and Coming Into Force Phase.
- 1.18. **“Tsuut’ina Nation Citizen Minor” or “Minor”** means a Tsuut’ina Nation Citizen who is under the age of eighteen (18).

## Section 2 Purpose, Scope and Application

- 2.1. This document contains the Policies and Procedures required to administer the Off-Reserve Residency Program. These Policies and Procedures direct the staff, Tsuut'ina Nation Citizens and Tenants accessing the Off-Reserve Residency Program.
- 2.2. The Off-Reserve Residency Program Policies and Procedures outline the process by which decisions are reviewed, approved, and carried out. The Off-Reserve Residency Program Policies and Procedures assign responsibilities and authorities ensuring that management and financial decisions are made, with proper actions taken, at the appropriate levels.

### Authority, Structure, and Legislation

- 2.3. The Portfolio Liaison Officer is responsible for the Off-Reserve Residency Program and ensures compliance with the Off-Reserve Residency Program Policies and Procedures and all applicable Tsuut'ina Nation legislation.
- 2.4. The Off-Reserve Residency Program Coordinator is responsible for administering the day-to-day management of the Off-Reserve Residency Program while ensuring compliance with the Off-Reserve Residency Program Policies and Procedures and all applicable Tsuut'ina Nation legislation. The Off-Reserve Residency Program Coordinator reports directly to the applicable Portfolio Liaison Officer.
- 2.5. The Off-Reserve Residency Program staff are responsible for administering the day-to-day management as set out in their job description.
- 2.6. The following list of ratified and in force legislation and agreements that support or extend upon the Off-Reserve Program:
  - (a) Tsuut'ina Nation Human Resources Policy and Procedures Manual;
  - (b) Tsuut'ina Nation Finance and Administration Act;
  - (c) Tsuut'ina Nation Education Act;
  - (d) Tsuut'ina Nation Matrimonial Property Law;
  - (e) Tsuut'ina Nation Legislative Process Act; and
  - (f) Any other applicable legislation as ratified by the Tsuut'ina Nation Chief and Council.

### Approval and Amendment

- 2.7. The Tsuut'ina Nation Chief and Council shall approve or amend the Off-Reserve Residency Program Policies and Procedures through the Tsuut'ina Nation Legislative Process. Amendments to Off-Reserve Residency Program Policies and Procedures must comply with funding agreements.
- 2.8. A policy review may be conducted annually.

### Section 3 Eligibility

- 3.1. The Off-Reserve Residency Program is to support a Tsuut'ina Nation Citizen who does not have suitable housing allocated and available to them on Tsuut'ina Nation lands.
- 3.2. The Off-Reserve Residency Program shall not provide sponsorship on any First Nation reserve unless managed by an on-reserve housing authority.
- 3.3. The Off-Reserve Residency Program has an allocated annual approved budget. Accordingly, only those Tsuut'ina Nation Citizens who meet the eligibility requirements will be able to receive sponsorship under the Off-Reserve Residency Program.
- 3.4. Only one (1) Tsuut'ina Nation Citizen per Residency Premise is eligible for sponsorship pursuant to the Off-Reserve Residency Program.
- 3.5. An Applicant must be over the age of eighteen (18) years to apply for sponsorship under the Off-Reserve Residency Program.
- 3.6. A Non-Tsuut'ina Nation Citizen, who is over the age of eighteen (18) years and is the legal guardian or parent of a Tsuut'ina Nation Citizen Minor, may apply on behalf of the Tsuut'ina Nation Minor for sponsorship under the Off-Reserve Residency Program.
- 3.7. All Applicants must provide two (2) pieces of the following identification:
  - (a) Driver's License;
  - (b) Indian Status Card;
  - (c) Birth Certificate;
  - (d) Health Care Card;
  - (e) Student Card;
  - (f) Passport; or
  - (g) Tsuut'ina Nation Citizenship Card.
- 3.8. Other sources of financial sponsorship for housing, including the amount, shall be disclosed upon application process. Other sources of financial sponsorship may include, but is not limited to, the following:
  - (a) Social assistance program financial receipt or other programs that provide financial support for housing;
  - (b) Treaty 7 or any other housing subsidy assistance programs;
  - (c) Separation Agreement as found in the Tsuut'ina Nation Matrimonial Property Law, Section 2(s)(iii);
  - (d) Alimony payments;
  - (e) Child support payments;
  - (f) Assured Income for the Severely Handicapped Payments;

- (g) Old Age Security;
- (h) Canada Pension Plan; or
- (i) Unemployment Insurance.

3.9. Tsuut'ina Nation Citizens who have On-Reserve housing that is unfit for living by way of condemned inspection or does not meet their physical needs for residency requirements, may apply for Off-Reserve Residency Program. Applications under this circumstance must have an endorsement letter from the Tsuut'ina Nation Housing Department, as well as supporting documentation, such as a Condemned Inspection Report.

### **Regular Eligibility**

- 3.10. An Applicant must be continuously employed or a full-time student for Regular Eligibility, and successfully complete all probationary requirements per Section 4.44-4.45.
- 3.11. An Applicant must provide a letter from their employer or school indicating:
  - (a) Start date;
  - (b) End date (if any); and
  - (c) Status of employment (part time/full time).
- 3.12. Information must be provided at the time of application, and once approved, on a quarterly basis.
- 3.13. An Applicant who is self-employed must provide one of the following as evidence of self-employment:
  - (a) Copies of regular deposit slips, funding agency; and
  - (b) Other verifying receipts as volunteered by Applicant.
- 3.14. An Applicant shall include the names of all occupants planning to reside in the Premises.
- 3.15. The Landlord cannot be the spouse, common law, or reside in the Premises.
- 3.16. Spouse or common law partner must be listed as occupants on the lease and application, not as Co-Applicant.
- 3.17. The Off-Reserve Residency Program does not pay mortgages.
- 3.18. Full-time students that are eligible are identified as:
  - (a) Students attending Bullhead Adult Learning Centre;
  - (b) Students attending Post-Secondary education;
  - (c) Students attending Trades Training; and
  - (d) Students who have a Tsuut'ina Nation house allocated to them but go to school away from the Tsuut'ina Nation and Calgary and return between semesters.

**Eligibility for Assured Income for the Severely Handicapped (“AISH”)**

- 3.19. Applicants who are funded through the Assured Income for the Severely Handicapped will be considered on a case by case basis in consultation between the Off-Reserve Residency Program Coordinator and the Social Wellbeing Portfolio Liaison Officer.
- 3.20. Applicant must provide verification of Assured Income for the Severely Handicapped stating the Applicant or Tsuut’ina Nation Citizen Minor lives with a medical condition that presents limitations on the Tenant, or dependent, from working or attending school. Applicants eligible for AISH shall have priority over non-medical Applicants, however, they will not have priority over Elder Applicants. Medical Sponsorship includes adequate space for living aid as required for complex care per Tsuut’ina Nation Health Centre or external Health Authority referral.
- 3.21. Upon providing proof to the Off-Reserve Residency Program Coordinator that the Tsuut’ina Nation Citizen is eligible to receive Assured Income for the severely handicapped benefits in accordance with Section 3(3) of the *Assured Income for the Severely Handicapped Act*, the Off-Reserve Residency Program Coordinator may approve the Tsuut’ina Nation Citizen for benefits through Off-Reserve Residency Program. The Off-Reserve Residency Program Coordinator reserves the right to deny any application for any previous violations of Off-Reserve Residency Program Policies, including, but not limited to, unpaid rents or security deposits.

**Elder Sponsorship Eligibility**

- 3.22. The Tsuut’ina Nation Elders provide tradition, knowledge, culture, and values to the community. The Off-Reserve Residency Program will give first priority to Elders in application processing subject to the following:
  - (a) Elders shall not have been allocated a new house, or received major renovation for an on-reserve house that is constructed for the Elders’ physical needs notwithstanding Section 3.22(b); and
  - (b) Elders shall provide the Off-Reserve Residency Program with written confirmation from the Tsuut’ina Nation Housing Authority and a Health Authority that states the allocated on-reserve house does not serve the residential needs for the Elder.
- 3.23. The Off-Reserve Residency Program Coordinator shall confirm that the Applicant is on the Elders List and, if so, the application shall be considered an Elder File.

**Tsuut’ina Nation Citizen Minor Sponsorship Eligibility**

- 3.24. When a Non-Nation Citizen is applying on behalf of a Tsuut’ina Nation Citizen Minor, the Applicant must adhere to the Off-Reserve Residency Program Policies and Procedures. The Applicant must provide custody, court, or guardianship agreement documentation to the Off-Reserve Residency Program Coordinator upon the said Minor turning the age of eighteen, the sponsorship shall be placed in the name of the Tsuut’ina Nation Citizen Minor and regular sponsorship Off-Reserve Residency Program Policies and Procedures shall commence.

### **Major Renovations**

3.25. Tsuut'ina Nation Citizens who are receiving scheduled major renovations under the Tsuut'ina Nation Technical Services department are not eligible for rent sponsorship under the Off-Reserve Residency Program.

### **Transition from Off-Reserve Residency Program**

3.26. Transitional Housing includes Tsuut'ina Nation Citizens who are receiving regular sponsorship who transition from Off-Reserve Residency Program to On-Reserve new housing. Tenants must provide the Off-Reserve Residency Program written notice from the homebuilder of construction completion. The Tenant shall have up to one month past the construction completion date for cleaning and moving.

### **Repayment plan process**

3.27. A contract to repay monies owed to the Off-Reserve Residency Program for outstanding security deposit amounts is to be completed and signed upon the approval of sponsorship.

### **Program Ineligibility**

3.28. An Applicant who is receiving Income Support is not eligible for Off-Reserve Residency Program sponsorship.

3.29. An Applicant who has been disqualified from the Off-Reserve Residency Program is not eligible for further sponsorship from the Off-Reserve Residency Program for a period of one (1) year.

3.30. An Applicant, who has been disqualified from the Off-Reserve Residency Program on more than one occasion, is not eligible for further sponsorship from the Off-Reserve Residency Program for a period of two (2) years.

3.31. Unless an agreement has been entered into and the process for repayment has commenced, an Applicant who owes money to the Off-Reserve Residency Program as a result of a previous sponsorship shall not be eligible.

3.32. If an agreement for repayment is not entered into, a Tsuut'ina Nation Citizen is eligible to reapply once all payments have been settled.

3.33. Applicants who do not meet the standards of the Terms and Conditions Waiver/Contract for the Off-Reserve Residency Program shall be informed of this decision in writing.

3.34. Off-Reserve Housing does not financially assist emergency housing Applicants.

### **Application Process and Sponsorship Acceptance**

3.35. Applications are processed using the following steps:

#### **Step 1. Initial Application:**

(a) Applicants must fill out an application and provide all necessary documentation per Section 3.7 to 3.18.

- (b) Applications are to be delivered in person to the Off-Reserve Residency Program Coordinator or Off-Reserve Residency Program executive assistant.
- (c) Incomplete application forms will not be considered. The Off-Reserve Residency Program staff will notify the Applicant by telephone and/or in writing, if further documentation or information is needed.

**Step 2. Eligibility Confirmation**

- (d) The Off-Reserve Residency Program Coordinator shall approve/deny sponsorship under the Off-Reserve Residency Program based on a complete application, documentation that has been provided, and applicable eligibility criteria.
- (e) The Off-Reserve Residency Program Coordinator shall review applications through an eligibility checklist for approval/denial criteria per Appendix B that will be attached to the file.
- (f) Eligibility categories:
  - Regular file;
  - Elders file;
  - Tsuut'ina Nation Minor Citizen file; and
  - Transitional File.

**Step 3. Denied or Accepted Applications**

- (g) Applicants who do not meet the criteria for the Off-Reserve Residency Program shall be informed of this decision in writing.
- (h) If an application is accepted, the Off-Reserve Residency Program Coordinator or executive assistant will notify the Applicant by telephone and/or in writing and provide the Applicant with an application identification number.
- (i) Accepted applications will be date stamped by the Off-Reserve Residency Program Coordinator and placed in order of submission on the waiting list.

**Step 4. Waitlist**

- (j) The waiting list, using identification numbers, will be posted in a public area in the Tsuut'ina Nation Administration Building.
- (k) Upon funding becoming available, the Off-Reserve Residency Program Coordinator and Portfolio Liaison Officer shall have a final review of the application and decide whether the Applicant still meets the criteria for sponsorship pursuant to application criteria fulfillment.
- (l) Once a Tenant vacates their Off-Reserve Residency Program sponsorship it then becomes available for a new Applicant listed on the Off-Reserve Residency Program waitlist.
- (m) It is the responsibility of the Applicant to ensure that all information provided is up to date and accurate. The Applicant must advise the Off-Reserve Residency Program

Coordinator of any changes in employment or schooling. Failure to advise the Off-Reserve Residency Program Coordinator of a change will be deemed to be providing false or misleading information and the application will automatically be rejected and the Applicant must reapply.

- (n) Elder Applicants shall take first priority for sponsorship, pending funding availability.

#### **Step 5. Approved Sponsorship**

- (o) The Off-Reserve Residency Program Coordinator shall advise an Applicant of approved sponsorship in writing.
- (p) Terms and Conditions Contract shall be provided by the Off-Reserve Residency Program and signed by the Applicant.
- (q) Upon approval, the Applicant and all adult individual(s) who will be residing with the Applicant must satisfactorily complete an orientation through the Off-Reserve Residency Program. The orientation must be completed within five (5) business days upon approval notification.
- (r) The Off-Reserve Residency Program Coordinator shall provide the Applicant with a sponsorship letter. An Applicant shall then have ninety (90) days from approval to find suitable accommodations.
- (s) If the Applicant fails to find suitable accommodations within ninety (90) days of approval, the sponsorship approval shall be revoked and the Applicant must reapply.
- (t) If an Applicant is approved as an Elder File, the Off-Reserve Residency Program Coordinator and staff shall assist the Applicant with technical support to secure a Premises.

#### **Sponsorship Rates**

- 3.36. The amount of sponsorship provided through the Off-Reserve Residency Program shall be based on the type of eligibility category the Applicant has applied and is approved for.
- 3.37. Off-Reserve Residency Program accepts neither responsibility nor liability for costs incurred for any rent over and above the sponsorship rates set forth herein, and any utilities and other fees, costs, charges, expenses or outlays associated with the rental of a Residency Premises.

**Financial Eligibility Grid**

3.38. All Sponsorships are paid in Canadian funds. (including out of Country and Province).

FILE TYPE	BASE ELIGIBLE FUNDING	+1 OR MORE TSUUT'INA NATION CITIZEN MINORS
Regular	1500.00 No Children	+150.00 for Each Tsuut'ina Nation Citizen Minor
Elder	2000.00-Max.	0
Tsuut'ina Nation Citizen Minors (resides with non-nation parents)	1000.00	
Medical/AISH	2000.00	0

October 23, 2018

## Section 4 Tenancy and Program Requirements, Roles, and Responsibilities

### Security Deposit – Elder and AISH File Tenants

- 4.1. The Off-Reserve Residency Program will provide one (1) security deposit directly to Landlords on behalf of an Elder or AISH File Tenant, pursuant to the terms of a Residency Tenancy Agreement. If a Landlord does not return the security deposit, the Off-Reserve Residency Program shall not provide any additional security deposits.
- 4.2. Under no circumstances shall the security deposit be greater than one month's rent.
- 4.3. In the event of a termination of a Residency Tenancy Agreement, the Tenant must cooperate with the Off-Reserve Residency Program for the return of the security deposit to the Off-Reserve Residency Program.

### Security Deposit – Regular File Tenants

- 4.4. Regular File Tenants are solely responsible for providing the security deposit.

### Residency Tenancy Agreement

- 4.5. The Tsuut'ina Nation does not sign, and is not bound by the terms of, a Residency Tenancy Agreement. The Tsuut'ina Nation is not responsible for any amounts other than the rates approved by the Off-Reserve Residency Program Policies and Procedures.
- 4.6. All approved Applicants shall enter into a signed Residency Tenancy Agreement with a Landlord once suitable accommodation is found. A copy of a signed Residency Tenancy Agreement must be forwarded to the Off-Reserve Residency Program Coordinator.

### Off-Reserve Residency Program Roles and Responsibilities

#### General Administrative Duties

- 4.7. The Off-Reserve Residency Program Coordinator shall provide the Applicant with a sponsorship letter that confirms that Off-Reserve Residency Program shall provide financial assistance so long as the Applicant is in compliance with Off-Reserve Residency Program Policies and Procedures.
- 4.8. The Off-Reserve Residency Program Staff shall process monthly rental payments through Tsuut'ina Nation Finance and Administration Act. All payments shall be mailed out on or before the twentieth (20) of every month, unless arrangements are made for pick up with the Off-Reserve Residency Program staff.
- 4.9. In accordance with the Tsuut'ina Nation Human Resources Policies and Procedures Manual, the Off-Reserve Residency Program Coordinator and staff are to respect the confidentiality of information that is obtained as part of the application process for sponsorship under the Off-Reserve Residency Program.

**File Maintenance**

- 4.10. Off-Reserve Residency Program staff shall maintain current information. Regular and Minor sponsored Tenants must update their information semi annually or whenever any changes occur that may affect program eligibility. Current contact information must be on file, which includes a mandatory email address and phone number. An emergency contact person is also required.
- 4.11. Medical sponsorship Tenants shall give consent to have file updates every six (6) months from the Tsuut'ina Nation Health Centre, or external Health authority, as well as additional living aid costs per Tsuut'ina Nation Health Centre Authority written submission.
- 4.12. The Tenant Relations File Clerk is responsible to complete a yearly walk-through inspection of the sponsored Residency Premises. The Tenant shall provide the Off-Reserve Residency Program with a copy of the inspection report provided by the Landlord.
- 4.13. The Off-Reserve Residency Program Tenant Relations File Clerk shall inspect the state of the sponsored Residency Premises annually and one month prior to the end of rental term, to ensure compliance with the Off-Reserve Residency Program Policies and Procedures.

**Walk in/Walk out Inspections**

- 4.14. The Off-Reserve Residency Program requires all Tenants to have done both a walk-in and walkout inspection with the Landlord. When the Nation has provided a security deposit such for Transitional, Elders and Medical file, walk in and walkouts must be done with Off-Reserve Residency Program.
- 4.15. The Tenant must provide an initial inspection report, filled out by the Landlord, to the Off-Reserve Residency Coordinator upon approval of sponsorship.
- 4.16. The Tenant will be given two (2) opportunities for a walkthrough.
- 4.17. The Off-Reserve Residency Program staff shall give a Tenant no less than twenty-four (24) hours written notice that an inspection of the Residency Premises will take place.
- 4.18. Upon giving written notice, the Off-Reserve Residency Program staff shall be entitled to enter the Residency Premises.
- 4.19. If the Tenant is not compliant to the two (2) scheduled walkthroughs and the 24-hour notice of the final walkthrough attempt, the Off-Reserve Residency Program Coordinator will then give written notice of disqualification from the Off-Reserve Residency Program.

**Security, Repairs, and Renovations**

- 4.20. The Off-Reserve Residency Program is not responsible for security deposits or repairs.
- 4.21. The Off-Reserve Residency Program is not financially responsible for emergency repairs or renovations that a Tenant wishes to make. Tenants are responsible for arranging emergency repairs or renovations.

## **Tenant Roles and Responsibilities**

### **Policies and Procedures Acknowledgement**

- 4.22. All Tenants will be required to sign a Terms and Conditions Contract per Appendix B which shall confirm that they have reviewed and agreed to the Off-Reserve Residency Program Policies and Procedures.

### **Up to Date Information**

- 4.23. Information must be kept up to date. Sponsored Tenants must update their information semi annually or whenever any changes occur that may affect program eligibility. Current contact information must be on file, which includes a mandatory email address and phone number. An emergency contact is also required.
- 4.24. Tenants must comply with Section 4.14 – 4.19 for residence inspections requirements for file audit purposes.

### **Education and Employment**

- 4.25. An individual attending school between semesters, must find employment within sixty (60) days of the end of the semester and continue to be employed until the new semester.
- 4.26. It is the students' responsibility to provide evidence of continued education, including but not limited to, timetables, Proof of Enrollment, and letters from Student Services confirming enrollment.
- 4.27. If attendance sheet from the Adult Learning Centre cannot be provided, transcript will be accepted.
- 4.28. An individual who has graduated from school or is no longer a student must find employment within sixty (60) days of graduating school.
- 4.29. A Regular File Tenant who has been terminated from their employment must find new employment within sixty (60) days of being terminated from his or her previous employment.

### **Out of Province and Out of Country**

- 4.30. All Tenants residing out of country will receive the sponsorship in Canadian Funds.
- 4.31. It is the obligation of the Tenant to provide the difference if Canadian rate does not cover full rent.

### **Maternity/Paternity Leave**

- 4.32. A Tenant is responsible for providing satisfactory documentation, such as unemployment insurance stubs, showing the Tenant has approved maternity leave.

### **Treatment Program**

- 4.33. If Tenant is attending treatment, it is their responsibility to send a confirmation letter from Healthy Living or treatment program that they are attending and the start and end date.
- 4.34. It is the Tenants responsibility to inform their Landlord that they will be away from the Premises.

**Financial Responsibility**

- 4.35. The Off-Reserve Residency Program shall require a Tenant to provide satisfactory documentation quarterly showing that the Tenant is paying any rent over and above the sponsorship rate and any utilities and other fees, costs, charges, expenses, or outlays associated with the sponsored rental.
- 4.36. Failure by the Tenant to pay rent over and above the sponsorship rate or any utilities or other fees, costs, charges, expenses or outlays associated with the rental of the Residency Premises will result in the Off-Reserve Residency Program issuing a written warning.
- 4.37. If, after receiving a written warning, the Tenant fails, within a reasonable period of time, to pay rent over and above the sponsorship rate or any utilities or other fees, costs, charges, expenses or outlays associated with the rental of the Residency Premises, the Tenant shall be disqualified from receiving sponsorship pursuant to Off-Reserve Residency Program Policies and Procedures.

**Residence Occupants**

- 4.38. Tenants will not permit individuals other than those individuals listed on the application form, or those that have been approved by the Off-Reserve Residency Program, to reside in the Residency Premises. Failure on the part of a Tenant to comply will result in the termination of sponsorship and disqualification from the Off-Reserve Residency Program for a period of one (1) year.

**Residency Tenancies Act Responsibilities**

- 4.39. Tsuut'ina Nation Citizens renting Off-Reserve are subject to the *Residential Tenancies Act RSA 2000, c R-17 ("RTA")* and all other legislation in the jurisdiction of Residency.
- 4.40. Tenants must comply with the Tenants covenants of the *RTA* Section 21. Failure on the part of a Tenant to comply, will result in the termination of sponsorship and disqualification from the Off-Reserve Residency Program.

**Residency Lease Agreement Termination**

- 4.41. In the event that a Tenant wishes to terminate a tenancy, the Tenant shall give proper notice to the Landlord pursuant to the Residency Tenancy Agreement.
- 4.42. Tenant shall also give one (1) month notice to the Off-Reserve Residency Program including the date on which the tenancy is to terminate.

**Assignment and Sublease**

- 4.43. Tenants are not permitted to assign or sublease the Residency Premises. Failure on the part of a Tenant to comply will result in the termination of sponsorship and disqualification from the Off-Reserve Residency Program.

**Probationary Tenant Responsibility**

- 4.44. All Applicants are on probation for their first year of being on the Off-Reserve Residency Program.
- 4.45. Probationary requirements criterion as follows:

- (a) The Tenant Relations File Clerk is responsible to complete a walk-through every three (3) months of the sponsored Residency Premises during the probationary period. The Tenant shall provide the Off-Reserve Residency Program with a copy of the inspection report provided by the Landlord.
- (b) The Off-Reserve Residency Program Tenant Relations File Clerk shall inspect the state of the sponsored Residency Premises every three (3) months to ensure compliance with the Off-Reserve Program Policies and Procedures.
- (c) The Off-Reserve Residency Program staff shall give a Tenant twenty-four (24) written notice that an inspection of the Residency Premises will take place.
- (d) Upon giving written notice, the Off-Reserve Residency Program staff shall be entitled to enter the Residency Premises.

## Section 5 Disqualification

- 5.1. In the event the Tenant fails to comply with the Off-Reserve Residency Program Policies and Procedures, the Tenant shall be disqualified from receiving sponsorship pursuant to the Off-Reserve Residency Program for a period of one (1) year.
- 5.2. Failure on the part of a Tenant to comply with the covenants of a Residency Tenancy Agreement or comply with the provisions of the *RTA*, will result in the termination of sponsorship and disqualification from the Off-Reserve Residency Program for a period of one (1) year.
- 5.3. Sponsorship may also be disqualified for the following reasons:
  - (a) If the Tenant provides false or misleading information or fails to provide true and current information;
  - (b) If the Tenant abandons the Residency Premises or otherwise breaches the Residency Tenancy Agreement;
  - (c) If the Tenant subleases, sublets or otherwise permits individuals not listed on the application to reside in the Residency Premises; and
  - (d) If the Tenant is providing residency for persons affiliated in a gang related, or other criminal investigation.
- 5.4. A Tenant will be deemed to have abandoned the Residency Premises if, without prior written approval from the Off-Reserve Program Coordinator, he or she leaves the Residency Premises for a period longer than ten (10) days.

### Program Disqualification Process

- 5.5. The Off-Reserve Residency Program Coordinator will provide one (1) verbal and one (1) written warning that a Tenant may be disqualified upon breach of these policies.

#### Verbal Warning

- 5.6. The breach must be remedied within five (5) business days of the verbal warning, before a written warning is issued.

#### Written Warning

- 5.7. The breach must be remedied within five (5) business days of the written warning or the Tenant will be disqualified.

#### Appeal Process

- 5.8. The Off-Reserve Residency Program Tenant may file a written appeal within the five (5) business days from receiving a written warning to the Off-Reserve Residency Program Coordinator upon disqualification.
- 5.9. The Chief Executive Officer, Portfolio Liaison Officer and Off-Reserve Residency Program Coordinator shall complete a full review of the appeal, including meeting with the individual filing the appeal. The Chief Executive Officer, Portfolio Liaison Officer, and the Off-Reserve

Residency Program Coordinator to provide ruling within five (5) business days from the meeting.

- 5.10. When the Off-Reserve Residency Coordinator provides letter to Tenant about disqualification, the letter will outline the options for appeals.
- 5.11. During disqualification/appeal process, the Off-Reserve Residency Program does not pay rent. It is the responsibility of the Tenant to pay rent.
- 5.12. All Appeals must be resolved within fifteen (15) business days from the appeal date which includes the initial five (5) business day disqualification notification, five (5) business days review, and the five (5) business day written notification of decisions to Tenant.

### **Death of Tenant**

- 5.13. If a Tenant passes away, the surviving occupants, if any, shall immediately notify the Landlord and Off-Reserve Residency Program Coordinator.
- 5.14. If a Tsuut'ina Nation Citizen Tenant passes away, Off-Reserve Residency Program sponsorship ends upon their death with a thirty-day payment to the Landlord. The Off-Reserve Residency Program shall not be responsible for any other fees, costs, charges, expenses, or outlays.
- 5.15. A Tsuut'ina Nation Citizen who is a legal or common law partner of a sponsored deceased Tsuut'ina Nation Citizen may apply, in writing, with all applicable documentation, to the Off-Reserve Residency Program Coordinator to have the sponsorship transferred.
- 5.16. If the legal or common law partner of the deceased is not a Tsuut'ina Nation Citizen, but is responsible for a Tsuut'ina Nation Citizen Minor, he or she may apply, in writing, with all applicable documentation, on behalf of the Tsuut'ina Nation Citizen Minor, to the Off-Reserve Residency Program Coordinator to have sponsorship transferred, understanding and acknowledging any rate changes.
- 5.17. Any transfer of sponsorship shall be subject to the terms and conditions of any Residency Tenancy Agreement and Off-Reserve Residency Program Policies and Procedures.

### **Disputes**

- 5.18. The Off-Reserve Residency Program does not intervene in disputes between Tenants and Landlords.
- 5.19. A Tenant who has a dispute with a Landlord shall resolve that dispute directly with the Landlord pursuant to the terms of the *Residency Tenancy Agreement* and/or the *RTA*. A copy of the *RTA* shall be made available for review at the office of the Off-Reserve Residency Program.
- 5.20. If a Tenant is not able to resolve a complaint with a Landlord, the Tenant may apply to the Residency Tenancy Dispute Resolution Services. The Residency Tenancy Dispute Resolution Service is an alternative means of resolving disputes between Landlords and Tenants outside of the court process.
- 5.21. In the event of marital break down or separation, Off-Reserve Residency Program will not intervene unless there is a breach of these policies and procedures.

- 5.22. If a Separation dispute between Tsuut'ina Nation Citizens is more than 3 months since Separation Acknowledgment notice to the Off-Reserve Residency Program, the Off-Reserve Residency Program Coordinator shall streamline the matter to the appropriate Tsuut'ina Nation legislation.

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## Appendices

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## A. Tenant Covenants

### Section 21 Chapter R-17.1 Tenant's Covenants

A.1. The following covenants of the Tenant form part of every Residency Tenancy Agreement:

- (a) That the rent will be paid when due;
- (b) That the Tenant will not in any significant manner interfere with the rights of either the Landlord or other Tenants in the premises, the common areas of the property of which they form a part;
- (c) That the Tenant will not perform illegal acts or carry on an illegal trade, business or occupation in the premises, the common areas or the property of which they form a part;
- (d) That the Tenant will not endanger persons or property in the premises, the common areas or the property of which they form a part;
- (e) That the Tenant will not do or permit significant damages to the premises, the common areas or the property of which they form a part;
- (f) That the Tenant will maintain the premises and any property rented with it in a reasonably clean condition; and
- (g) That the Tenant will vacate the premises at the expiration or termination of the tenancy.

**B. Forms**

- B.1. Off-Reserve Residency Program Policies and Procedures Acknowledgement Form
- B.2. Application Form
- B.3. Medical Form
- B.4. Complete Application Eligibility Checklist Form (CAEC)
- B.5. Inspection Form

## Chief and Council Signatory Page

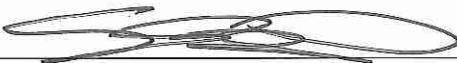
THIS POLICIES AND PROCEDURES IS HEREBY made at this duly convened meeting of the Tsuut'ina Nation Chief and Council of the Tsuut'ina Nation this [18] day of [October 2018] by Nation Council Resolution.

Voting in favour of the Off-Reserve Residency Program Policies and Procedures, as evidenced by signatures, are the following members of the Tsuut'ina Nation Chief and Council:

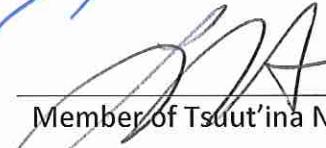
Tsuut'ina Nation Chief

Member of Tsuut'ina Nation Council

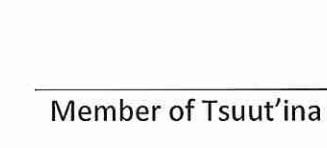
  
Member of Tsuut'ina Nation Council

  
Member of Tsuut'ina Nation Council

  
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