
REPAIRS POLICY

Listuguj Mi'gmaq Government



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Adopted	May 3rd 2019
Order in Council	O.I.C 2446
Responsibility	Capital and Infrastructure
Schedule of performance review	2021
Schedule for Review	2024

SECTION 1: POLICY ORIENTATION

1. SUMMARY & INTENT

- (1) The following section is the basis upon which the policy will articulate itself. It describes Listuguj Mi'gmaq Government overarching housing policy, repairs objectives, and scope of application. This section intends to provide Capital and Infrastructure with the basis of interpretation of stipulations outlined in this policy.

2. HOUSING POLICY

- (1) Listuguj Mi'gmaq Government will tailor its housing sector on the following principles:
- Build a nation in which its members are responsible for their actions;
 - Protect Listuguj Mi'gmaq Government finances against defaults, arrears, and debt ratios;
 - Build strong Departments that acts in a professional, unbiased and effective manner;
 - Provide to its members housing programs that are tailored to the household income;
 - Ensure equality of opportunity to its members when accessing programs;
 - Provide sustainable and healthy housing to Listuguj Mi'gmaq Government members.

3. REPAIRS OBJECTIVES

- (1) Listuguj Mi'gmaq Government repairs programs and procedures objectives are to:
- Be fair, consistent and standard in the selection process of repairs allocation;
 - Improve the quality of repairs;
 - Improve its relations with Tenants in matters of repairs;
 - Exercise better control of the cost of repairs delivery;
 - Stabilize the situation and bring units up to standard;
 - Favour the buy-out of Lease-to-Own agreements.

4. SCOPE OF APPLICATION

- (1) This policy applies to:
- Listuguj Mi'gmaq Government housing assets or liabilities arising from collateral;
 - Everyone and anyone who occupies a unit, notwithstanding if the person is a member or not;
 - Capital and Infrastructure for managing repairs as described in this policy;
 - Finance.

5. INTERPRETATION

- (1) If a situation, a request or a difference of understanding of a provision outlined in this policy, the decision that ensues must:
- Respect the intent section two (2) and three (3) of this policy.

6. DATE OF APPLICATION

- (1) The policy will be enforced thirty (30) days after the publication of the policy in the community.

SECTION 2: GENERAL PROVISIONS

7. SUMMARY & INTENT

- (1) The following is the governance structure that supports the delivery of repairs. It describes Listuguj Mi'gmaq Government administrators, rules, and definition of its **repairs program**.

8. POWER

GENERAL POWER

- (1) This policy takes root in Listuguj Mi'gmaq Government Order in Council 2446, May 3rd, 2019 which:
 - a. Delegates the administrative responsibility of housing-related matters to Capital and Infrastructure, who will exercise its activities bases on rules and procedures set forth, except when specifically mentioned otherwise;
 - b. Delegates housing financial operations to Finance.

SPECIFIC POWERS

- (2) Specifically, Listuguj Mi'gmaq Government Order in Council 2446, May 3rd, 2019 mandates Capital and Infrastructure to:
 - a. Administer all repairs related activities of assets on the behalf of Listuguj Mi'gmaq Government;
 - b. Allocate repairs and subsidies according to the selection guidelines and available budget;
 - c. Invoice Lease-to-Own beneficiaries, Tenants, Independent contractors and other directorates for work provided to their unit which was the result of wilful damage or gross negligence;
 - d. Adapt internal procedures to address operational shortfalls.

ACCOUNTABILITY

- (3) In exchange of those responsibilities, Capital and Infrastructure must report to:
 - a. The Senior Chief Operator every month on performance of the Department, potential litigation and policy shortcomings;
 - b. The Listuguj Mi'gmaq Government members every year on the housing situation;
 - c. The Chief and Council, when requested, regarding clarification of allocation.

LIMITATION OF POWER

- (4) Capital and Infrastructure must abide by all by-laws, laws, policies, programs, contracts and industry rules that apply to Listuguj Mi'gmaq Government.

RESTRICTION OF POWER

- (5) Listuguj Mi'gmaq Government does not delegate any powers to Capital and Infrastructure to change local policies, programs, rules, and strategies.

9. APPLICABLE TERTIARY LAW, POLICIES, PLANS OR PROCEDURES

- (1) In support of this policy, the Financial Administration By-Law is applicable. If a discrepancy arises, the by-law prevails;
- (2) In support of this policy, the following applies:
 - a. O.I.C. 2150 defining household income.

10. ROLES AND RESPONSIBILITIES

CHIEF AND COUNCIL

- (1) Chief and Council will:

- Adopt, review and update housing-related policies, programs, and strategies;
- Review and adopt a three-year repairs plan;
- Report to Listuguj Mi'gmaq Government members on an annual basis.

SENIOR CHIEF OPERATOR

(2) The Senior Chief Operator will:

- Monitor that repairs activities are delivered as planned;
- Review the performance of Capital and Infrastructure;
- Inform the Chief and Council on upcoming legal litigation against beneficiaries.

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CAPITAL & INFRASTRUCTURE DEPARTMENT

(3) Capital & Infrastructure will:

- Monitor that all repairs related activities are delivered according to policy, by-laws, and standards applicable in Listuguj Mi'gmaq Government;
- Inspect and assess repair requests and assign crews to worksites and will assume tasks such as, but not limited to:
 - Hire, coordinate, monitor and assess Repairs Crew;
 - Plan material requirements for upcoming work;
 - Manage inventory;
 - Engage financial resources to repair projects, before or during the work;
 - Adopt practices that aim to prevent premature decay of units, to improve the quality of craftsmanship and to reduce the cost of projects;
 - Assess employee performances;
 - Monitor the advancement of work;
 - Engage financial resources;
 - Report directly to the Senior Chief Operator.

HOUSING DEPARTMENT

(4) Under the supervision of the Capital and Infrastructure Director, the Housing Department is responsible for managing activities related to the repairs policy and will assume tasks associated with, but not limited to:

- Make a yearly maintenance plan;
- Make a yearly budget on repairs per program;
- Obtain all available subsidies;
- Ensure that requests are processed in a timely fashion;
- Ensure that request and repairs are processed in a standardized fashion;
- Ensure that the records are kept in a standardized, good order and up-to-date fashion;
- Ensure that the terms of the agreements are respected;
- Receive all repairs requests;
- Engage any amount of money that falls within the scope of the annual budget for renovations;
- Report directly to Capital and Infrastructure.

REPAIRS CREW

(5) Under the supervision of Capital and Infrastructure, the Repairs Crew are responsible to:

- Execute the repairs;
- Monitor the quality of suppliers;
- Report directly to the Capital and Infrastructure Coordinator.

HUMAN RESOURCE DEPARTMENT

(6) The Human Resource Department is responsible for all administrative activities:

- Related to the hiring of an employee's, training, sanctioning, remedial plans and discipline and will follow established procedures set out by Listuguj Mi'gmaq Government.

11. INTERPRETATION

(1) Autonomous Households

Means a household revenue that exceeds \$40,000.00 a year, and is deemed to be able to provide for itself without any assistance from Listuguj Mi'gmaq Government.

(2) Children

Means any underage child who is the official responsibility of the household who is making an application and has the proper documents to prove it.

(3) Emergency Repairs

Means a deficiency that, if not dealt with promptly, may cause injury, loss of life or cause serious property damages, such as a fire hazard, electrical or heating failure in winter, or does not ensure security such as broken locks, and broken windows in winter, or other. For this policy, Urgent and Emergency are interchangeable.

(4) Health and Safety Repairs

Means a deficiency that, if not dealt with, may eventually cause health complications to Tenants, such as mould, radon, broken stairs or other.

(5) Household Income

Means, pursuant LMG O.I.C 2150, Household Income is defined as: *the gross income before deductions in whatever form received by all members of the family or household, and includes salary, wages, commissions, investment income, part-time earnings, tips, alimony and child support payments, employment insurance, social assistance, family allowance benefits, pensions, CPP, QST, except capital gains or lump sum insurance settlements.* In addition to the O.I.C., this includes non-members' income.

(6) Lease-to-Own

Means a single detached residential unit under a Lease-to-Own agreement in which Listuguj Mi'gmaq Government retains the reversionary property title, until the Tenant(s) acquires the full set of property rights and interest when all the conditions has been respected throughout the term of the agreement up until the repayment in full of the loan, or any arrears that may have occurred.

(7) Low-Income Household

Means a household total revenue that does not exceed \$24,999.99 on an annual basis, who is deemed to require assistance from Listuguj Mi'gmaq Government for housing-related purposes.

(8) Middle-Income Household

Means a household total revenue that does not exceed on an annual basis \$39,999.99, but exceeds \$25,000.00, who may require a once in a lifetime punctual assistance for housing-related purposes.

(9) Minor Components

Means a component to the house that is not structural in nature and does not require great technical knowledge to maintain or fix, such as painting or changing a light fixture.

(10) Occupants

Means a resident of a house owned by Listuguj Mi'gmaq Government, but has neither rights nor interest to the said house.

(11) Private Housing

Means a unit, with or without any pledge, mortgages or collateral, in which the owner has all the rights and interest and who can exercise these said rights and interests in the respects of applicable laws and restrictions in the community.

(12) Reasonable Behaviour

Means someone who will have reasonable behaviour like others would in the same situation.

(13) Registered Member Household

Means that one of the adults is a registered member from Listuguj.

(14) Residency

Means a unit in which someone who factually lives in and is considered as the family home.

(15) Social Housing

Means a residential unit owned and operated by Listuguj Mi'gmaq Government in which all propriety rights and interest belong to Listuguj Mi'gmaq Government and leased for low-income households, notwithstanding whether or not the unit is under an operating agreement.

(16) Structural Repairs

Means a deficiency that, if not dealt with, may cause the unit to deteriorate at a quicker rate than the life expectancy of the unit or its components, such as leaking roof, leaking faucets, cracks, or other.

(17) Tenant(s)

Means a registered member household who resides in a residential house owned by Listuguj Mi'gmaq Government, with all the rights and obligations outlined in an agreement.

12. CONFIDENTIALITY AND PROTECTION OF CONFIDENTIAL INFORMATION

- (1) All officers operating on the behalf of Listuguj Mi'gmaq Government, including Chief and Council, are obligated to respect the highest standards of confidentiality and are not permitted, in any circumstance, to share private information concerning members that have been obtained through their professional capacity to other members of the community.
- (2) All information that is shared, collected or obtained from Listuguj Mi'gmaq Government will remain confidential from third-party organizations or other members in the community unless a court orders request it, that it is required by a funding agency prior the signing of the lease, or that the members sign a waiver to Listuguj Mi'gmaq Government authorizing the disclosure of information to said third parties.

- (3) All information that is shared, collected or obtained from Listuguj Mi'gmaq Government can be shared amongst its affiliate sectors, to facilitate the processing of tenancy files, validating information, legal litigation, for other purposes of its operations and data collection.
- (4) At any time, Listuguj Mi'gmaq Government registered members can request and access their file.

13. CORRESPONDENCE

- (1) All correspondence between Listuguj Mi'gmaq Government officers and members will be done through e-mails except when circumstances justify the usage of another form of communication such as in the case of elders or legal proceedings.

14. NEW REQUEST AND LOOPHOLES

If a request is made and fall outside the established provisions, the scope of programs and rules:

- a. Capital and infrastructure will submit a decision note to the Senior Chief Operator:
 - i. The request;
 - ii. Options;
 - iii. Organizational liabilities;
 - iv. Recommendation;
- b. The Senior Chief Operator will bring the note to the Council with no mention of the individual;
- c. If the request is accepted, the policy will immediately be updated to reflect the decision.

SECTION 3: REPAIRS PROGRAMS

15. SUMMARY & INTENT

- (1) The following is Listuguj Mi'gmaq Government Repairs Programs it provides to its members. The repairs programs intend to protect Listuguj Mi'gmaq Government housing assets, provide support to low-income households and favour buy-out of Lease-to-Own.

16. TIE BREAKER MECHANISM

- (1) If two candidates receive the same number of points, priority will be awarded to the candidate who has deposited a duly completed request first.

17. GENERAL DISQUALIFICATION

- (1) Registered households are automatically disqualified from every program if they have:
 - a. Caused the deficiency by gross negligence, willful damage by the Tenant, his guest, and occupants, or their attempt to improve a unit without authorization;
 - b. Subleased their unit;
 - c. The unit is less than ten (10) years old;
 - d. Household revenue over \$50,000; or
 - e. Defaulted on a loan and failed to come to an agreement with financial institutions.

18. COOLDOWN PERIOD EXCEPTIONS

- (1) When an ***urgent repair is an act of God or due to the quality of craftsmanship***, applicants that benefit from a repair will be exempt from the cooldown period.

19. MORATORIUM ON EXTENSION & ESTHETIC

- (1) Listuguj Mi'gmaq Government does not assist on any extension or esthetics work of units they own;
- (2) If a Lease-to-Own beneficiaries' wishes to modify the structure, he will be invited to buy-out of the agreement and obtain a loan at a financial institution.

20. REPAIRS TO SOCIAL HOUSING

PROGRAM STATEMENT

- (1) Support provided under the Repairs to Social Housing units will be provided by Listuguj Mi'gmaq Government to registered members residing in a social unit.

ELIGIBILITY

- (2) To be eligible for the Repairs to Social Housing:
 - a. The unit must be classified as Social Housing and be under the ownership of Listuguj Mi'gmaq Government with no reversionary title to the occupants at any point;
 - b. A resident of the unit must be the Tenant on the lease agreement.

SELECTION CRITERIA

(3) The selection criteria will filter requests to attempt to stabilize the life expectancy of the unit:

Nature of request	Reimbursement of arrears	Cost	Arrears	Time
Emergency repairs	Current	\$0 – \$750	No arrears	Oldest
Health and safety	Signed Reimbursement Agreement, and 100% payment for the past 12 months	\$751 – \$1,500	Less than \$999	
Structural repairs	Signed reimbursement, but pays more than 51% for the past 12 months	\$1,501 – \$2,250	\$1,000 to \$4,999	
	Signed reimbursement, but pays less than 50% for the past 12 months	\$2,251 – \$5,000	\$5,000 to \$9,999	
	No reimbursement, but an agreement signed in the last year	\$5,001 – \$10,000	\$10,000 or more	Newest

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PRIORITIZATION OF WORK

(4) Eligible work is going to be prioritized by the Housing Department and allocated following the availability to budget and the selection criteria.

COOLDOWN PERIOD

(5) There is no cooldown period for repairs provided to the Social Housing Repairs program.

21. MINOR REPAIRS PROGRAM

PROGRAM STATEMENT

(1) The Minor Repairs Program is cost-sharing support provided by Listuguj Mi'gmaq Government to Lease-to-Own beneficiaries & Homeowners for addressing specific components, its immediate related structure and remediate to its root cause while remaining under \$10,000.00 repairs.

ELIGIBILITY

- (2) To be eligible for the Minor Repairs Program:
- The unit must be classified as a Lease-to-Own through an official agreement in which the reversionary title reverts to the leaseholder when all terms and condition are fulfilled by the later or a private housing;
 - The component subject to a repair must be at the end of life expectancy.

COST-SHARING DIVISION

(3) Listuguj Mi'gmaq Government will share the cost of repairs with Lease-to-Own beneficiaries as follows:

Household Income	Covered expenses	Maximum Contribution
Less than \$30,000	100%	\$10,000
\$30,001 – \$40,000	50%	\$5,000
\$40,001 – \$49,999	25%	\$2,500

SELECTION CRITERIA & PRIORITY

(4) The priority will be awarded to households who respect their agreement and the age of the unit:

Nature of request	Reimbursement of arrears	Arrears	Age of unit
Home Adaptation	Current	No arrears	40 +
Health and Safety	Signed reimbursement agreement, and pays 100%	Less than \$999	35 – 39
Structural repairs	Signed reimbursement, but pays more than 51%	\$1,000 to \$4,999	30 – 34
	Signed reimbursement, but pays less than 50%	\$5,000 to \$9,999	25 – 29
	No reimbursement, but signed an agreement within last year	\$10,000 or more	24 -

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COOLDOWN PERIOD

(5) A household that benefits from the Minor Repairs Program will be required to wait five (5) years before becoming eligible again to any support from Listuguj Mi'gmaq Government.

AVAILABLE BUDGET

(6) Work provided under this program is conditional to the available budget.

RESTRICTION

(7) Units that received repairs in the last three (3) years do not qualify for this program.

22. MAJOR REPAIRS PROGRAM

PROGRAM STATEMENT

(1) The Major Repairs Program is support provided by Listuguj Mi'gmaq Government to Lease-to-Own beneficiaries & Homeowners for addressing major or multiple deficiencies that will extend the life expectancy of the building.

ELIGIBILITY

(2) To be eligible for the Major Repairs Programs:

- The unit must be classified as a Lease-to-Own through an official agreement in which the reversionary title reverts to the leaseholder when all terms and condition are fulfilled by the later or a private housing;
- The repairs must address one or more of the following components: structural, electrical, plumbing, heating and fire safety.

SELECTION CRITERIA & PRIORITY

The priority will be awarded as follow:

Income	Age of unit	Arrears	Benefits
\$20,000 or less	30 +	No arrears	100% of request
\$20,001 - \$30,000	25 – 29	Less than \$999	80% of request
\$30,001 - \$40,000	20 – 24	\$1,000 to \$4,999	60% of request
\$40,001 - \$49,999	16 – 19	\$5,000 to \$9,999	50% of request
	11 – 14	\$10,000 or more	

NATURE OF HELP

(3) Support is provided as a forgivable loan that eliminates itself over five (5) years in equal installments;

- (4) If the Tenant does not occupy the unit within that time frame, they will be invoiced for the remaining portion of their forgivable loan.

PRIORITIZATION OF WORK

- (5) Eligible work is going to be prioritized by the Housing Department and allocated following the availability to budget and following the selection criteria.

LIMITATIONS WORK THAT HAS ALREADY BEEN DONE

- (6) In no circumstances will any of the repairs be reimbursed to the Homeowner for work engaged and completed prior acceptance of assistance.

COOLDOWN PERIOD

- (7) A household that benefits from the Major Repairs Program will be required to wait for fifteen (15) years before becoming eligible again to any support from the Listuguj Mi'gmaq Government.

AVAILABLE BUDGET

- (8) Work provided under this program is conditional to the available budget.

RESTRICTION

- (9) Units that received repairs help over the last three (3) years do not qualify for this program.

23. EMERGENCY REPAIRS PROGRAM

PROGRAM STATEMENT

- (1) The Emergency Repairs Program is support provided by Listuguj Mi'gmaq Government to Lease-to-Own beneficiaries & Homeowners for addressing deficiency that renders the unit unlivable for the occupants.

ELIGIBILITY

- (2) To be eligible for the Emergency Repairs Program, the deficiency must:
- a. Pose a serious and immediate risk to the safety of the household; or
 - b. Make the unit unfit for living; or
 - c. Pose a safety risk.

NATURE OF SUPPORT

- (3) Listuguj Mi'gmaq Government will cover reasonable expenses to remediate the situation.

PRIORITIZATION OF WORK

- (4) Repairs will be provided on a first come first serve basis when Capital and infrastructure deems a situation urgent in nature.

AVAILABILITY OF BUDGET

- (5) Work provided under this program is conditional to the available budget.

24. AD HOC PROGRAMS

- (1) Pending on government initiative for repairs, Listuguj Mi'gmaq Government may administer funds according to Government of Canada program requirements to the condition Listuguj Mi'gmaq Government adopts fair allocation criteria.

SECTION 4: HOUSING REPAIRS RELATED RULES

25. SUMMARY & INTENT

- (1) The following section enumerates rules that are applicable for activities related to repairs and sets out a division of responsibility of Tenants and the Listuguj Mi'gmaq Government. The intent is to ensure fairness through rules that apply to every Tenant, Lease-to-Own beneficiary or Homeowner. The rules are designed to safeguard the units so they can fulfill the expected life expectancy and mitigate Listuguj Mi'gmaq Government financial liabilities.

26. DIVISION OF RESPONSIBILITIES

- (1) Listuguj Mi'gmaq Government's responsibility for repairs correlates with the level of ownership it has of the unit:
- a. In the case of tenancy**
 - Listuguj Mi'gmaq Government is responsible for Emergency, Health, Safety and Structural and changing a housing component at the end of the life expectancy;
 - The Tenant is responsible for minor repairs and general maintenance of his unit;
 - b. In the case of a Lease-to-Own**
 - Notwithstanding exceptions outlined in this policy, Listuguj Mi'gmaq Government will share the responsibility for Emergency and Structural Repairs with Lease-to-Own beneficiaries;
 - The Tenant is responsible for minor repairs, general maintenance of units and components at the end of the life expectancy;
 - c. In the case of Homeowners**
 - Homeowners are responsible for repairs to their house. Listuguj Mi'gmaq Government has no obligation to provide any kind of support to Homeowners.

27. RESTRICTIONS

- (1) Listuguj Mi'gmaq Government does not provide any form of assistance whatsoever to the remodelling of a unit. Any components that are deemed esthetics will be changed at the end of the life expectancy of the component or prior if the said component is no longer useful;
- (2) Listuguj Mi'gmaq Government does not authorize any loans to be provided for Lease-to-Own if they do not buy-out the loan.

28. ACCOUNTABILITY OF TENANTS

- (1) Tenants are responsible for:
- a. Any acts of gross negligence or willful damages that were done by themselves, occupants or guest they allowed on the premises to their unit. They will be liable to repair the unit or reimburse Listuguj Mi'gmaq Government of any cost associated with repairing the problem;
 - b. Defects, damages or malfunctioning components, if they have failed to inform Listuguj Mi'gmaq Government appropriate officials of the small defect within a reasonable time-frame;
 - c. Damages done to a unit that is the result of them remodeling the dwelling;
 - d. The cleanliness of the units;
 - e. The maintenance of minor components.
- (2) Tenants are not responsible for:
- a. Normal wear and tear of the housing components or an Act of God;
 - b. Components that break which is the result of substandard repairs or construction and item defects.

29. MENDING NOTICE OF REPAIRS

- (1) Notwithstanding any work that is urgent in nature, Listuguj Mi'gmaq Government must inform the Tenants of work that it is to occur in their unit **two (2) weeks in advance**, or **one (1) month in advance** if the unit is unlivable during the renovations.

30. UNLIVABLE UNITS

- (1) If the house is unfit for living, Listuguj Mi'gmaq Government will make a reasonable attempt to relocate the family for the duration of repairs in which they cannot live in the unit;
- (2) For private housing that is unfit for living, Listuguj Mi'gmaq Government is in no obligation to relocate a household during construction.

31. INSURANCE

- (1) Listuguj Mi'gmaq Government is required to have a building insurance;
- (2) Tenant and Lease-to-Own beneficiaries are required to have home insurance for civil liabilities for damages caused to the unit, or for damages caused to other units, payable to Listuguj Mi'gmaq Government;
- (3) Tenant and Lease-to-Own beneficiaries are required to provide a copy of the insurance to Listuguj Mi'gmaq Government;
- (4) Lease-to-Own beneficiaries and Homeowners are required to have insurance for the structure, payable to Listuguj Mi'gmaq Government and the Financial Institutions;
- (5) Lease-to-Own beneficiaries may benefit from a subsidy equal to the cost Listuguj Mi'gmaq Government pays for insurance.

32. ACCESS TO UNIT

- (1) Listuguj Mi'gmaq Government has the right to possess a copy of the key for Social Housing;
- (2) Social Housing Tenants cannot change the lock without asking Listuguj Mi'gmaq Government, if they wish to change the lock, they must request Listuguj Mi'gmaq Government to change the lock;
- (3) All of the keys will be kept in a safe location locked with access provided by the Housing Coordinator who will share the key only with the appropriate staff;
- (4) Tenants and Lease-to-Own beneficiaries must provide access to the premises for inspection, repairs, and visits when Listuguj Mi'gmaq Government requests it.

33. NON-REIMBURSEMENT

- (1) Unless specifically mentioned otherwise in a policy, Listuguj Mi'gmaq Government will not reimburse any amounts of money to Tenants for work they have done on the unit done without the prior consent of the Housing Department;
- (2) Notwithstanding the previous section, repairs provided to stabilize and if necessary, fix an urgent situation, will be subject to a debt recognition of the Tenants arrears provided they can demonstrate they have attempted to contact Listuguj Mi'gmaq Government and did not receive an answer and have proof of expenses they have incurred.

34. QUALITY CONTROL

- (1) Listuguj Mi'gmaq Government will:
 - a. Follow Canada Building Code or higher for its repairs;
 - b. Adopt monitoring protocols to ensure that work provided on the behalf or for Listuguj Mi'gmaq Government are equal or superior to Industry Standards;

- c. Provide annual training to the Repairs Crew and inspection to ensure that their practice remains current within industry standards;
- d. Prosecute any and all suppliers who have provided work under industry standards that have caused the unit to prematurely defect or not fulfill the normal life expectancy of its components.

SECTION 5: PROCEDURES

35. SUMMARY & INTENT

- (1) The following section describes the procedure surrounding the management of request, the performance of Repairs Crew, gross negligence and recognition of work done by the Tenant. The intent is to structure and improve the client management so applicants understand where they are on the priority list and to increase the performance of the Repairs Crew as to improve the quality of work and identify cases of gross negligence to keep Tenants accountable to their behaviours.

36. ACCESS TO CAPITAL AND INFRASTRUCTURE

- (1) Emergency request: if an emergency arises outside the business hours of the Listuguj Mi'gmaq Government, Tenants are invited to contact Listuguj Police Department who will dispatch the call to the appropriate responsible;
- (2) Normal Requests: during the business hours, requests are to be made to the Tenant's Relation Officer at the Natural Resources Office.

37. CATALOGUING REPAIRS REQUEST

- (1) Every request that is provided to Listuguj Mi'gmaq Government will be catalogued in a centralized software and will be used as a data set for future policy decisions.

38. CLIENT MANAGEMENT NON-URGENT REPAIRS REQUEST

TIME TO SUBMIT A REQUEST

- (1) Non-urgent repair requests are to be submitted during business hours, between 8:30 and 16:30 Atlantic time at the Natural Resources Office.

REQUIRED INFORMATION IN THE REQUEST

- (2) All duly completed requests are submitted to the Tenant Relations Officer set out in Annex 1. Applicants are required to submit:
 - The address;
 - The name of the Tenant requesting the repairs;
 - The household revenue;
 - The number of children under 18;
 - The number of occupants over 18;
 - The outstanding amount they owe in arrears;
 - A description of the repairs;
 - The time when they first noticed the need for repairs;
 - A photo of the object needing repairs.

RECEIVING AND RESPONDING TO A REQUEST

- (3) Once a request is received, it shall be stamped with the date and time, vetted and transferred to the Housing Department;
- (4) The Housing Department will send a notice within two (2) business days to the applicant acknowledging it has received the request and that it will dispatch an inspector within the next five (5) business days or inform them the request is incomplete.

CONTENT OF NOTICE OF RECEPTION OF THE REQUEST

- (5) The notice will include the following information:
 - That the request has been received;
 - That Listuguj Mi'gmaq Government will dispatch an inspector to assess the request on a specific date, but no longer than five (5) business days;
 - That someone is present at the time of the inspection;
 - What the inspector will be doing on that day.

NONCONFORMING REQUEST

- (6) Unless the request is an Emergency, requests that have not been duly completed will be sent back outlining the missing information.

DISPATCHING AN INSPECTOR

- (7) The Housing Department will send a work order to an inspector to inspect the unit in which a request has been made.

FILING A REPORT

- (8) The Inspector will fill out a form and submit it to the housing coordinator describing the repairs request.

CONTENT OF A REPORT

- (9) Within each report, the following elements will be included:
 - A description of the repairs;
 - A cost assessment of the repairs;
 - A preliminary material list;
 - The status of the repairs;
 - The probable cause of the damage.

SUBMITTING THE REPORT

- (10) The report will be submitted to the Housing Department for evaluation and will then upload the report in a repair management software.

CONTENT OF NOTICE OF ADMISSIBILITY

- (11) Upon uploading the report, the Housing Department will send notice to the applicant with:
 - a. The report of the inspector with a mention on the priority level of the requested repairs;
 - b. Their number on the waiting list or the level of responsibility of the applicant;
 - c. The mention of gross negligence if necessary;
 - d. The amount, if applicable, of what the applicant needs to disburse.
- (12) In the case of gross negligence or willful damage, a copy will be sent to the compliance officer.

CONTENT OF NOTICE OF NON-ADMISSIBILITY TO PROGRAMS

- (13) If a request has been rejected, the notice will include suggestions for the Tenant or Homeowners to deal with their request on their own.

39. CLIENT MANAGEMENT URGENT REPAIRS REQUEST

TIME TO SUBMIT AN URGENT REPAIRS REQUEST

- (1) A Tenant can submit an Urgent Repairs Request at any moment.

REQUIRED INFORMATION IN THE REQUEST

- (2) For cases of urgent repairs, a Tenant can make a verbal request directly to the Housing Coordinator.

DISPATCHING AN INSPECTOR

- (3) Upon receiving the request, a notice will be sent to the Housing Department who will dispatch an inspector no later than twenty-four (24) hours.

FILING A REPORT

- (4) Upon inspecting the unit, the Housing Department will draft a report following form as an assessment of the unit.

CONTENT OF A REPORT

- (5) Within each report, the following elements will be included:
- A description of the repairs;
 - A cost assessment of the repairs;
 - The status of the repairs;
 - The probable cause of the damages;
 - Whether the request is justified or not.

SUBMITTING A REPORT

- (6) The report will be submitted to the Housing Department for evaluation who will then upload the report in a repair management software.

IMMEDIATE REPAIRS

- (7) In the case that the repairs are indeed urgent, the Housing Department will dispatch the required contractors as soon as possible or to the very least stabilize the condition.

IN THE EVENT, THE HOUSING DEPARTMENT CANNOT BE REACHED

- (8) Upon failure to communicate with the Housing Coordinator, Tenants can hire contractors to stabilize the situation;
- (9) An expense incurred will be docked off the arrears if the Tenant has any;
- (10) In the absence of arrears, the reasonable expenses will be reimbursed to the Tenant or Lease-to-Own beneficiaries.

40. PROCESSING HOUSEHOLD INCOME

- (1) For the purpose of eligibility to programs:
- a. Listuguj Mi'gmaq Government does not use family allowance in the calculation of household income in matters relating to eligibility to programs;

- (2) Listuguj Mi'gmaq Government will weight permanent revenue of foster children allowance to 50%. For the purpose of planning rent scale and reimbursement agreement, Listuguj Mi'gmaq Government will consider all revenue.

41. INSPECTIONS

- (1) The inspection of the unit will be visual in nature unless it is necessary to open walls to further inspection;
- (2) The inspection report for the assessment of cost of gross negligence will be on a form;
- (3) If the inspector opens the walls, he must provide the unit back in the state he entered it if the hole is unreasonably too big.

42. BUDGET

- (1) The Housing Department will prepare a three-years repairs plan that will be submitted to the Capital & Infrastructure Director;
- (2) The Housing Department will create an annual budget that will plan expenses per quarter for repairs based on the three-years repairs plan and present it to the Capital and Infrastructure Director, who upon review will submit it to the Senior Chef Operator;
- (3) Chief and Council will approve the budget on a yearly basis;
- (4) Housing Department will report on a quarterly basis to Capital and Infrastructure for financial updates.

43. ASSESSMENT OF GROSS NEGLIGENCE OR WILLFUL DAMAGES

- (1) Whichever the circumstance, the Housing Department will document causes of gross negligence and willful damages and report it to Capital and infrastructure;
- (2) The Housing Department will send a notice to the Tenant that they are required to remediate the problems identified by the inspector within a reasonable time frame set out by the Housing Department. Within this notice, the Housing Department will also mention that at the end of the time frame, the inspector will evaluate whether or not the problem was addressed;
- (3) If the deficiencies were not addressed, the Housing Department will hire the appropriate professionals to remediate to the problem;
- (4) If the Listuguj Mi'gmaq Government sends professionals to address causes of non-compliance, the Tenant will be invoiced for the work.

44. WORK ORDERS

- (1) When possible, the Housing Department will send work orders to the Housing Coordinator two weeks in advance and keep an electronic copy of the work order in the Tenant Records. In cases of repairs that will make the unit unfit for living, the work order will be sent six (6) weeks in advance;
- (2) Based on the work order and his initial inspection, the Housing Coordinator will establish a material list for the upcoming work and purchase said material;
- (3) The Housing Construction Coordinator will distribute the work order among the Repairs Crew so they can execute the task;
- (4) Once the task is completed, the Repairs Crew will write on the work order the time that was required to complete the task and submit it back to the Housing Construction Coordinator;
- (5) The Housing Coordinator will submit the completed work order and submit it back to the Housing Department, who will enter it in the Tenant Records.

45. MENDING NOTICE FOR INSPECTION

- (1) In the case of a repair, Listuguj Mi'gmaq Government must advise the Tenant forty-eight (48) hours prior to the inspection via a notice for inspection form;
- (2) In the case of a major repair, Listuguj Mi'gmaq Government must advise the Tenant one (1) month in advance of the work that is performed on their unit. This notice will include information such as the commencement of work, the projected time it will take to complete;
- (3) The notice will include the expected time of arrival, time to perform work and nature of the work. The notice will also include a memo to the effect that workers are not allowed to perform other work than those included in the work order.

46. ENTERING A UNIT

- (1) When possible, the inspector will enter the unit when the Tenant is on the premises;
- (2) Any Listuguj Mi'gmaq Government staff is not allowed to enter the premise when minors are alone on the premises.

47. RECOGNITION OF ENGAGED EXPENSE BY TENANT

- (1) If a Tenant has paid for urgent repairs to his unit, he may benefit from a recognition of said expenses if:
 - a. The Tenant submits a request form to Capital and Infrastructure outlining the work they have done;
 - b. The Tenant submits justification piece to Capital and Infrastructure that proves the money that was disbursed.
- (2) Upon receiving the request form, Capital and infrastructure will dispatch an inspector to:
 - a. Attest that the work has been completed;
 - b. That the work did not cause prejudice to the unit;
 - c. That the work meets industry standards.
- (3) Listuguj Mi'gmaq Government will assess the submitted expenses and compare it with industry and local standards. If the housing-related are deemed highly unreasonable, Capital and Infrastructure will ask additional clarification for the Tenant or Contractors;
- (4) Upon receiving the inspector report, Capital and Infrastructure will send a notice to the Finance Department authorizing them to apply a reduction of the Tenant's Arrears or issue a reimbursement.

48. QUALITY CONTROL

- (1) The Housing Coordinator will perform regular verification of the work that the Repairs Crew are executing;
- (2) At the completion of the work, the Housing Coordinator will perform a final inspection of the quality of the work;
- (3) If the work is deemed unsatisfactory, the Housing Coordinator will make note of it in the employee evaluation and ask that the task be redone;
- (4) For the work performed by independent businesses, the Housing Coordinator will inspect the task;
- (5) Any and all independent businesses will guarantee the work they are performing and redo the job deemed unsatisfactory by the Housing Coordinator;
- (6) If a task has been provided below the industry or local standards, the Housing Coordinator will order the Repairs Crew or the subcontractors to redo the work.

49. CLEAN WORKING SPACE

- (1) When a Tenant is informed that Listuguj Mi'gmaq Government will send a work crew on a specific date, the Tenant is responsible to provide an uncluttered area in which workers can perform their work.

INVENTORY MANAGEMENT

(2) Listuguj Mi'gmaq Government will:

- a. Ensure that all the material required for the task is available on the worksite when workers arrive on the site;
- b. Maintain the registry of allocated resources per project at the beginning of the project;
- c. Maintain a registry of remaining material after a worksite;
- d. Maintain an inventory of material that is deemed somewhat difficult to obtain on any given day;
- e. Protect material from weather conditions that can break the material;
- f. Take the necessary precaution to avoid theft of material.

PERFORMANCE OF CREW

(3) Listuguj Mi'gmaq Government will:

- a. Provide yearly training to the Repairs Crew;
- b. Monitor the cost of repairs according to local standards;
- c. Monitor the time Repairs Crew allocated to specific tasks;
- d. Assess on a monthly basis the performance of each worker.

50. ESTABLISHING LOCAL STANDARDS

(1) Listuguj Mi'gmaq Government will establish performance standards of time required to perform specific's task.

51. MONITORING OF COST

- (1) Listuguj Mi'gmaq Government will benchmark the time and resource it deems reasonable to complete a given task;
- (2) Listuguj Mi'gmaq Government will provide a longer-term contract to its employees;
- (3) On a biannual basis, Listuguj Mi'gmaq Government will review the product it utilizes for its building and assess the cost benefits of such product;
- (4) The Repairs Crew is not allowed, under no circumstances, to perform work other than what is on the work order or has been authorized by an amended work order.

52. OVERRUNS

CODING

(1) Finance will monitor and code overrun of Capital and Infrastructure.

ANNUAL TARGETS

(2) Capital and Infrastructure have an annual target of 10% of contingency repairs above authorized work orders.

WORK ORDERS

(3) Work orders are required to have a contingency for unexcepted repairs reasonable to the scope of work.

SIGNING AUTHORITIES

- (4) If a repair requires 20% or \$1,000.00 cost above the work order, the Housing Coordinator is required to authorize expenses;
- (5) If a repair requires 21 – 40 % or \$3,000.00 cost above the work order, the Capital and Infrastructure Director is required to authorize expenses;
- (6) If a repair requires above 41 % or \$5,000.00 cost above the work order, the SCO is required to authorize expenses.

JUSTIFICATION OF OVERRUNS

- (7) The Repairs Crew must submit a written justification as to why the overrun occurred, which will be included in both the applicant's files and Repairs Crew employee records.
- (8) In cases of Lease-to-Own, overrun will be under the responsibility of the Lease-to-Own Beneficiary or Homeowner. They can either choose to:
 - a. Tack the overrun on the principle of the Lease-to-Own loan;
 - b. Pay Listuguj Mi'gmaq Government directly for the overrun;
 - c. Listuguj Mi'gmaq Government issues a short-term loan to the Homeowner.

UNAUTHORIZED OVERRUNS

- (9) If the Repairs Crew performed work on a unit that was not authorized by a work order, the Repairs Crew will be put in office.

ANNEX 1



CAPITAL AND INFRASTRUCTURE

Listuguj Mi'gmaq Government
Gespe'gewaq (The People of the Last Land)

HOUSING REPAIRS

APPLICANT INFORMATION					
Last Name:		First Name:		D.O.B:	
Address:				Email Address:	
City: LISTUGUJ		Prov: QUEBEC		Postal Code: G0C 2R0	
Phone:		Band #:		Accommodation: Rent: <input type="checkbox"/> LTO: <input type="checkbox"/> Own: <input type="checkbox"/>	
Age of House:	C.P Number:	Income: (Mandatory) copy of income tax T4		Number of Dependants: (living with you)	
Marital Status: Single: <input type="checkbox"/> Married: <input type="checkbox"/> Divorced: <input type="checkbox"/> Widow(er): <input type="checkbox"/> Separated: <input type="checkbox"/> Common Law: <input type="checkbox"/>					

SPOUSE/Common Law INFORMATION					
Last Name:		First Name:		D.O.B	
Phone:		Band #: (If any)		Income: (Mandatory) copy of income tax T4	

DESCRIPTION OF REQUESTED REPAIRS	

Have you ever received any Housing/RRAP repairs? <input type="checkbox"/> Yes <input type="checkbox"/> No	If, Yes, what was the date and year?
Are you up to date on your payments? <input type="checkbox"/> Yes <input type="checkbox"/> No	If not, have you made arrangements? <input type="checkbox"/> Yes <input type="checkbox"/> No
What was the date that you noticed the need of repairs?	Date: (MM/DD/YYYY)

Signature of Applicant	Date of Application
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PEACE AND FRIENDSHIP THROUGH UNITY AND DIVERSITY FOR PROSPERITY AND PROGRESS

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