



FLMS WHERE ALL ARE
PROSPEROUS, HEALTHY, AND
ENJOY A GOOD QUALITY OF LIFE.

**FISHING LAKE METIS SETTLEMENT IN THE PROVINCE OF ALBERTA
Settlement Owned Rental Units Policy #001/2023**

PURPOSE:

This Policy is established to provide guidelines for allocating and managing Settlement Owned Rental Units.

STATEMENT:

The goal of the Fishing Lake Metis Settlement is to provide temporary adequate housing to members. This policy does not supersede the Residential Tenancies Act.

DEFINITIONS:

In this Policy:

- a) "Council" means the Settlement Council
- b) "Housing Director" means the person hired by the Fishing Lake Metis Settlement as the department head of the Housing Department.
- c) "Settlement Member" means a member of the Fishing Lake Metis Settlement as defined by the MSA."
- d) "Settlement Owned Rental Units" means a house, mobile home, duplex or modular home that is owned by the Settlement as rental units for settlement members."
- e) "Rental Agreement" means the agreement between the Member and the Settlement, which sets out the terms and conditions related to the Settlement Owned Rental Unit under this Policy, generally in the form attached hereto as Schedule "2".

1. ELIGIBILITY:

To be eligible to receive a Rental Unit under this Policy, an applicant must:

- a) Be a member of the Settlement.
- b) Have no prior rental agreement arrears to the Settlement; if prior rental arrears exists, this debt needs to be resolved prior to approval of the application.



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2. PRIORITY:

- a) Based on the listed Unit characteristics, members will be prioritized from the following criteria:
 - i. Length of current residency in the community
 - ii. History of living in the Settlement in a peaceful manner
 - iii. Priority to those that have lived in the community for 12 consecutive months
 - iv. Need and current living conditions.
 - v. Size of family based on the unit capacity
 - vi. The ability to pay the monthly payment based on employment and income
- b) After eligibility is verified, the Unit will be allocated by priority. Settlement Owned Rental Units allocated under this policy will be given to members based on characteristics of the Housing Unit including:
 - i. Accessibility of the Unit.
 - ii. Capacity of the Unit
 - a. Size
 - b. Number of bedrooms

3. SELECTION:

- a) available units will be awarded based on priority as set out in the next section.
- b) Prior to forwarding to the Selection Panel, applicant information and eligibility will be verified by Administration.
- c) A 3-person selection panel, that includes one member of Administration(Housing Director), and two non-staff Settlement members, will select from applicants and must be signed by the Administrator.
- d) Selection Panel members shall not be in any conflict-of-interest with any applicant.



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4. ADMINISTRATION AND RECORDS:

- a) The Settlement Housing Department is responsible for the administration of this Policy, and the Finance Department is responsible for the billing of the Settlement Owned Rental Units under this Policy.
- b) The Housing Department has the responsibility of maintaining a summary file for each Housing Unit, including keeping accurate records, inspections, repairs, invoices, and correspondence.
- c) The Finance Department must keep monthly reports on the status of each Settlement Owned Rental Unit that is subject to this Policy to the Housing Director.
- d) Security deposits will be placed into an interest bearing trust account in a bank in Alberta within 2 banking days of the time they collect them from the tenant.
- e) The Housing Department is responsible for keeping the rental premises in an occupiable state at all times.
- f) If a Unit becomes vacant the unit will be inspected by the Housing Coordinator and the necessary repairs will take place.
- g) A vacant Unit will be posted for a minimum of a two-week period.

5. TERMS OF LEASE:

- a) The terms of the lease will be set out in the lease agreement.
- b) The terms must be in accordance with the Residential Tenancy Act. The agreement cannot take away the rights provided by the Act.
- c) Tenants will be charged a rent monthly in the amount of \$300.00.
- d) The Lease term will be 12 months.
- e) First months rent and a security deposit equal to one month's rent is due upon signing the lease.
- f) The Lease must be signed prior to move in.
- g) The signed lease agreement, first month's rent and a damage deposit equal to one month's rent will be due within 2 weeks of notification of the successful applicant.
- h) Pre and Post inspections for tenancy for quality assurance.
- i) Pet deposit required in the amount of \$150.00 prior to tenancy if the tenant has a pet.
- j) No Sub-letting of the Settlement Owned Rental Unit to other occupants not listed on the lease agreement.
- k) No alternations to the Unit will be allowed; this includes painting of the walls and cosmetic changes.



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6. **REPEAL:**

Terms of Reference for Settlement Owned Rental Units is repealed upon adoption the Settlement Owned Rental Units Policy No #003/2023

7. **EFFECTIVE DATE:**

This Policy comes into effect upon adoption of Council.

MARCH 7, 2023

Date of Adoption

{SEAL}

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Chairperson

A handwritten signature in black ink, consisting of a stylized 'S' followed by a horizontal line.

Settlement Administrator