

# FORT NELSON FIRST NATION

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## HOUSING POLICY



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## CHAPTER 1 GOVERNANCE

### 1.1 INTRODUCTION

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Fort Nelson First Nation and residents of its housing programs have a relationship. It is critical that both parties understand their roles and responsibilities. Policy is created in order to foster a positive relationship between the two parties. When policies are not implemented and enforced the relationship between the Nation and residents can become conflicted.

- a) The Fort Nelson First Nations (FNFN) has developed this Housing Policy for the betterment of their community. Having a structured Housing Policy will provide Chief and Council, the Housing Coordinator, the Housing Committee, and the Executive Director and staff with a framework to deliver the housing program to all First Nation members in a manner that is unbiased and transparent. The business of building, renovating and maintaining residences contributes to the economic growth of FNFN and the community. Included in this Housing Policy are various appendices that the Fort Nelson First Nation requires to administer the Housing Policy.
- b) Every Fort Nelson First Nation member residing within the boundaries of the community has the privilege of applying for housing suitable to his or her needs. Housing units may be available in a variety of forms – individual houses, duplexes, and multiplexes are some examples – designed for the northern environment, built to codes, and located to suit the spirit of the community.
- c) Housing needs of FNFN members shall be met to the best of Fort Nelson First Nation’s ability in a fair and equitable manner without family influence or political decision-making. FNFN has the expectation that members will contribute to their own housing and follow through on their responsibilities.
- d) Building, renovating and maintaining good housing stock has a cost, thus is not considered “free” to members. Rent and mortgage arrangements shall be made with members in order to support long-term sustainability of the FNFN housing program.
- e) As with the ever changing lifestyle of the members of Fort Nelson First Nation, this policy shall also change to respond to shifts in community and individual needs. The Housing Committee shall continually seek consultation with members to identify these changes.

Housing management is often about managing expectations. If either party has unrealistic expectations of the other there will be unnecessary tension. Therefore, housing policy must clearly state the roles and responsibilities of the occupant and FNFN.



## 1.2 OCCUPANTS' EXPECTATIONS

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- a) To have a safe, healthy home;
- b) For the home to be affordable;
- c) To have privacy;
- d) To be respected;
- e) To have some flexibility;
- f) To have access to appeal decisions made that directly affect them;
- g) To have the unit maintained in an acceptable manner; and,
- h) For agreements to be upheld and policies followed.

## 1.3 FORT NELSON FIRST NATION'S EXPECTATIONS

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- a) To receive rent / mortgage payments on time;
- b) For the unit to be kept in good shape so its life will be extended;
- c) For garbage to be managed;
- d) To be informed when maintenance is required;
- e) Costs will be managed;
- f) To be informed when tenants move in and out; and,
- g) For agreements to be upheld and policies followed.

## 1.4 VISION

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To increase the quality and quantity of the community's housing stock.

## 1.5 MANDATE

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The Fort Nelson First Nation is responsible for and has authority over the general management of its Housing Policy, with components such as:

- a) Developing, implementing and enforcing policy.
- b) Operating a functional housing delivery system.
- c) Safe, affordable, adequate houses.
- d) Orderly, ethical and transparent management practices.
- e) Policing the policy.

## 1.6 POLICY APPLICATION

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This Policy shall apply to:

- a) New Housing;
- b) Rental Housing;
- c) Elder Housing; and
- d) Private Member Owned Housing.

## **1.7 MISSION STATEMENT**

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To provide affordable, adequate housing that meets inspection and safety requirements, structural standards, fire standards, and health and safety standards for members of Fort Nelson First Nation. This Housing Policy will delineate good business practices and management of the housing stock while preserving the current and future assets of the community with a fair and equitable process.

## **1.8 POLICY OBJECTIVES**

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The objectives of this policy are:

- a) To increase the percentage of members that reside on the Fort Nelson First Nation reserve by making on-reserve housing the most economically attractive housing alternative for Nation Members through subsidies for home construction and rehabilitation;
- b) To encourage orderly and planned member participation in and responsibility for the planning, financing and management of their own on-reserve housing projects;
- c) To raise the standard of on-reserve housing for Nations members to at least the minimum standards as set out in the most recent edition of the National Building Code;
- d) To ensure that members are treated in a consistent, fair and equitable manner when they make enquiries about or applications for housing assistance regardless of their age, place of residence, marital status, sex, beliefs, political involvement or family ties, provided however, that Council may develop projects better suited to the needs of specific groups; and
- e) To ensure that members are given accurate and timely written responses to inquiries and application for housing assistance.

## **1.9 ORGANIZATION CHART**

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The Housing Department reports to the Assistant Executive Director and / or the Executive Director that reports to the Elected Chief and Council who in turn report to Fort Nelson First Nation Community Members. (Appendix 1)

## **1.10 PURPOSE AND SCOPE OF THE HOUSING POLICY**

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- a) The purpose of the Fort Nelson First Nation Housing Policy is to consolidate the essential aspects of all housing related procedures and guiding principles into one reference source to facilitate the management of the Fort Nelson First Nation Housing Stock for the Nation's Housing Committee and the Housing Coordinator. The Housing Policy states the authority and responsibility for the administration of housing delivery.
- b) The directives outlined in the policy will also provide guidelines to Nation members who live in Nation owned / mortgaged units.

- c) The Housing Policy will also specify responsibilities and lines of authority for the FNFN Council, Housing Committee, Housing Coordinator, tenants and mortgagors.
- d) The Housing Policy shall enable the Housing Coordinator and the Housing Committee to make consistent decisions for all Nation member housing cases.
- e) The scope of the Housing Policy is to deal with matters which concern the continued management and maintenance of the housing stock and to preserve the current and future housing stock assets.
- f) No provision of the Housing Policy forms part of any rental, mortgage or program agreement between FNFN and any tenant or mortgagor. Nor does the Policy modify, vary, amend, or otherwise affect any such agreement.
- g) The Housing Policy protects the householder's rights and interests.

## PROCEDURE

The Housing Committee, Housing Manager and Administrator will work to ensure that leadership, staff and clients have read and understand the policies that are relevant to their roles and responsibilities. This education process can include such things as: distributing policies a few at a time, reading relevant policies with clients, putting policy messages in the newsletter, holding policy workshops, etc.

The Housing Department will:

- a) Keep a record of tenure.
- b) Implement Policy as it applies to each category of tenure.

### 1.11 DEFINITIONS

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- a) **Abstention:** A term for when a participant in a vote is present during the vote, but does not cast a ballot.
- b) **Allocatee:** The person to whom something is allocated.
- c) **Amendment:** A change made to a pending motion, a previously adopted motion or to a contract.
- d) **Appeal:** A tenant request to change a decision made by the Housing Committee or the Housing Coordinator.
- e) **Applicant:** A FNFN individual or FNFN family who officially completes an application for a housing unit.
- f) **Application and Approval Procedure:** Guidelines for FNFN Members to complete the Housing Application and the procedure that follows for approval of a unit.
- g) **Arrears Management Procedure:** Consistent administrative approach to the timely collection of rent / mortgage payments that are past their due date.
- h) **Assistance dog:** A dog trained to aid, or assist, a person with a disability.
- i) **Breach:** A violation or infraction, as of a law, a legal obligation, or a promise.
- j) **Canada Mortgage and Housing (CMHC):** Is a Crown corporation owned by the Government of Canada that provides financing to housing projects and renovations.

- k) **Certificate of Possession:** is documentary evidence of a First Nation member's lawful possession of Reserve lands pursuant to the Indian Act.
- l) **Certificate of Land Tenure:** Documentation of approval to construct a housing unit on Nation owned land.
- m) **Certificate of Ownership:** Documentation of ownership of housing unit.
- n) **Client Selection Assessment:** Selection is based on an objective, non-biased point assessment form that provides a score to help determine the successful applicant for available housing.
- o) **Code of Conduct:** A set of rules outlining the responsibilities of or proper practices for an individual or organization.
- p) **Code of Ethics:** A set of principles of conduct within an organization that guide decision making and behavior.
- q) **Collection Procedures:** Process by which FNFN collects rent, mortgage and other monies owing (pertaining to housing).
- r) **Conflict of Interest:** When an individual or organization is involved in multiple interests, one of which could possibly bring into question the motivation for an act in the other.
- s) **Consensus:** An opinion or position reached by a group as a whole.
- t) **Council:** A body of people elected or appointed to serve as administrators, legislators, or advisors.
- u) **Delineate:** to describe, set forth with accuracy.
- v) **Disposition:** Final settlement on a matter; Power to dispose of a thing, control.
- w) **Dissemination:** To broadcast a message to the public without direct feedback from the audience.
- x) **Elder:** Having reached the age of 65 years.
- y) **Equity:** a term used to describe the portion of a property's value that belongs to an individual.
- z) **Eviction Process:** Process by which FNFN removes a tenant from rental property by the Landlord.
- aa) **Ex-officio:** A member of a body (a board, committee, council, etc.) who is part of it by virtue of holding another office. The term is Latin, meaning literally "from the office", and the sense intended is "by right of office".
- bb) **Executive Director:** The senior manager of an organization, company, or corporation.
- cc) **Extraordinary Circumstance:** An explanation of extra unusual circumstances in a given or particular situation.
- dd) **First Loss Payee:** Refers to the order in which creditors get paid off in the event that a debtor defaults on a loan. The first loss payee would priority over other creditors, and be paid off first.  
**FNFN:** Fort Nelson First Nation.
- ee) **Foreclosure Process:** Process by which FNFN (lender) terminates a mortgagor's equitable right of redemption.
- ff) **Good Standing:** No outstanding / past due debts to the Nation.
- gg) **Housing Committee:** Five (5) FNFN Members that have volunteered and been selected by Chief and Council for a term of four (4) years, as well as ex-officio members (Executive Director, Housing Coordinator, One Council Member, and a Minute Taker).

- hh) **Housing Coordinator:** An employee appointed by the Executive Director to provide housing advice, assistance and to administer the delivery of housing programs to the Nation membership in accordance with this policy.
- ii) **Housing Policy:** Isolates the administration of the housing portfolio from day-to-day political intervention and establishes a vehicle by which private sector lending can be arranged and a more business-like approach to the financing, the construction and renovation of housing in the Nation can be stabilized and accelerated.
- jj) **In Camera:** A private meeting in which discussion is confidential.
- kk) **INAC:** Indian and Northern Affairs Canada
- ii) **Infrastructure:** The basic services and facilities necessary for the Nation to function. The term typically refers to the technical structures that support a society, such as roads, water and sewer supply.
- jj) **Immediate Family:** Refers to smallest family unit, consisting of the closest relatives [cohabitating partners and their children under the age of nineteen (19)].
- kk) **Landlord:** The owner of a house, apartment, condominium, or real estate which is rented or leased to an individual or business, who is called a tenant.
- ll) **Lien:** A lien is a legal claim or a "hold" on some type of property, whether personal or real property, making it collateral against monies or services owed to another person or entity. A lien usually exists in situations like second mortgages, loans against a vehicle title, or money loaned against any other substantial item owned by a borrower. It may keep the borrower from selling the property, or at least keep him or her from transferring title to the property. Any property that carries a lien can be forced into sale by the lender, in order to collect what is owed, if the loan is in default. If the borrower decides to sell the property, the lien holder must be paid before the title will be cleared for transfer to the buyer.
- mm) **Matrimonial Property:** Matrimonial "real" property is the living unit and lot where the family lives and where the children feel most comfortable. Often, it is the most expensive and valuable thing the family owns.
- nn) **Member:** Refers to an individual who is a registered status Indian in accordance with the Indian Act and a member of the Fort Nelson First Nation.
- oo) **Ministerial Loan Guarantee (MLG):** A guarantee given by the Minister of Indian & Northern Affairs Canada to a financial agency that has provided debt financing to a Nation member or the Nation for a loan, whereby the Minister agrees to pay the outstanding balance of the loan in the event of a default by the Nation member or the Nation and for which the Minister has obtained authorization from the Nation Council to recover any funds paid by the Minister to satisfy any such defaulted Nation member or Nation loans from the Nation funds held in trust.
- pp) **Mortgagor:** The individual that has borrowed money to purchase a housing unit.
- qq) **National Building Code of Canada:** Designed to ensure that buildings are structurally sound, safe from fire, free of health hazards, and accessible. The NBC, prepared by the Canadian Commission on Building and Fire Codes, is used as a model for virtually all regulations in Canada and pertains whether you are constructing a building or renovating or altering it.

- rr) **National Occupancy Standards:** One bedroom for: each cohabitating couple; unattached household member 18 years of age and over; same-sex pair of children under age 18; and additional boy or girl in the family, unless there are two opposite sex children under five (5) years of age, in which case they are expected to share a bedroom. A household of one individual can occupy a bachelor unit (i.e. a unit with no bedroom).
- ss) **Notice of Arrears:** A letter indicating that a Tenant / Mortgagor is not current with rental / mortgage payments to the Fort Nelson First Nation.
- tt) **Oath of Confidentiality:** Guidelines for Confidentiality are set out to protect individual rights to privacy and to protect the Nation's best interest during any legal or financial negotiations.
- uu) **Owner:** a Nation Member, according to the Nation's Membership Code, who has equity (vested interest) in a living unit.
- vv) **Quorum:** The minimum number of members of a deliberative assembly necessary to conduct the business of that group.
- ww) **Ratify / Ratification:** The approval process for a binding agreement.
- xx) **Renovation Program:** Financial assistance to help home owners correct major defects in their homes in order to protect the health and safety of its occupants.
- yy) **Rental / Tenancy Agreement:** An agreement between the tenant and Fort Nelson First Nation detailing the conditions of renting.
- yy) **Resolution:** Formal expression of opinion or intention made, usually after voting, by a formal organization, a legislature, a club, or other group.
- zz) **RRAP:** Residential rehabilitation assistance program.
- aaa) **Section 95:** Assists First Nations in the construction, purchase and rehabilitation, and administration of affordable rental housing on-reserve.
- bbb) **Social Housing:** Canada Mortgage and Housing Corporation housing program to construct homes on reserve under Section 95 of the National Housing Act.
- ccc) **Subsidy:** A form of financial assistance paid by the government.
- ddd) **Tenant:** A Person who occupies and pays rent to the Fort Nelson First Nation.
- eee) **Terms of Reference:** The purpose and structure of a project, committee, meeting, negotiation, or any similar collection of people who have agreed to work together to accomplish a shared goal.
- fff) **Transparent:** Easily seen through or detected; obvious; Free from guile; candid or open.
- ggg) **Unbiased:** Showing no prejudice for or against something; impartial.

## 1.12 ETHICS

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Ethics are a statement of commitment by Fort Nelson First Nation to deliver housing services in a fair manner. For instance:

- a) Consistency.  
Provide a reference for staff and Chief and Council so they can use the same reasoning when making all decisions.

- Eliminate the possibility of personalities determining decision making.
- b) Continuity.  
Decisions will be the same year after year unless policy is amended.  
The community and staff will become familiar with the policies and know what to expect on housing issues.
  - c) Fairness  
Decisions will be made on an ethical basis and not based on individual interests.
  - d) Accountability  
Decision makers will have no authority to make arbitrary decisions.  
Community members will have access to policies and determine whether Chief and Council and administration decisions are fair.  
Roles and responsibilities are outlined so all parties can be held accountable.
  - e) Responsibility
  - f) Each party understands their roles and responsibilities.  
Issues will not drop through the holes in the system.

### **1.13 GOAL FOR FORT NELSON FIRST NATION HOUSING PROGRAM**

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- a) To assist our First Nations members in obtaining shelter that meets standards of health, safety, structural and fire protection. This will be accomplished through this comprehensive policy for rental units as well as new construction and repairs / renovations to existing housing units through a process that is fair and beneficial to the community as a whole.
- b) To assist members in securing financial assistance to build or to renovate their units by applying to government agencies for housing funds and assisting members with preparation for securing loans with financial agencies.
- c) To maintain the integrity and value of the land set aside for Fort Nelson First Nation housing.
- d) To fulfill the Nation's obligations under the Canada Mortgage and Housing Section 95 that benefits the well being of the Fort Nelson First Nation Members.
- e) To enable the Nation to build additional housing as funds become available, thus increasing the Nation Members' skills, participation in the labor force and the amount of housing stock available locally.
- f) To promote home ownership and the pride of ownership that comes with owning your own home and fulfill the responsibilities that go along with ownership.
- g) To ensure the quality of all construction for new and renovated units meets the National Building Code as a minimum and all other codes as outlined in the contract with the Nation. If no codes are identified, then the BC Building Code, BC Plumbing Code, BC Electrical Code and the industry standard will be used.
- h) To assist and / or train members with the upkeep of their units through training programs.
- i) To link housing activities to training, job creation and business development.
- j) To generate sufficient rental revenue to operate a self-sufficient rental program.

## 1.14 POSTING OF POLICIES

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A copy of the Housing Policy shall be prominently posted in the Housing Department and shall be provided to all tenants / applicants and the general public upon request.

## 1.15 GENERAL

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- a) There are currently seven (7) different types of housing within the community, and the needs and requirements differ within each class. The different types are:
  - i. Nation owned rental units.
  - ii. Nation MLG rental units.
  - iii. CMHC rental units.
  - iv. Elders' Housing.
  - v. Individually owned units.
  - vi. Nation Mortgaged units.
  - vii. Individual owned MLG Mortgaged units.
- b) The land that a privately owned unit sits upon and is surrounded by shall always remain under the ownership of the Fort Nelson First Nation.
- c) Each of these classifications of housing stock has variations in the roles and responsibilities of the First Nation and the tenants and / or home owners, but in all cases the implementation of the duties of the parties must be maintained to ensure the proper management of the housing stock.
- d) The nation will offer the following housing programs:
  - i. **Individual Ownership:** The NATION will assist members who can afford a loan: For members who are eligible for a loan, the Nation will assist them in obtaining a Ministerial Guarantee or will provide a guarantee as requested by the lending institute.
  - ii. **Rental:** The NATION will construct quality, affordable new units and enter into tenancy agreements with the members. To provide short or long-term accommodation for members who wish to rent or who do not have the financial ability to participate in the homeownership program.
  - iii. **Social Housing Rental Units:** The NATION will, on an annual basis, establish terms and conditions for the continued usage of this CMHC program.

## 1.16 MEANING OF DAYS

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All references to days in this Policy shall mean calendar days, unless specifically stated otherwise. If a deadline date falls on Saturday, Sunday, holiday, or office closures, the deadline will be extended to the next business day.



### **1.17 DELIVERY OF NOTICES**

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All notices sent by mail shall be deemed to have been received by the addressee five (5) days from the postage date.

### **1.18 ACCESS TO INFORMATION**

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The Housing Coordinator shall ensure that Nation Members, after having made a request in writing, have unrestricted and complete access to:

- a) This policy and other Nation Council policies relating to Housing;
- b) Program policies and guidelines of CMHC related to the RRAP program;
- c) Program policies and guidelines of INAC related to the Housing Subsidy Program;
- d) Their own housing files;
- e) Nation Council Resolutions, and motions related to the housing program; and
- f) Statistical reports that are general in nature.

### **1.19 DISSEMINATION OF HOUSING INFORMATION**

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Information in relation to housing assistance available to Nation Members shall be disseminated wherever possible.

### **1.20 HOUSING WORKSHOPS**

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At least one housing workshop shall be delivered to members by the Housing Coordinator annually. The workshops should be held well in advance of any deadline for submitting housing applications.

The purpose of the workshops shall be to review the Nation Housing Policy, review application procedures and deadlines, review recommended procedures for project planning and implementation, and answer questions that members may have in relation to the assistance program. These workshops will help to ensure that both parties are aware of their respective responsibilities.

### **1.21 HOUSING INFORMATION PACKAGE**

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The Housing Coordinator shall prepare a Housing Information Package for distribution to those inquiring about housing which shall include:

- a) This policy;
- b) Payroll deduction form for FNFN employees;
- c) Any other information that would be of assistance to members when applying for assistance; and
- d) A recommendation for having home and / or contents insurance.

The Housing Coordinator shall ensure that copies of the Housing Information Package are readily available to members at the Nation Administration Office.

### **1.22 NEWSLETTER ARTICLES**

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The Housing Coordinator shall be responsible for preparing at least one article quarterly. The Newsletter articles shall be used to disseminate information on the Nation Housing Policy, application procedures and deadlines, and recommended procedures for project planning and development.

### **1.23 REGISTER OF APPLICATIONS FOR HOUSING ASSISTANCE**

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The Housing Coordinator shall maintain registers of all applications for:

- a) New housing projects;
- b) Elder housing;
- c) Nation owned rental housing;
- d) CMHC funded rental housing; and
- e) Nation mortgaged housing.

### **1.24 EXPLANATION OF HOUSING PROGRAM**

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The Housing Coordinator shall explain the Housing Program to each successful applicant. This shall include:

- a) Requirement of paying mortgage / rent;
- b) Mortgage / rental details;
- c) Mortgage / Rental / Elder Agreement;
- d) Responsibility for maintenance items;
- e) Permitted occupants;
- f) Additional live ins; and
- g) Sublets.

### **1.25 ADMINISTRATION OF HOUSING POLICY**

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The Housing Policy is administered by the Housing Committee and the Housing Coordinator. This includes the development, implementation and enforcement of administration and operational procedures that follow these objectives:

- a) Fairness and efficiency;
- b) Financial responsibility;
- c) Compliance with the Canadian Human Rights Act and / or the BC Human Rights Code (as applicable under Aboriginal Law);
- d) Compliance with the British Columbia Building Code and other relevant codes and legislation for all construction, repairs, and renovations;

- e) Providing safe, comfortable, hygienic and functional units;
- f) Confidentiality of Community Members;
- g) Maximum employment opportunities in the housing field for FNFN members; and
- h) Opportunities for developing skills for workers.

## **1.26 COMMUNITY AWARENESS AND PARTICIPATION**

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All community members will be made aware of and provided opportunity to comment on the Housing Policy. This will be accomplished through notification in the community newsletter and at various locations throughout the community. The draft or final draft will be available for all interested members to pick up at the FNFN Office.

## **1.27 JOB DESCRIPTIONS (IN RELATION TO THE HOUSING DEPARTMENT)**

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### **1.27.1 CHIEF AND COUNCIL RESPONSIBILITIES**

- a) The Fort Nelson First Nation is the Landlord to the Fort Nelson First Nation's Housing Projects.
- b) The Nation's Council will approve the Rental Agreement, Selection Criteria, Regulations, the Housing Policy, the Housing Committee Terms of Reference and the Housing Coordinator's job descriptions, as well as any revisions to the above.
- c) The Nation's Council will provide advice and recommendations to the Housing Committee when requested to do so by the Committee.
- d) The Nation's Council will appoint the individual members of the Housing Committee at the first Council Meeting in April every four (4) years or as required by vacating Committee Members.
- e) The Nation's Council shall set honorarium rates for the Housing Committee.

### **1.27.2 HOUSING COMMITTEE'S AUTHORITY AND DESIGN**

The Housing Committee shall be formed under the authority of this Policy. Ideally, the Committee will be comprised of one FNFN voting member for each family (twelve families) in the community [the minimum acceptable number is five (5) voting FNFN members] plus one (1) member of Chief and Council, the Executive Director, the Housing Coordinator and a Minute Taker to form the Committee. The Chief and Council Representative, the Executive Director, the Housing Coordinator and the Minute Taker will have no voting rights and will be considered as ex-officio members of the Housing Committee, there to provide advice and assistance to the members of the Committee in the implementation of this policy. The Housing Coordinator shall not act as the chairperson. Decisions by consensus shall be the first priority, but failing consensus the next step will be with votes for or against and any abstentions duly recorded. With five (5) voting members quorum shall be 3, otherwise quorum shall be half of total number of committee members plus one.

### **1.27.3 TERM OF HOUSING COMMITTEE AND APPLICATION FOR COMMITTEE**

The term of each Committee Member shall be 4 years, and he / she may re-apply for a second term, but not be a member for more than eight (8) consecutive years (a person can later be on the committee again after a term rest).

In order to be considered for the Housing Committee, a FNFN member must apply to Chief and Council in writing stating:

- a) Reasons for applying to be on the Housing Committee;
- b) Any knowledge, education, or previous experience that would assist in being a Housing Committee Member;
- c) Acknowledgement that he / she would be willing to sign an Oath of Confidentiality, follow the Conflict of Interest Guidelines, and Code of Conduct;
- d) Be a member in good standing with the Nation;
- e) The Housing Committee is accountable and reports to Chief and Council.

### **1.27.4 REMOVAL OF A COMMITTEE MEMBER FROM THE HOUSING COMMITTEE**

A member of the Committee could be removed by Chief and Council for any of the following reasons:

- a) Not willing to remove themselves from a Conflict of Interest situation;
- b) Breach of Confidentiality;
- c) Gaining personal benefit from sitting on the committee;
- d) Missing three (3) consecutive meetings or frequently missing meetings of the Housing Committee;
- e) In arrears with the Nation without good cause; and,
- f) Engaging in actions contrary to the Code of Conduct.

### **1.27.5 OTHER MEMBERS**

The Executive Director and Housing Coordinator both sit as Advisors to the Housing Committee. The Council Representative is a liaison between the Housing Committee and Chief and Council. The Minute Taker records the meeting. These positions are considered ex-officio and will not be eligible to vote. The Housing Committee shall operate under the direction of Chief and Council and the Fort Nelson First Nation Housing Policy in its entirety (including all additional sub-policies, appendices, etc.). The Housing Committee is responsible for the development and recommendations to Chief and Council on all policy implementation and changes to housing allocation, membership and / or composition of the Housing Committee, training development, and selection processes.

### 1.27.6 DUTIES

Recommendations such as, but not limited to the following:

- a) Changes to the Fort Nelson First Nation Housing Policy;
- b) Selecting applicants or units for: renovations; new housing units; Section 95 Units; Section 10 requests; Ministerial Loan Guarantees; Housing Renovation Loans; and, Low Income non-repayable renovation loans;
- c) Rental applicant placement;
- d) Evictions; and
- e) Foreclosures.

Committee Members are expected at all times to act in the best interest of the Fort Nelson First Nation community as a whole.

### 1.27.7 ATTRIBUTES / OBJECTIVES OF MEMBERS

The Housing Committee Members are people who, regardless of their occupation, are genuinely interested in the housing needs of the local community, and are willing to work on a volunteer basis to see those needs met. To be considered for a Housing Committee position applicants must reside in the Fort Nelson First area. Any FNFN members who wish to be considered as a member for the Housing Committee must **NOT** be in a situation of owing rental / mortgage payment arrears or any other payments to the Nation. Committee Members and / or potential Committee Members must be in good standing regarding housing as an example to others.

A Housing Committee Member must be a member of the Fort Nelson First Nation who is interested in working towards the goals of the Fort Nelson First Nation Housing Policy and Terms of Reference. A Housing Committee Member (particularly, one who is a tenant, applicant, or contractor in a project) **MUST** declare any conflicts of interest and remove themselves from participating in any voting, especially where immediate family members are concerned or where any benefits might be accrued to the member in any specific instance.

The Housing Committee Members shall agree, in writing, to follow and adhere to Oaths of Confidentiality, Conflict of Interest Guidelines, Code of Ethics Guidelines and Code of Conduct. Any breaches shall be forwarded by the Housing Committee (excluding the Member(s) in breach) and to Chief and Council and if determined an actual breach, shall result in subsequent dismissal from the Housing Committee.

### 1.27.8 OVERALL RESPONSIBILITIES

Committee Members will not have a direct day to day authority for responsibility for operations and program management. Committee Members' responsibility is as per above, and more related to development and changes to policy, and recommendation of tenants, mortgagors,

Ministerial Guarantees, and loans. All recommendations are forwarded to Chief and Council for their discussion and ratification. Reports to Council are prepared by the Housing Coordinator for discussion at Chief and Council meetings.

The Housing Coordinator, in cooperation and consultation with the Executive Director, shall be responsible for all administration and day to day operation of the Housing program. The Housing Coordinator and Executive Director shall deal with housing issues on a daily basis. Any matters deemed urgent by the Housing Coordinator and / or Executive Director requiring a vote and recommendation of the Housing Committee, shall be called to an emergency meeting to deal with the issues at hand.

## **1.28 ROLES AND RESPONSIBILITY**

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### **1.28.1 FORT NELSON FIRST NATION**

The Fort Nelson First Nation responsibilities include, but are not limited to:

- a) All major structural repairs to the rental and elder units;
- b) Payment of FNFN mortgages on properties;
- c) Annual Housing Inspection;
- d) All housing reports required by INAC and / or CMHC or any lending authority;
- e) Maintaining insurance coverage on the residential rental and Elder units (including appliances);
- f) Elder(s) content insurance (to a maximum of \$30,000);
- g) Collection of rents and / or FNFN held mortgages;
- h) Heating costs for Elder units;
- i) Allocation of new and vacant units;
- j) Provision of water and sewer services to all units (provided houses are in pre-approved locations);
- k) Maintenance of the community infrastructure to support the units within the community. (i.e. water and sewer treatment plants); and
- l) Annual inspection and maintenance of fire safety equipment in rental and Elder units (i.e. fire and smoke alarms).

### **1.28.2 HOUSING COMMITTEE**

The Fort Nelson First Nation Housing Committee responsibilities include responsibilities include, but are not limited to:

- a) Ensure the effective and efficient operation of the Fort Nelson First Nation Housing Program. A Committee Handbook comprised of the Housing Policy, Appendices and revisions shall be kept updated and current. As representatives of the Landlord, the Housing Committee shall ensure that the Landlord and tenant / mortgagor rights and responsibilities outlined in the Rental / Mortgage Agreement are observed;

- b) Once provided a budget allocation by Chief and Council, review and make recommendations on the various housing programs' allocation of individuals or units for the expenditure of budgets;
- c) Applications for Housing will be received and reviewed by the Housing Coordinator. After ensuring the applications are complete, the Housing Coordinator will submit them to the Housing Committee for a decision. All applications for Housing will be responded to, in writing, within a six (6) week period;
- d) Regular ranking of applicants to keep a current priority listing of each type of housing unit required, renovations needed and loans requested;
- e) Review and recommend to Chief and Council necessary changes annually, or as needed, to the FNFN's Housing Policy in its entirety;
- f) Review all housing and / or renovation applications on a timely, regular basis;
- g) Review and recommend allocations for the various housing, renovations, and loans as per approved application forms and criteria in cooperation and consultation with the Chief and Council, Executive Director, Housing Coordinator, and, where appropriate, the Finance Department;
- h) Establish, maintain and support development of standard terms and conditions of each type of agreement for the various programs offered for Housing at Fort Nelson First Nation;
- i) Review and remedy, where possible, issues of tenant / mortgagor arrears following the Arrears Management Procedures (See Chapter 2.22). The Housing Coordinator shall refer all cases to be considered for eviction / foreclosure to the Housing Committee. The actual eviction / foreclosure decisions will be decided by the Housing Committee and the Housing Coordinator shall carry out these decisions. The Housing Coordinator will inform Chief and Council of these decisions;
- j) Development of forms (e.g. Generic Contracts, Agreements with tenants, etc.); and
- k) Committee Members are required to attend ALL meetings of the Housing Committee, unless for reasons acceptable to the Chairperson, or, in his or her absence, the Co-Chairperson, whom the Members will notify of any absence prior to any meeting. Any Member who misses three (3) consecutive meetings or frequently misses meetings without notice(s) and reasonable justification shall be automatically dismissed as a Member of the committee.

**Not Responsible for:**

- a) Day to day operations; and
- b) New Housing Construction - Contracting (Tendering, Award, or Administration).

### **1.28.3 COMMITTEE MEMBERS**

In addition, the Housing Committee Members' responsibilities shall include, but are not limited to:

- a) Follow the Code of Conduct;
- b) Preparing for meetings by reading relevant reports, and letters; and
- c) Keeping up to date with relevant First Nations Policies and By-Laws.

#### **1.28.4 COMMITTEE CHAIR**

The Housing Committee Chair's responsibilities include, but are not limited to:

- a) Call for Committee Meetings;
- b) Preparation of the Agenda along with the Housing Coordinator;
- c) Chair Housing Committee Meetings;
- d) Ensure presence of quorum at meetings;
- e) Ensure minutes of Housing Committee Meetings are taken; and
- f) Submit minutes, recommendations, and decisions to the Housing Coordinator.

#### **1.28.5 HOUSING COORDINATOR**

The Housing Coordinator responsibilities relating to the Housing Committee include, but are not limited to:

- a) Ensure the Fort Nelson First Nation's Housing Policy and Terms of Reference are adhered to and followed in consultation with the Committee, Executive Director and / or Council member (Ex-Officio);
- b) Day to day operations of the Housing Program;
- c) Expending budgeted monies for the various Housing Departments (budgets that have been pre-approved by the Housing Committee);
- d) Acting as a liaison between the tenant / mortgagor / Elder / Homeowner and the Housing Committee and the Nation's Council;
- e) Preparation of annual budgets in consultation with the Housing Committee and submission of quarterly and annual statements for Chief and Council; and
- f) Submitting a housing report at regular scheduled meetings to the Housing Committee with copies to Chief and Council and the Executive Director.

#### **1.28.6 EXECUTIVE DIRECTOR**

The Executive Director's responsibilities regarding the Housing Program / Housing Committee include, but are not limited to:

- a) Consulting with the Housing Coordinator on preparation of agenda;
- b) Filing and drafting appropriate documentation and agreements in cooperation with the Housing Coordinator;
- c) Ensuring quarterly and annual statements are prepared on housing budgets in cooperation and consultation with the Housing Coordinator;
- d) Advising Committee and the Chief and Council on the implications of any transaction or policy changes contemplated; and
- e) Supervising and evaluating the Housing Coordinator to ensure the housing program is delivered effectively and efficiently.



### **1.28.7 MINUTE TAKER**

The responsibilities of the Minute Taker are to accurately record the Housing Committee meetings (including preparation and storage of these minutes), management of all correspondence, and distribution of copies among the Committee Members. The person taking the minutes of the meeting must not have any interaction with what is said therefore they are prevented from contributing to the meeting. The Minute Taker must maintain the confidentiality of the discussions that took place in the meetings.

### **PROCEDURES**

The Administration will:

In conjunction with the Housing Committee the Housing Department staff will ensure that Job Descriptions are developed, implemented and updated on a regular basis.

### **1.29 TENANT'S / MORTGAGOR'S / ELDER'S RIGHTS AND RESPONSIBILITIES**

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The tenant(s) / mortgagor(s) responsibilities include, but are not limited to:

- a) The Canadian Human Rights Act and / or the BC Human Rights Code, as applicable under Aboriginal Law, applies to all tenants / mortgagors;
- b) Tenants / Mortgagors are subject to the rights, responsibilities and obligations outlined in the signed Rental / Mortgage Agreement;
- c) All queries, request for service and maintenance, damage reports, and complaints shall be made to the Housing Coordinator;
- d) The tenant / mortgagor is responsible for paying rent / mortgage on time. Rent / Mortgage payment is due and payable on the first of each month;
- e) The tenant(s) / mortgagor(s) is responsible for the payment of utility bills (not covered by this policy);
- f) The tenant(s)/ mortgagor(s) is responsible for all content insurance (excluding included appliances);
- g) The tenant(s) / mortgagor(s) must have someone inspect the premises if away for more than seventy-two hours (72) hours, during the period from April 30<sup>th</sup> to October 1<sup>st</sup>. The tenant(s) / mortgagor(s) must have someone reside in the premises if away for more than twenty-four (24) hours during the period from October 1<sup>st</sup> to April 30<sup>th</sup>. The tenant / mortgagor(s) must notify the Housing Coordinator prior to the tenants' / mortgagors' absence. The tenant(s) mortgagor(s)is responsible for the repair of all damage to the dwelling while the dwelling is unoccupied or the tenant(s) / mortgagor(s) is absent;
- h) Any damage caused by the neglect of the tenant(s) / mortgagor(s) / Elder(s));
- i) Vandalism to the property caused by the tenant(s) / Elder(s) or his / her guests or family unless a report is filed with the RCMP and it is determined the tenant(s) / mortgagor(s) / Elder(s) was not at fault;

- j) Keeping the immediate grounds and yards mowed and clean. Tenant's yards are not to be used to store appliances and / or uninsured vehicles (whether in running condition or not). All hazardous materials must be stored properly. If the tenant does not attend to the unit and yard as requested, after an inspection by the Housing Coordinator or designate, the Housing Coordinator or designate has the right to clean it up and charge the tenant for doing so;
- k) Any sheds or other out buildings erected by the tenant(s) / mortgagor(s) is in good repair; and
- l) Keeping both front and rear entrance ways clear of snow and other debris.

### 1.30 EXTENDED ABSENCE

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Band allocated unit recipients / tenant(s) / mortgagor(s) must notify the Housing Committee and request approval for an Extended Absence Agreement and must make suitable arrangements to have the rent / mortgage paid and the unit looked after for the period of absence.

- a) An allocatee / tenant / mortgagor may not sublet a unit assigned, rented or mortgaged to them without prior approval from the Housing Committee. Notice must be in writing and directed to the Housing Committee, who may or may not approve the sublet.
- b) The person to whom the property is sublet must be a Fort Nelson First Nation member (according to the Nation's Membership Code) unless prior Chief and Council's approval has been given and the sublessee must sign the Temporary Allocation Agreement.
- c) The original tenant(s) / mortgagor(s) of the unit agrees to be responsible for the rent / mortgage payment at the rate set by Fort Nelson First Nation, regardless of what rent they are receiving from the sublessee.

### PROCEDURES

The Housing Department will:

- a) Enforce community policies as they relate to privately owned rental units.
- b) Not be held liable for anything concerning a privately owned rental unit.

The Homeowner / Tenant of Record / Allocatee will:

- a) Choose the tenant (in concurrence with the Housing Policy).
- b) Insure, maintain, repair, renovate and keep the home in a safe condition.

### FORMS

1. Extended Absence Agreement (See Appendix 26)
2. Temporary Allocation Agreement (See Appendix 27)

## 1.31 BEQUEATHING

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The position of Indian and Northern Affairs Canada is that only band members are entitled to inherit the right to possession or occupation of reserve land. Therefore, an individual must be a member of the band with which the reserve land is associated in order to be eligible to inherit the right to possession. It is insufficient that an individual is merely registered or a member of a different band.

If, at the date of distribution of the estate, the heir is not entitled to reside on a reserve, then his or her share must be sold and the sale proceeds paid to him or her in accordance with s. 50 of the Indian Act. If the heir chooses to either relinquish that interest in favour of the remaining heirs or release and assign the share to a member of the band, then a s. 50 sale is unnecessary. The right to relinquish or release and assign interests to other band members is an evolving area of the law, and affected parties may wish to contact Indian and Northern Affairs Canada when a s. 50 circumstance arises.

If a person is bequeathed a living unit pursuant to a wish in a Will, that person does not own the living unit outright. The person inheriting the living unit is responsible for the balance of payments and other charges owing on the unit.

If the person inheriting a living unit is a minor, the minor's guardian may, with the written approval of the Council, grant an agreement of the living unit until the minor reaches the age of nineteen. The administration of the unit remains with the Nation. This agreement shall be made pursuant to the provisions of leasing herein, except the statement that the mortgagor is going to be absent on a temporary basis shall not apply.

If a surviving spouse is not an eligible Nation Member according to the Nation's Membership Code, the surviving spouse can still inherit the equity in the living unit. The equity value will be established at that time, and the surviving spouse may live in the living unit, on an agreement basis for up to one year providing that all mortgage payments are current. The surviving non-Nation spouse will not be eligible for Nation Benefits.

Should the non-Nation member surviving spouse wish to continue to reside in the community the following conditions must be met:

- a) Minimum of ten (10) years cohabitation with Nation Member prior to Nation Member's death;
- b) Must follow all residency bylaws; and
- c) Provide letters of support from deceased Spouse's immediate family (Children, Parents, Brothers and / or Sisters).

In reallocating the unit, preference will be given to surviving members of the immediate family (as defined in this document).

## **1.32 MATRIMONIAL RIGHTS**

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Refer to INAC's Provincial and Territorial Matrimonial Property Laws and INAC's After Marriage Breakdown information pamphlet.

In the case of a family breakdown, where both parties are Fort Nelson First Nation members, the parent granted primary custody of the minor child(ren) will retain possession of the unit.

If the person leaving the unit received a housing grant to build the house, they will then be deemed not to have received the grant and the person retaining possession of the unit will be deemed to have received the grant as the subsidy remains with the unit.

In the case of family breakdown, where one of the parties is not a Fort Nelson First Nation member, the ownership will remain in the name of the member, to be held in trust for the minor child(ren). The parent granted primary custody of the children will be given the right to occupy the unit. The Fort Nelson First Nation is not liable for any investment made by the person who does not retain ownership, In other words, compensation for such investment is to be settled between the parties.

All parties shall endeavor to settle this matter as soon as possible. The ex-partner (Fort Nelson First Nation member) is eligible to make application for housing as per Housing Policy criteria.

## **1.33 ADMINISTRATION / ENFORCEMENT**

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This section of the Housing Policy describes procedures that are to be followed in administering and enforcing the Housing Policy.

### **1.33.1 FUNDING FOR HOUSING**

Funding is required for the Nation Housing Department to fulfill its mandates to:

- a) Ensure that the Housing Policy is administered and enforced; and
- b) Provide better living condition for Nation Members.

### **1.33.2 REQUESTS**

The policy for any requests made to the Housing Department is that:

- a) All requests, communications, and applications to the Housing Department must be made in writing; and
- b) The Housing Department will acknowledge receipt of all written requests, communications and applications.

### **1.34 CMHC RECORDS AND INSPECTIONS**

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- a) The Nation shall keep all documents, records and accounts that pertain to the Housing Projects for not less than seven (7) years.
- b) The Nation shall permit CMHC to have access to the Projects and to have a representative of CMHC inspect the Project books, records and accounts at any reasonable time.

### **1.35 APPEALS**

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The Housing Department is responsible for administering policy, and making discretionary decisions. When a Nation Member is in disagreement with a decision made by the Housing Committee / Housing Department they can appeal (using the Appeal Application) through the Executive Director of Fort Nelson First Nation (whose decision is final).

### **FORMS**

1. Appeal Application (See Appendix 2)

### **1.36 DISPUTE RESOLUTION**

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If a dispute about a right, obligation, etc. cannot be resolved between the Housing Committee and / or the Housing Department and the tenant / mortgagor / Elder, an Appeal Application can be submitted to the FNFN Executive Director. The Appeal Application must be submitted within fifteen (15) business days of the date of notification by the Housing Committee / Housing Department. The Executive Director will accept the application and act as an arbitrator or appoint an arbitrator. The application can be submitted by the Housing Department or by the tenant / mortgagor / Elder.

An Executive Director that is in Rental / Mortgage Arrears will not take part in any discussion of or vote on any question in respect of arrears, and will not attempt in any way, whether before, during or after the meeting, to influence the voting on any question in respect of Arrears.

The application will contain:

- i. Name of applicant;
- ii. Address, phone number;
- iii. Include full particulars of the dispute that is to be the subject for the dispute resolution; and
- iv. Must give a copy of the application to the other party within 3 days of filing the application.

The Executive Director may refuse the application if, in his / her opinion, the application does not disclose the dispute or the application is frivolous.

For purposes of privacy, confidentiality and mutual respect, the Executive Director will review the FNFN member's position in his or her presence and the original decision in an in camera session with the Housing Committee / and or Housing Department. The FNFN member will have a maximum of 30 minutes to present his / her position to the Executive Director. The FNFN member will only be allowed in the meeting for the time needed to make the presentation and will be required to leave upon stating their case and answering questions of the Executive Director. The FNFN member will be informed within forty-eight (48) business hours of the Executive Director's final decision.

The Executive Director may act as an arbitrator or appoint an arbitrator. The role of the arbitrator will be to review the application, call in witnesses if necessary and make a ruling.

The written decision of the Executive Director or arbitrator will be sent to both parties and will be binding on both parties.

## **FORMS**

1. Appeal Application (See Appendix 2)

## **1.37 FINANCE AND HOUSING**

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The Housing Policy must be coordinated with the general First Nation Financial Policies and Procedures. The Housing Department must be able to expect to receive financial information in a timely manner in order to manage rent collections and maintenance requests.

The Finance Department staff will notify the Housing Department staff of rental / mortgage payments by the 5<sup>th</sup> business day of each month, with additional information provided on an as-needed basis.

The Housing Department must meet the requirements outlined in the Financial Policy.

## **1.38 RECOVERY OF ARREARS FOLLOWING ABANDONMENT OR TERMINATION OF TENANCY / MORTGAGE AGREEMENT**

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Fort Nelson First Nation can and may use any of the following options to collect outstanding arrears:

- i. Small Claims Court;
- ii. Credit Bureau; and
- iii. Garnishment of Wages

There will be no further funding opportunities (for any individual or spouse) through FNFN until all arrears (i.e. rental, mortgage, education, business, etc.) have been paid in full.

### **1.39 BAD DEBTS**

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Bad Debts are arrears (and /or repairs to unit) of tenants / mortgagors who move out still owing money to the Nation. The Housing Coordinator may use a collection agency or Small Claims Court to collect debts if efforts to obtain the money directly from the tenant(s) / mortgagor(s) fail.

### **1.40 HOUSE SITTING**

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There will be no house sitting of the units without written permission from the Housing Committee. Permission must be requested and received at least one (1) month in advance. Any house sitting contracts will not exceed the length of two months unless it falls under the Special Circumstance Category.

The Special Circumstance Category shall consist of leave for education purpose, medical purpose, or any other such purpose deemed Special Circumstance by the Housing Committee. Documentation must be provided for these Special Circumstance purposes.

### **1.41 FINANCIAL AND REPORTING RESPONSIBILITIES AND HOUSING BUDGET ALLOCATIONS**

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The Housing Coordinator and Executive Director will be responsible to ensure that the financial reports are provided to Chief and Council on a quarterly basis. Minutes will be required for all committee meetings and submitted to Chief and Council.

Housing subsidies, lot servicing subsidies, rental collection payments, loan collection payments, CMHC grants, FNFN revenue contributions, training funds, loans and any other grants that may be received for labor or materials for both construction or repairs will be included (as Council decides from year to year) as revenues, for the annual housing budget. (This budget will be developed yearly by the Housing Coordinator and Executive Director in cooperation and consultation with the Housing Committee and requires final ratification by Chief and Council).

An ongoing listing and valuation of renovations, housing units, loan requests, etc. should be developed and updated annually along with the ranking during the Application and Approval Procedure.

- a) Budgets will be separated into various Departments and then into the various components such as:
  - i. Repair loans;
  - ii. New construction loans;
  - iii. Fort Nelson First Nation's rental unit repairs;

- iv. Insurance for FNFN owned and Elders units;
- v. New Section 95 (CMHC) projects;
- vi. Repairs to Section 95 (CMHC) housing;
- vii. Section 10 (Ministerial Loan Guarantee) requests;
- viii. Housing Purchases;
- ix. Contingency for Repairs;
- x. Replacement Reserves;
- xi. Administration;
- xii. Lot servicing;
- xiii. Training; and
- xiv. Other items as identified.

b) Example of an Annual Housing Process:

- i. Housing Committee has received, reviewed, ranked, and estimated all applications currently on file;
- ii. Housing Coordinator has submitted a summarized costing and ranking of all applications and known requirements to Chief and Council for their information (including a copy of the detailed rankings attached for information);
- iii. Housing Coordinator submits budget proposals for upcoming year;
- iv. Housing Coordinator should make recommendations on the most required / urgent programs or units that require attention for this current fiscal year;
- v. Council provides a budget to the Housing Committee to allocate amongst the housing programs with any recommendations on priorities;
- vi. Housing Committee then re-prioritizes the projects based on available budget and submits to Council for final review. The Housing Committee should identify reasons for recommended budgets;
- vii. Council revises / approves budget and Housing Coordinator starts projects based on correct information, tenders, etc.;
- viii. Housing Coordinator, Executive Director and a member of Council evaluate and if within budget, award, if not the budget is revisited by the Housing Committee if necessary;
- ix. Housing Coordinator reports back to both the Housing Committee and Chief and Council upon receipt of tenders on any anticipated budget item variances, and overall impact to budgets (i.e. some units may be under, some may be over);
- x. If necessary, projects are set aside, more projects are recommended, or additional dollars are allocated by Council to Housing;
- xi. Progress reports by the Housing Coordinator to the Housing Committee and then to Chief and Council; and
- xii. Project is managed, inspections conducted and payments made.



## **1.42 DEFAULT MANAGEMENT**

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All agreements and regulations that deal with issues such as the eviction process, the foreclosure process, collection procedures, code compliance, etc. will have all suitable consequences outlined and followed in any housing mortgage, rental agreements, contracts, loan repayment, tender agreement, etc. These agreements will be agreed to and signed by the duly authorized representative, the Housing Coordinator, and, the tenant(s), mortgagors and, where required, by the Executive Director and / or Chief and Council.

## **1.43 DATABASE**

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A database containing information on all housing units on the Fort Nelson First Nation Reservation #2 will be developed and updated regularly. This database should include the number of houses, condition of units, addresses, occupant's names, lot numbers, year they were built, year repairs were done, what programs were accessed for building or repairs (First Nations loan, CMHC), loans outstanding, services available (water, sewage, roads), inspection reports and other relevant information that would be useful for the Nation. Responsibility for maintaining the database shall be the responsibility of the Housing Coordinator.

## **1.44 PLANNING**

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This section of the Housing Policy deals with broad issues of planning for housing in the community. Because of the limited land available for Nation Housing in the community it becomes necessary to consider these areas of immediate concern:

### **Location and Design:**

No land within the FNFN community shall be built upon for housing or other development purposes without the expressed approval of General Nation Membership. Should a Nation member decide to utilize community property outside of a serviced area he / she will be responsible for all costs incurred for the development of the lot. Also, the INAC subsidy will not be applicable to said property. FNFN will not be liable for any costs incurred with the development of an area that has not been serviced.

### **General Nation Membership Approval:**

- a) General Nation Membership approval is required by Chief and Council only in the event where new subdivisions are required; and
- b) This policy may be amended from time to time as needed by Chief and Council after general Nation Members input.

### **1.45 COMMUNITY AWARENESS AND PARTICIPATION**

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All community members will be made aware of and provided the opportunity to comment on the Housing Policy. This will be accomplished through notification in the community newsletter and at various locations throughout the community. The final draft will be delivered to all FNFN community residences prior to being scheduled for discussion / approval at a duly convened Community Meeting.

### **1.46 HOME BASED BUSINESS**

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All Fort Nelson First Nation members must obtain the Band's permission prior to operating a home based business.

Any business that is a disturbance to neighbours will not be permitted.

**CHAPTER 2**  
**FORT NELSON FIRST NATION OWNED RENTAL HOUSING /**  
**FORT NELSON FIRST NATION ELDER HOUSING /**  
**FORT NELSON FIRST NATION BAND HELD MORTGAGES /**  
**MINISTERIAL GUARANTEED MORTGAGES /**  
**PRIVATELY OWNED HOUSING**

**2.1 ELIGIBILITY FOR NATION HOUSING**

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All Members of the Fort Nelson First Nation shall be eligible to apply for rental housing in the community in accordance with this Housing Policy, and / or if serviced lots and funding are available for construction of new housing for qualified Members.

All Elders (minimum age 65) within the Fort Nelson First Nation are eligible for Nation assisted housing as per the Elders Housing Agreement. (See Appendix 3)

To be eligible for housing in the Fort Nelson First Nation community, a Nation Member must comply with the following conditions:

- a) Be a Nation Member in accordance with the Nation's Membership Code;
- b) Must be entitled to reside in the community in accordance with current residency requirements;
- c) Must not have a housing unit in the FNFN community. If he / she had a unit on the Fort Nelson First Nation reservation proof must be provided that he / she has disposed of his / her interest in such holdings before being allocated a unit. These conditions apply equally to both spouses, regardless of the ancestry of the non-Nation spouse. A legal aged Nation Member will not be eligible for more than one housing unit and / or lot with the exception being during the construction period of their new unit;
- d) Must commit to occupy the living unit on a continuous basis;
- e) Must agree to comply with all requirements of the Housing Policy, the rental agreement, and / or the Mortgage agreement with respect to maintenance of the living unit and payment of any mortgage / loan and not be in default or have any outstanding arrears with the Nation;
- f) Applicants must be members in good financial standing with FNFN. If they have outstanding debts owing to FNFN and they have been making consistent payments for a minimum of six (6) consecutive months prior to application Chief and Council may recommend (dependent on circumstances) they be eligible for a housing unit;
- g) FNFN members desiring housing on the Fort Nelson First Nation reserve must be nineteen (19) years or older or be the custodial parent / guardian of a child who is a FNFN member. The housing applicant shall complete a written application with the assistance of the

Housing Coordinator. The Housing Coordinator shall submit all applications to the Housing Committee for decisions regarding the allotment of living units;

- h) A Nation member who sells the equity in their home will be subject to the following, dependent on if the home remains on the lot:
  - i. Sold to FNFN member and unit is not being moved off of the reservation the sales price will not include either the \$34,249.00 housing subsidy or the \$10,000.00 site preparation costs (if this cost was originally applied for the infrastructure costs), or
  - ii. Sold to a Nation or non Nation member and the unit is moved off of the reserve the \$34,249.00 and the \$10,000.00 site preparation costs (if this cost was originally applied for the infrastructure costs) must be repaid to the Fort Nelson First Nation; and
  - iii. The Nation member must also reimburse the Nation for other financial housing support received before they become eligible for a new living unit. Nation Members then become eligible for new housing (in accordance with current priorities).
- i) Applicants must not have been evicted from FNFN housing within the prior five (5) year period to application date however, at Chief and Council's discretion, it may be recommended they become eligible sooner;
- j) The units will be allotted based on the Client Selection Assessment (See Appendix 4). In some extreme cases applicants can be considered for needs-based allocations. Situations in which the Housing Committee shall consider a needs-based application are:
  - i. Life threatening;
  - ii. Domestic violence;
  - iii. Over-crowding;
  - iv. Health and Safety issues;
  - v. Serious medical conditions;
  - vi. Sudden Homelessness; and / or
  - vii. Family re-unification.
- k) The Housing Committee shall inform the Housing Coordinator of their decision and he/ she will offer, in writing, the unit to the selected tenant(s) / mortgagor(s) and an agreement will be prepared outlining the roles and responsibilities of Fort Nelson First Nation and the tenant(s) / mortgagor(s) as outlined in this policy;
- l) Probation will be considered a length of six (6) months. During this time, the Housing Policy and Tenancy Agreement / Mortgage Agreement must be strictly adhered to. Failure to comply with the Policy and Agreement may result in immediate eviction with one (1) months written notice;
- m) Copies of all receipts for payments applied to rents / mortgages (with a Ministerial Guarantee) must be supplied to the Housing Department on a monthly basis. If a Mortgagor defaults on these payments and FNFN assumes the mortgage additional expenses will / may be charged to the Mortgagor's account to cover all costs of the transfer of the Mortgage.; and
- n) Written notice of arrears shall be issued for late rental / mortgage payments and written warnings for violations of the Housing Policy, and Rental Agreement / Mortgage Agreement.

## PROCEDURES

The Housing Committee will:

- a) Screen the applications based on the eligibility criteria.
- b) File the application for a maximum of one year or until the applicant is selected for an available housing unit.

## 2.2 HOUSING AVAILABILITY

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When units become vacant and / or available the Housing Coordinator shall post a notice for at least seven (7) days in the community of Fort Nelson First Nation Reservation #2 as well as list the available unit in the next community newsletter. The notice will invite interested FNFN members to complete the Housing Application form and shall contain a description of the unit, location, approximate available date, and the monthly rent amount or cost of unit if it is advertised for sale.

## FORMS

1. Housing Application (See Appendix 5)

## 2.3 OCCUPANCY

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This section of the Housing Policy states the criteria for occupancy of units in the Fort Nelson First Nation community. An occupant can be an owner, an allocatee, an Elder, or a tenant.

The procedures for occupancy apply to owners / tenants with living units held through Individual Loan Agreements or Rental Agreements. In some instances, a number of these procedures also apply to owners holding Certificates of Ownership and / or allocatees.

### Occupancy – Individual Mortgage or Rental Agreement

Prior to moving into the living unit, the Housing Coordinator will meet with the owner / mortgagor / tenant/ Elder to:

- a) Have the owner / tenant sign one of the following four agreements:
  - i) Housing Agreement – for an owner with an Individual Loan, stating the intent to reside in that living unit until the mortgage is retired;
  - ii) Mortgage Agreement – for a mortgagor with a Nation Held Mortgage, stating the intent to reside in that living unit until the mortgage is retired; or
  - iii) Rental Agreement – for a tenant, for the duration of the agreement.

- iv) Elder Housing Agreement – For an elder, living in a unit supplied by the Nation, for the duration of the agreement.
  
- b) Inform owner / mortgagor/ tenant / Elder of his / her responsibility to notify the Housing Coordinator, in writing, of any changes of income.
- c) Inspect the unit with the owner / mortgagor/ tenant / Elder before he / she occupies the unit.
- d) Have the Housing Coordinator and the owner / mortgagor / tenant / Elder sign a Move-In Inspection Form.
- e) Complete the review of:
  - i. Nation Housing policies and procedures;
  - ii. All the agreements to be signed by the occupant; and
  - iii. Information on basic house maintenance and repairs.
- f) All tenants must sign a Rental Agreement before occupancy.
- g) All Elders must sign an Elders Housing Agreement prior to occupancy.
- h) All Mortgagors must sign a Mortgage Agreement complete with a Ministerial Loan Guarantee. Members with a Band held mortgage or a Ministerial Loan Guarantee are required to attend a Community Meeting to read and sign a Promissory Note.
- i) All Owners must provide proof of ownership prior to occupancy (ie. Bill of Sale).

It is the Nation's policy that owners / mortgagors / tenants / Elders:

- j) Must comply with all Bylaws and Policies of the Nation;
- k) Must adhere to policies set by the Nation Council;
- l) Will have quiet possession;
- m) Must indemnify the Housing Department / Nation Council;
- n) Must conform to zoning for types of business permitted on Nation Land;
- o) At the decision of the Housing Department (based on this policy), must vacate, regardless of whether or not other accommodations are available; and
- p) Who are owners, must inform the Housing Department, if he / she wishes to sell their Housing unit.

All potential tenants will make a formal written application to the Housing Department outlining their intent to participate in the FNFN rental program. The applicant shall meet the eligibility criteria in Chapter 2.1.

## FORMS

1. Certificate of Ownership (See Appendix 6)
2. Housing Agreement (See Appendix 7)
3. Mortgage Agreement (See Appendix 8)
4. Rental Agreement (See Appendix 9)
5. Move-In Inspection Form (See Appendix 10)

6. Rental Agreement (See Appendix 9)
7. Elders Housing Agreement (See Appendix 3)
8. Ministerial Loan Guarantee (See Appendix 11)
9. Band Held Mortgage Agreement (See Appendix 12)
10. Promissory Note (See Appendix 13)

## 2.4 MOVES BETWEEN LIVING UNITS

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Tenants will only be eligible to move from one Nation owned living unit to another if their current unit has been maintained in good repair, the rent on their current unit is not in arrears and an acceptable reason is provided for the move.

## 2.5 HOUSING APPLICATION

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### Application Requirements:

- a) Must be in writing – no phone calls or notes
- b) Must be renewed on an annual basis
- c) Must be complete with current information. It is the applicant's responsibility to notify the Housing Department, in writing, of any change in address, family composition, income level or any other relevant information.
- d) Must include the completed Residency Bylaw Application if requesting permission for non-Nation members nineteen (19) or over to reside with a Nation member in the community.
- e) Must include the completed Criminal Record Check if requesting permission for non-Nation members nineteen (19) or over to reside with a Nation member in the community.

## PROCEDURE

The applicant will:

- a) Submit a written application form (available at the Housing Department). The application must be complete and shall contain the following information to enable the Nation to determine whether the applicant(s) meets the eligibility requirements for admission:
  - i. Verification of employment and all sources of income (including appropriate documentation to substantiate the determination of total family income);
  - ii. Family composition;
  - iii. Current Housing Status (own, rent, homeless);
  - iv. Current phone number (or message number);
  - v. Reason for leaving the reserve and length of time away;
  - vi. Explanation of overcrowding, if applicable;
  - vii. Special needs or circumstances (disability, elderly, expectant mother, etc.);
  - viii. State of current home (minor, major, safety & health repairs needed - through no fault of applicant);
  - ix. Residency history;

- x. Verification documents (e.g. copies of: tax returns, pay stubs, and status cards) are essential to substantiate the application and shall be made part of the record of each application along with all other documents relating to eligibility;
  - xi. The application must be signed and dated by the applicant(s); and
  - xii. Yearly updating of application.
- b) Notes or phone calls will not be considered as an application.

The Housing Department will:

- a) Assist in the application process.
- b) Notify the applicant of success or failure to acquire the unit.
- c) Advertise available units.
- d) Maintain a wait list.

## FORMS

1. Housing Application (See Appendix 5)
2. Housing Application Checklist (See Appendix 16)
3. Residency Bylaw Application (if applicable) (See Appendix 45)
4. Criminal Record Check Form (if applicable) (See Appendix 46)
5. Client Selection Assessment (See Appendix 4)

## 2.6 SPOUSAL HOUSING APPLICATION

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Two Nation Members married or living in a common law relationship, according to Provincial Law, may hold separate applications until a living unit is allocated to one of the individuals. At that time, the other individual will be removed from the priority list and both will hold an interest in the allocated living unit.

The applicants shall submit to the following background checks to determine further eligibility:

- a) Employment history;
- b) Landlord reference;
- c) Non FNFN members (significant others and roommates) shall be subject to a criminal record check and must read and sign the Residency Bylaw.

## 2.7 RENTAL HISTORY

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- a) An applicant will be disqualified from any further consideration for the Rental Program if they have an unsatisfactory rental history, which may be indicated by any of the following:
  - i. Unpaid vacated accounts left with the FNFN or any previous rental property;
  - ii. History of late rental payments;
  - iii. Prior eviction due to delinquent payments or other reasons;



- iv. Leaving any rental property in damaged condition; and
  - v. Abandonment of a living unit.
- b) The rental history of the applicant shall be obtained by the Housing Department through credit reports and / or references from previous landlords. Applicants with rental histories are required to list the names, addresses and phone numbers of previous landlords for the last three years.
- c) An applicant, who knowingly misrepresents himself / herself in an attempt to obtain housing, shall be disqualified.

## **2.8 MANDATORY HOUSING EDUCATION**

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The Housing Department will provide mandatory housing training before transferring units to individuals or families with a focus on preventative maintenance and respect for the physical structure and its systems. This helps prepare FNFN members for new responsibilities and will reduce future costs. All potential housing recipients are required to complete the housing training that includes:

- a) Review of Housing Policies and Procedures;
- b) Review of all the agreements to be signed by the applicant; and
- c) A course on basic house maintenance and repairs.

Each FNFN member shall be required to participate in, and cooperate fully, with the housing education requirements and to develop a full understanding of their financial and legal responsibilities. Failure, without good cause, to participate in all sessions may constitute a basis for disqualification from the program or a breach of their respective agreement. Each housing applicant shall be required to participate in this process, on a one time basis, and shall be required to sign the Housing Education Completion form (Appendix 14) attesting they have participated in the program and understand the requirements.

The Housing Department will:

- a) Assist the application process;
- b) Notify the applicant of success or failure to acquire the unit;
- c) Advertise available units; and
- d) Maintain a wait list (applications are kept on file for one (1) year).

## **FORMS**

1. Housing Education Completion (See Appendix 14)

## **2.9 APPLICATION DATE**

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Applications will be marked with the date and time of receipt at the FNFN Administration Office.

Priority shall be determined according to the received date of application.

## **2.10 APPLICATION ACCEPTANCE**

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Applications will only be accepted from eligible Nation Members. All applications must be complete and have all required supporting documentation.

## **2.11 VERIFICATION OF INFORMATION**

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All statements and information provided by the applicant in the application are subject to verification by the Housing Department during admission.

- a) Applicants must provide proof of their statements when requested to do so by the Housing Department.
- b) As a condition of admission or continued occupancy, the Housing Department shall require applicants and family members listed as household members 19 years of age or older to sign the Authorization for the Release of Information Form (See Appendix 15). This form will be used by the Housing Department to verify the applicant's information.

## **2.12 PRIORITY LIST FOR INDIVIDUAL UNITS**

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A priority list will only be established if the availability of lots in the community is limited. The priority list will only be maintained until new lots are developed. The Housing Department will send a letter to the individuals on the priority list when lots become available. Individuals on the priority list will have one month to choose their lots and commence construction within the current fiscal year (weather permitting). If the individual is unable to commence construction within the current fiscal year, the individual must apply for an extension to the Housing Department. The extension is limited to one year. If the individual fails to choose a lot within one month and begin construction within this time extension a letter will be sent to them stating that they are no longer on the wait list.

## **2.13 ASSIGNMENT**

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Positions on the priority list may not be assigned or transferred to another individual without prior permission from Chief and Council to do so.

## **2.14 EXCEPTIONS**

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The Nation Council can make exceptions in the following areas:

- a) An Elder, who is a Nation Member according to the Nation's Membership code, and who requires transfer to a ground level unit in exchange for an existing living unit;
- b) A Nation Member with a disability, as documented by the Nation Administration Health Department, and who requires a ground level unit may be moved forward on the list in exchange for an existing living unit; or
- c) An eligible Nation Member, according to the Nation's Membership Code, who is currently living in a unit that requires replacement.

## **2.15 PRIORITY LIST FOR FNFN HOUSING PROGRAM**

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A priorities list may be established on an annual basis by the Housing Department and confirmed by the Nation Council. The Council will review the utilization of this program on an annual basis. The current priorities are:

- a) Ability to pay the rent for the unit;
- b) Family size in relation to size of unit available;
- c) Individuals on Social Assistance;
- d) Individuals with Low Income (based on government guidelines);
- e) Individuals who lack sufficient financial resources; and
- f) The Council can modify the priority for this program on an annual basis (subject to the financial commitments of the Nation).

## **2.16 TENANT SELECTION**

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Fort Nelson First Nation has developed a Client Selection Assessment form which is used to determine the outcome of placing applicants in available rental units. This form is transparent and is used consistently. Criteria included:

- a. On-reserve residence;
- b. Current housing status;
- c. Over-crowding;
- d. Family size;
- e. Household income;
- f. Client history in care and maintaining FNFN homes;
- g. State of current home;
- h. Special needs or circumstances;
- i. FNFN membership;
- j. References;
- k. Date of Application;
- l. Financial standing,
- m. Proof of income

## **PROCEDURES**

The Housing Committee (in the absence of a Housing Committee the Housing Coordinator) will complete the selection process.

- a) Selection will be based on Client Selection Assessment form.
- b) Reference checks, both employment and landlord, will be conducted by the Housing Department.
- c) Within three (3) business days successful applicants will be telephoned and receive the first right of refusal. They shall have two (2) business days to either accept or refuse the unit. Unsuccessful applicants will be notified at the end of these five (5) business days.

## FORMS

### 1. Client Selection Assessment (See Appendix 4)

#### 2.17 RENTAL AGREEMENT

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- a) The Housing Rental Agreement is mandatory and must be signed each year, on or before the anniversary of the tenant's move-in date, by the tenant(s) who is a FNFN member or by all Nation occupants (except Dependants) if the occupants are not a family. Under CMHC guidelines, each lease for a unit cannot be for a period which exceeds twelve (12) months.
- b) If the tenant(s) fails to sign this Rental Agreement within two (2) months of the new tenancy year, the Housing Committee can terminate the Rental Agreement by providing one (1) months written notice.
- c) The Nation's Housing Coordinator has the authority to sign the Rental Agreements for the Nation.
- d) The Rental Agreement outlines tenant and Landlord rights and responsibilities and includes:
  - i. Name, address and phone number of Landlord;
  - ii. Address to be rented;
  - iii. Name of tenant(s);
  - iv. Amount of rent to be paid and the due date for payment;
  - v. Date the tenancy begins;
  - vi. Services and facilities to be provided by the Landlord;
  - vii. Special services to be supplied by the Landlord;
  - viii. Length of lease, if other than month-to-month;
  - ix. Agreements about redecorating.
- e) A copy of the signed Rental Agreement will be provided to the tenant(s) within twenty-one (21) days.
- f) Except for certain provisions specified in the Rental Agreement, either the Nation or the tenant(s) can terminate the Rental Agreement by providing one (1) months written notice, on or before the last day of the prior month's tenancy. The tenant(s) shall be liable for any expense or loss incurred by the Landlord due to the failure of the tenant(s) to vacate the premises promptly at the termination of the lease.
- g) If a married (or common law) tenant couple divorce or separate, the parent who is responsible for any FNFN member children under the age of nineteen (19) will be allowed to continue to reside in the unit. Units that become vacant for any reason will be re-allocated by the Housing Committee. In cases where the tenant dies, priority for re-allocating the living unit will go to any family FNFN member who resided with the tenant in the living unit.
- h) All rental payments must be paid in one (1) monthly payment on, or before the first day of each month, or by other special arrangements with the Housing Coordinator. If tenant(s) fail to pay rent, the Nation will go into arrears. If the Nation defaults in mortgage payments, DIAND, who guarantees the mortgage, will have to make any payments which the Nation fails to make and will have the right to use other Nation funds as reimbursement for the

money paid out against the defaulted mortgage. Tenants have a responsibility to make their payments when due and the Housing Coordinator has an obligation to follow the policy directive for defaulting in rent payments.

- i) For all rental units, the tenant failing to pay rent by the 5<sup>th</sup> day of the month, will be sent a written reminder. This letter will inform them that they must pay their rent by the date of the next Housing Committee Meeting or discuss a payment plan with the Housing Coordinator. If the tenant does not respond by the given date, they will be required to attend the Housing Committee Meeting to explain their situation. If they do not pay their rent and do not attend the Housing Committee Meeting, they are to consider this letter their first notice of eviction for the end of the following month.
- j) A Move-In / Move-Out Inspection report will be completed by the Housing Coordinator with the tenant(s). Upon Move-In a list will be compiled of required repairs that FNFN will complete for the tenant(s). Upon Move-Out a list will be compiled of all repairs the tenant(s) is responsible for. The tenant will be given a copy of both the Move-In and Move-Out inspections within 21 days of completion of the inspections.
- k) A Rental Agreement is a lawful contract. A contract can be terminated for any breach of the terms of the contract. Thus the Landlord can evict a tenant(s) who breaks the Rental Agreement.
- l) It is important for the tenant(s) to understand the terms of the Rental Agreement and follow what was agreed to so the Housing Coordinator shall explain the terms of the Rental Agreement upon signing.

## FORMS

1. Rental Agreement (See Appendix 9)

### **2.18 TENANT'S / MORTGAGORS / ELDERS RIGHTS AND RESPONSIBILITIES**

The Canadian Human Rights Act and / or the BC Human Rights Code, as applicable under Aboriginal Law, applies to all tenants / mortgagors / Elders.

The tenant(s) / mortgagor(s)/ Elder(s) responsibilities include, but are not limited to:

- a) Tenants / Mortgagors / Elders are subject to the rights, responsibilities and obligations outlined in the signed Rental / Mortgage / Elder Agreement;
- b) All queries, request for service and maintenance, damage reports, and complaints shall be made to the Housing Coordinator;
- c) The tenant / mortgagor / Elder is responsible for paying rent / mortgage on time. Rent / Mortgage payment is due and payable on the first of each month. If a tenant / mortgagor / Elder cannot make a rental / mortgage payment on time, he or she must contact the Housing Coordinator to explain his or her financial situation and to sign an Arrears Repayment Agreement. Failure to address their default Eviction / Foreclosure Notice will result in eviction [See Housing Policy Chapter 2.28 (b)];

- d) The tenant(s) / mortgagor(s) / Elder(s) is responsible for the payment of utility bills (not covered by this policy);
- e) The tenant(s)/ mortgagor(s) / Elder(s) is responsible for all content insurance (excluding included appliances);
- f) The tenant(s) / mortgagor(s) / Elder(s) must have someone inspect the premises if away for more than seventy-two hours (72) hours, during the period from April 30<sup>th</sup> to October 1<sup>st</sup>. The tenant(s) / mortgagor(s) / Elder(s) must have someone reside in the premises if away for more than twenty-four (24) hours during the period from October 1<sup>st</sup> to April 30<sup>th</sup>. The tenant / mortgagor(s) / Elder(s) must notify the Housing Coordinator prior to the tenants' / mortgagors' / Elder's absence. The tenant(s) / mortgagor(s) / Elder(s) is responsible for the repair of all damage to the dwelling while the dwelling is unoccupied or the tenant(s) / mortgagor(s) / Elder(s) is absent;
- g) Any damage caused by the neglect of the tenant(s) / mortgagor(s) / Elder(s);
- h) Vandalism to the property caused by the tenant(s) / mortgagor(s) / Elder(s) or his / her guests or family unless a report is filed with the RCMP and it is determined the tenant(s) / mortgagor(s) / Elder(s) was not at fault;
- i) Keeping the immediate grounds and yards mowed and clean. Tenant's yards are not to be used to store appliances and / or uninsured vehicles (whether in running condition or not). All hazardous materials must be stored properly. If the tenant does not attend to the unit and yard as requested, after an inspection by the Housing Coordinator or designate, the Housing Coordinator or designate has the right to clean it up and charge the tenant for doing so;
- j) Any sheds or other out buildings erected by the tenant(s) / mortgagor(s) / Elder(s) is in good repair; and
- k) Keeping both front and rear entrance ways clear of snow and other debris.

## PROCEDURES

The Housing Department will:

- a) Provide the Rental / Mortgage / Elder Agreement.
- b) Ensure the tenant / mortgagor / Elder reads it in full.
- c) Ensure the tenant / mortgagor / Elder and FNFN sign the agreement BEFORE the tenant moves in.
- d) Ensure both parties have a signed agreement.

## FORMS

1. Rental Agreement (See Appendix 9)
2. Band Held Mortgage Agreement (See Appendix 12)
3. Mortgage Document (See Appendix 8)
4. Elder's Housing Agreement (See Appendix 3)

## 2.19 RENTAL RATES

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All rental rates are set by FNFN and will depend on the various housing programs that were utilized to construct the unit. FNFN sets the rental rates to cover predetermined costs as well as general maintenance.

### PROCEDURES

Once a year, FNFN may increase the rent for the existing tenant. The Nation may only increase the rent 12 months after the date that the existing rent was established with the tenant(s) or 12 months after the date of the last legal rent increase for the tenant(s), even if there is a new tenant by way of an assignment.

FNFN must give a tenant at least 3 whole month's notice, in writing, of a rent increase. For example, if the rent is due on the first day of the month and the tenant is given notice any time in January, even January 1<sup>st</sup>, there must be 3 whole months before the rent increase begins. In this example, the months are February, March, and April, so the rent increase would begin on May 1<sup>st</sup>.

A notice sent by mail is deemed to be received on the 5<sup>th</sup> day after it was mailed. For example, a rent increase given personally to a tenant on or before January 31<sup>st</sup>, could be effective May 1<sup>st</sup>; a rent increase given by mail should be mailed on or before January 26<sup>th</sup> for the increase to be effective on May 1<sup>st</sup>.

### FORMS

1. Notice of Rent Increase (See Appendix 17)

## 2.20 PAYMENT OF RENT / MORTGAGE

---

Each tenant / mortgagor is obliged to make their payments in full on, or before, the first day of each month (or as stated in their respective agreement). Payment of rent / mortgage shall be made at the Finance Department in the Band office during normal business hours in the form of cash, cheque, money order, Interac or FNFN payroll deduction payable to Fort Nelson First Nation. NSF cheques must be replaced immediately and the writer of the NSF cheque shall be disallowed cheque writing privileges until the Housing Department determines appropriate.

### PROCEDURES

The Housing Committee will:

- a) Establish the date, time and place that rent is due.
- b) Inform all tenants of the requirement to request late payment if necessary.

## FORMS

1. Late payment request (See Appendix 18).

### 2.21 NON-PAYMENT OF RENT / MORTGAGE

---

Non-payment of rent / mortgage is not acceptable. If tenant(s) / mortgagor(s) fail to pay rent, the Nation will go into arrears. If the Nation defaults in mortgage payments, DIAND, who guarantees the mortgage, will have to make any payments which the Nation fails to make and will have the right to use other Nation funds as reimbursement for the money paid out against the defaulted mortgage. Tenants / Mortgagors have a responsibility to make their payments when due and the Housing Coordinator has an obligation to follow the policy directive for defaulting in rent / mortgage payments. If a tenant / mortgagor runs into a situation where they are not able to cover their rent / mortgage payment on, or before, the first of the month they must complete the late payment request form and forward to the Housing Department to explain the situation and ask for an extension.

A tenant / mortgagor is considered to be in arrears for the following reasons:

- a) Rent / mortgage payment is not received before the close of business hours on the first business day of the month(or as stated in their respective agreement);
- b) If a cheque is returned from their financial agency for any reason; and /or
- c) If an invoice has been mailed to the tenant / mortgagor for repairs or miscellaneous charges and these charges are not paid within thirty (30) days.

Fort Nelson First Nation will not renovate or repair any rental units of a member in arrears unless the renovation / repair is required for safety, health or handicap reasons. If extenuating economic or social circumstances provide the tenant / mortgagor with a reasonable excuse for their arrears, the FNFN may allow the tenant / mortgagor to enter into an Arrears Repayment Agreement that provides for an extended time period to repay the arrears.

## FORMS

1. Late Payment Request (See Appendix 18)
2. Arrears Repayment Agreement (See Appendix 24)

### 2.22 DEFAULT

---

All FNFN Tenants / Mortgagors are responsible for notifying the Housing Department if a rent / mortgage payment will be paid later than the respective due date.

A Nation Member is in default when:

- a) Covenants are not observed; and / or
- b) The Nation Member fails to maintain regular payments, as outlined in the Rental Agreement or Mortgage Agreement:
  - i. After two (2) months arrears, the Nation Member in question is considered to be in default.



- ii. Failure to address their default Eviction / Foreclosure Notice will result in eviction [See Housing Policy Chapter 2.28 (b)].
- iii. The Housing Department will then reallocate the living unit to the next Nation Member on the Priority List that is capable of maintaining the rental payments or an approved lender loan under the same conditions.

## FORMS

1. Mortgage Agreement (See Appendix 8)
2. Rental Agreement (See Appendix 9)
3. Ministerial Loan Guarantee (See Appendix 11)
4. Band Held Mortgage Agreement(See Appendix 12)
5. Eviction Policy (See Appendix 19)
6. Foreclosure Policy (See Appendix 20)

### 2.23 EVICTIONS / FORECLOSURES PROCESS

---

- a) Eviction / Foreclosure proceedings may be initiated against any tenant(s) / mortgagor(s) in breach of his / her obligations under the Housing Policy and / or Rental Agreement / Mortgage Agreement.
- b) The Housing Coordinator will first contact the tenant(s) / mortgagor(s) to warn him / her of the situation and to discuss a suitable correction to the problem.
- c) If the tenant(s) / mortgagor(s) in question fail to meet the Housing Policy requirements, the tenant(s) / mortgagor(s) will be asked to appear before the Housing Committee. This meeting will allow the tenant(s) / mortgagor(s) an opportunity to explain his / her situation.

### 2.24 EVICTION / FORECLOSURE CONSEQUENCES

---

Eviction / Foreclosure Procedures are expensive and time consuming for the Nation and its membership. Tenants / mortgagors must understand they are required to follow the Housing Policy if they wish to live in the Nation's housing.

A tenant / mortgagor that has been evicted for arrears will only be allowed to apply for Nation Housing after they fully repay the monies owed to the Nation or at the discretion of the Chief and Council.

A tenant / mortgagor that has been evicted from a Nation unit for breach of their Rental / Mortgage Agreement or the Housing Policy will not be allowed to apply for housing for a minimum of two years following the eviction / foreclosure or at the discretion of the Chief and Council.

The Nation Housing Coordinator will record the names of all people evicted from Nation owned properties for monies owed. These names shall remain on this list until the monies owed have

been repaid. The FNFN Housing Coordinator will also keep a record of all tenants / mortgagors who have been evicted from the Nation's housing for breach of agreement or policy with these names remaining on the list for a minimum of two years.

## PROCEDURE

The Housing Department will:

- a) Keep records.
- b) Inform the tenant with warning notifications.
- c) Implement consequences.

## FORMS

1. Rental / Mortgage Arrears Notifications (See Appendix 21)
2. Eviction Process letter (See Appendix 22)
3. Foreclosure Letter (See Appendix 23)

## 2.25 HISTORICAL RENTAL / MORTGAGE ARREARS

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### PROCEDURES

- a) The Housing Department will send a Late Payment Request, after the fifth (5th) day of the month, to any tenant / mortgagor who has not paid the current month's rent / mortgage. Copies will be retained in the client's file.
- b) Following the sending of the Late Payment Request Letter it is anticipated that the rent / mortgage payment will be forthcoming or an Arrears Repayment Agreement will have been executed between the Nation and the tenant / mortgagor. The Arrears Repayment Agreement is a document whereby the tenant / mortgagor agree to keep his / her monthly rent / mortgage current and pay a further amount towards the arrears each month.
- c) If the tenant / mortgagor is a Nation employee or contractor, the Nation may garnishee, (up to and including) twenty-five (25) percent of the tenant's / mortgagor's income, which will be applied towards their arrears.
- d) If the tenant or mortgagor is a Chief or Councilor, the Nation may garnishee (up to and including) twenty-five (25) percent of their honorariums and one-half of their mileage payments may also be applied toward the arrears.
- e) If there is an additional occupant of the home who is an employee, contractor, or member of Chief and Council the Nation may garnishee ten (10) percent of their income towards arrears.
- f) The Finance Department will accept partial payment but this will not preclude proceeding with termination of a tenancy or mortgage. If the agreement is breached, eviction proceedings will commence.
- g) Telephone calls, personal visits and discussions will be made at the discretion of the Housing Department and will also be used as collection tools.

- h) If rent / mortgage payment or payment arrangements have not been made by the 5<sup>th</sup> day of any month a reminder will be sent to the tenant / mortgagor reminding them of the required amount and the due dates.
- i) Failure to address their default Eviction / Foreclosure Notice will result in eviction [See Housing Policy Chapter 2.28 (b)].
- j) If a tenant / mortgagor has received two (2) prior 1<sup>st</sup> Eviction / Foreclosure Notices and a third 1<sup>st</sup> Notice of Eviction / Foreclosure is sent (within any twelve month period) the tenant / mortgagor will have no recourse and must vacate the unit by the date stated on the Notice.
- k) There will be a fifteen (15) day period (appeal period) that the occupant may appeal to the FNFN Executive Director to offer any justifiable grounds for the arrears. Failing the Executive Director's direction to withhold the eviction / foreclosure the Housing Coordinator will proceed with the eviction / foreclosure. The eviction / foreclosure will result in the living unit being offered to the next person on the Priority List.
- l) Any fees and / or monies expended in the process of eviction / foreclosure will be added to the tenant's / mortgagor's / Elder's account.
- m) If necessary, the tenant / mortgagor and their belongings will be physically removed and the locks will be changed. Eviction / foreclosure can take place at any time of the year.

## FORMS

1. Appeal Application (See Appendix 2)
2. Late Payment Request (See Appendix 18)
3. Arrears Repayment Agreement (See Appendix 24)

## **2.26 PROCEDURES OF ENFORCEMENT – RENTAL / MORTGAGE AGREEMENTS**

---

The Housing Department will ensure that procedures for enforcing Housing Policy are carried out when Nation Members fail to maintain regular payments as outlined in the applicable Agreements.

### **RECOVERY STRATEGY:**

- a) All tenants / mortgagors, with a Rental / Mortgage Agreement, shall receive a letter stating what their current rent / mortgage is.
- b) All occupants who are in arrears will be advised, in writing, that they must comply with the Rental / Mortgage Agreement.
- c) Each tenant / mortgagor in an arrears situation will be asked to arrange a meeting with the Housing Coordinator to review the amount of arrears and a satisfactory method of payment.
- d) After the fifth (5<sup>th</sup>) day of each month, any occupant that has not remitted their payment will be sent a letter reminding them of the required amount and the due dates.

- e) Failure to address their default Eviction / Foreclosure Notice will result in eviction [See Housing Policy Chapter 2.28 (b)].
- f) There will be a fifteen (15) day period (appeal period) that the occupant may appeal to the Executive Director to offer any justifiable grounds for the arrears. Failing the Executive Director's direction to withhold the eviction the Housing Coordinator will proceed with the eviction. The eviction will result in the living unit being offered to the next qualified person on the Priority List.

All extraordinary circumstances will be considered prior to eviction / foreclosure.

The Tenant will:

- a) Meet with the Housing Department.
- b) Arrange an affordable repayment schedule.
- c) Meet the obligations of the agreement.

## FORMS

- 1. Appeal Application (See Appendix 2)
- 2. Arrears Repayment Agreement (See Appendix 24)

## 2.27 END OF TENANCY

---

### DEFAULT

All FNFN Tenants / Mortgagors are responsible for notifying the Housing Department if a rent / mortgage payment will be paid later than the respective due date.

A Nation Member is in default when:

- a) Covenants are not **observed**; and / or
- b) The Nation Member fails to maintain regular payments, as outlined in the Rental Agreement or Mortgage Agreement:
  - i. After two (2) months arrears, the Nation Member in question is considered to be in default.
  - ii. Failure to address their default Eviction / Foreclosure Notice will result in eviction [See Housing Policy Chapter 2.28 (b)].
  - iii. The Housing Department will then reallocate the living unit to the next Nation Member on the Priority List that is capable of maintaining the rental payments or an approved lender loan under the same conditions.
- c) Non-compliance with rent payment or arrears payment arrangements.
- d) Illegal activities.
  - a) A tenant does not have to be convicted or even charged with a crime to be evicted for illegal activity. The standard of proof for ending a tenancy for illegal activity is the same

as it is for ending the tenancy for cause. It is based on a “balance of probabilities”.

Maximum notice for this breach is one month.

- e) Excessive disruptive behavior / damage.
- f) Unsanitary conditions.
- g) Refusal to remove dangerous pets or, if in a rental unit, refusal to follow the pet policy.
- h) Breach of the Rental Agreement.
- i) The Tenant has sublet the unit without the Housing Department’s consent.
- j) The tenant has abandoned the unit.

## FORMS

1. End of Tenancy Form (See Appendix 25)

### 2.28 NOTICE TO TERMINATE A TENANCY / MORTGAGE

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- a) If rent / mortgage payment or payment arrangements have not been made by the 5<sup>th</sup> day of any month a reminder will be sent to the tenant / mortgagor reminding them of the required amount and the due dates.
- b) If that month’s rent / mortgage has not been paid in full (and the tenant / mortgagor has not met with the Housing Coordinator to sign an Arrears Repayment Agreement) and the next month’s rent or mortgage payment is not received by the FNFN Financial Department prior to the 5<sup>th</sup> of that month a 1<sup>st</sup> Eviction / Foreclosure Notice will be sent with a vacate date of the end of the following month. If payment (in full) or an Arrears Repayment Agreement has not been signed by the 20<sup>th</sup> of the second month a 2<sup>nd</sup> Eviction / Foreclosure Notice will be sent with a vacate date of the end of the following month. If an Arrears Repayment Agreement still has not been completed by the tenant / mortgagor prior to the first of the third (3) month a 3<sup>rd</sup> and final Notice of Eviction / Foreclosure to pay the arrears and vacate the premise will be Hand Delivered with the end of that month (3<sup>rd</sup> month) as the vacate date.

EXAMPLE	
DATE	TIME LINES
01 January	Rent / Mortgage Payment Due
05 January	Late Payment Reminder / Demand Letter Sent
01 February	Rent / Mortgage Payment Due
05 February	1 <sup>st</sup> Eviction / Foreclosure Notice Sent
20 February	2nd Eviction / Foreclosure Notice Sent
01 March	Rent / Mortgage Payment Due
01 March	3 <sup>rd</sup> and Final Eviction / Foreclosure Notice Sent (Must vacate by end of March)

- c) If a tenant / mortgagor has received two (2) prior 1<sup>st</sup> Eviction / Foreclosure Notices and a third 1<sup>st</sup> Notice of Eviction / Foreclosure is sent (within any twelve month period) the tenant / mortgagor will have no recourse and must vacate the unit by the date stated on the Notice.
- d) There will be a fifteen (15) day period (appeal period) that the occupant may appeal to the FNFN Executive Director to offer any justifiable grounds for the arrears. Failing the Executive Director's direction to withhold the eviction / foreclosure the Housing Coordinator will proceed with the eviction / foreclosure. The eviction / foreclosure will result in the living unit being offered to the next person on the Priority List.
- e) Any fees and / or monies expended in the process of eviction / foreclosure will be added to the tenant's / mortgagor's account.
- f) If necessary, the tenant / mortgagor and their belongings will be physically removed and the locks will be changed. Eviction / foreclosure can take place at any time of the year.

All extraordinary circumstances will be considered prior to eviction / foreclosure.

## 2.29 SERVICE OF NOTICES

---

- a) All Notices shall be served by:
  - i. The notice shall be personally served to the addressee or to any adult residing in the unit, or if such is not possible after two (2) failed attempts;
  - ii. Affixed to tenant's / mortgagor's unit main front door; or
  - iii. Mailed to the addressee's last known address.
- b) Where the notice is served in person, it may be served anywhere the addressee is found, including the addressee's place of employment (if such is allowed by the employer) and any other public place. If the addressee is being represented by legal counsel the notice may be served to the counsel either in person or by mail.

All notices sent by mail shall be deemed to have been received by the addressee five (5) days from the postage date.

All notices affixed to a tenant's / mortgagor's door shall be deemed to have been received by the addressee five (5) days from the date the notice was attached to the door.

The Housing Department will:

- a) Document the reasons for End of Tenancy / Foreclosure.
- b) Inform the tenant / mortgagor of the reasons for End of Tenancy / Foreclosure.
- c) Notify the tenant / mortgagor of End of Tenancy / Foreclosure and the actions of FNFN.
- d) Advise the tenant of any dispute mechanisms FNFN has in place.

## FORMS

1. End of Tenancy (See Appendix 25)
2. Eviction Process Letter (See Appendix 22)

3. Foreclosure Letter (See Appendix 23)

### **2.30 DAMAGE DEPOSIT**

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The Damage Deposit on each Fort Nelson First Nation Rental Unit shall equal one-half of one month's rent.

#### **PROCEDURES**

The Housing Department will:

- a) Calculate the Damage Deposit based on one-half of one month's rent for each particular unit. For example, rent is \$400.00 per month then the damage deposit would be \$200.00.
- b) Require the Damage Deposit to be paid prior to occupancy (unless there are extenuating circumstances).
- c) The damage deposit is held in an account and will only be utilized when the tenant vacates the property and there are damages to the unit that the tenant is responsible for. The damage deposit will not ever be used to cover repairs while the tenant is continuing to occupy the unit.

#### **FORMS**

1. Rental Agreement (See Appendix 9)

### **2.31 SUBLETTING**

---

The Housing Coordinator will give approval for an Extended Absence Agreement only if the tenant is going to be absent on a temporary basis for a reason deemed acceptable by the Nation Council. The tenant will not assign or let the rented premise, including any additions to the living unit, without the prior written consent of the Nation Council, and such consent shall not be unreasonably withheld.

The Housing Department shall not approve a sub-lease agreement to anyone who is not a Nation Member (according to the Nation's Membership Code) without Chief and Council's prior approval.

#### **PROCEDURE**

The tenant will:

- a) The tenant shall apply, in writing, to the Housing Department for approval of the agreement; and
- b) The tenant must ensure that the sublessee enters into a Temporary Allocation Agreement prior to the sublessee taking possession of the living unit. The tenant shall provide the

Housing Department with a copy of the Temporary Allocation Agreement and it will be filed in the individual house file.

- c) The Nation Council will not approve the sub-lease unless the prospective sublessee meets those requirements as the Housing Department (in their discretion) may establish. In particular, the Housing Department will require that a prospective sublessee provide the prospective Landlord with
  - i. Proof of financial credibility; and
  - ii. If he / she were a previous participant in Nation Housing have a good record with regard to the monthly payments, maintenance, and care of living units.
- d) All sublessees will be required to pay a damage deposit to the tenant (Landlord) at the time they enter into a Temporary Allocation Agreement. The damage deposit will be equivalent to half of the established monthly rent.
- e) The tenant (Landlord) will also collect a Pet Damage Deposit, if applicable, equivalent to half of the established monthly rent.
- f) If the Housing Department discovers an unauthorized agreement, the Housing Department shall take the following action:
  - i. Evict the sublessee on two (2) weeks' notice; or
  - ii. The Nation Council may enter into a Rental Agreement with the unauthorized sublessee within fourteen (14) days of the discovery of the unauthorized agreement. Such an agreement shall not be entered into unless the original tenant pays a penalty of \$100.00.

The Housing Department will:

- a) State sublet requirements and stipulations.

## FORMS

- 1. Extended Absence Agreement (See Appendix 26)
- 2. Temporary Allocation Agreement (See Appendix 27)

## 2.32 INSPECTIONS

---

The Housing Department will thoroughly inspect each Nation owned rental unit and all Elders' Units to ascertain the condition of the units and determine what maintenance is required by the First Nation during the upcoming fiscal year. To ensure that this information is available to Chief and Council for budget preparation, these inspections will be completed by November 30<sup>th</sup> each year.

- a) A detailed report together with costs will be prepared for Chief and Council and the Housing Committee. Council will allocate resources for repairs and maintenance based on the following:
  - i. Health and safety issues.
  - ii. That the repair required is in fact the responsibility of the First Nation.
  - iii. The frequency of repairs to the house.
  - iv. The availability of resources to complete the work.



- b) A Move-In / Move-Out inspection and written report will also be done when tenants move into, or out of a living unit.

## PROCEDURES

The Housing Department will conduct:

- a) Annual inspections (to be completed prior to November 30<sup>th</sup> of each year).
- b) Upon Vacancy
- c) Emergency Inspections
- d) Set an agreeable time for the householder and inspector.
- e) Give notice:
  - i. Minimum of twenty-four (24) hours for annual inspections.
  - ii. Twenty-four (24) hours for ad hoc inspections
  - iii. Without notice if the Housing Department has good reason to believe the well-being of the tenant or the housing unit is at risk.
- f) Submit an inspection report to the tenant no longer than thirty (30) days after the inspection.

## FORMS

1. Housing Inspection Report (See Appendix 28)
2. Move In / Move Out Condition Inspection Report See Appendix 10)

## 2.33 SERVICES

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Fort Nelson First Nation covers the costs for the following municipal type services:

- a) Garbage pickup;
- b) Water;
- c) Sewer ; and
- d) Snow Removal in driveways and on roofs (rental and elder units) as required.

## PROCEDURES

The Housing Department will:

- a) Inform tenants of which services are their responsibility.

## 2.34 LOCKS AND ENTRY

---

The Housing Department will keep a minimum of one set of keys for each rental / Elder unit. If a tenant /elder has the locks changed for any reason it is their responsibility to immediately provide a key for the new lock to the Housing Department.

## PROCEDURES

The Housing Department will:

- a) Not enter the unit without the consent of the tenant, with the exception of an emergency situation. In this case, access may be gained at any time. Emergency is defined as a fire, flood, or other Acts of God, a medical emergency involving the tenant(s), or a situation within the building structure which involves the health and / or safety of anyone in the unit;
- b) Notwithstanding subparagraph a, have reasonable access with minimum twenty-four (24) hours notice.
- c) Keep a separate set of keys locked in the office.
- d) Reasons for entry:
  - i. At any time, provided the tenant/ mortgagor allows entry (or with 24 hours notice);
  - ii. The tenant/ mortgagor has abandoned the unit; and
  - iii. The landlord / mortgagee may inspect the unit monthly.

### 2.35 DAMAGE / VANDALISM

---

Fort Nelson First Nation is not, in any way, responsible for damage or vandalism in any unit. The Nation will not pay the costs of repairing damages to a living unit caused by the actions of the tenant(s) or occupants, or their guests.

Repairs and maintenance must meet appropriate building and trade standards. Construction work must meet the British Columbia Building Code of Standards. Before repair work is performed or contracted out, it must be ensured that the party making the repairs will meet the required standards. A contractor not meeting standards shall be replaced.

Tenants will receive one written warning requiring them to repair the damage caused by them or their guests. A second offence is an automatic eviction.

## PROCEDURES

The Tenant will:

- a) Report any damage or vandalism to the Housing Department immediately.
- b) Report all vandalism to the police and notify the Housing Department of the police file number.
- c) Be responsible for any damage that occurs on a rental unit.

The Housing Department will:

- a) If the police investigation reveals vandalism as the cause of damage, the Nation will make the repairs and assume the cost of the damage repair. No insurance policies are available which cover vandalism on the residential property located on a reserve or on land set aside for Native use.
- b) If damages pose a health or safety threat and the tenant(s) refuse to make repairs, the Nation will have the repairs made and bill the tenant(s) for costs. The repair costs will be

due and payable within thirty (30) days of the invoice date. The Housing Committee may choose to take the tenant(s) to Small Claims Court to collect the damage costs. All instances of damages will be recorded in the tenant's file and remain on record indefinitely.

## **2.36 INSURANCE**

---

Nation Member Homeowners are responsible for purchasing insurance on their own dwelling and contents.

Units that have a Band Held Mortgage must carry adequate insurance and the policy must list FNFN as the first loss payee. Units that are mortgaged through another agency must carry adequate insurance and the policy must list the mortgage agency as the first loss payee and include FNFN as the second loss payee if either the INAC Subsidy or the FNFN Lot Service Subsidy were applied to the unit.

If the unit is mortgaged, whether through FNFN or another vendor, a copy of the insurance policy must be supplied to the FNFN Housing Department yearly upon renewal.

### **2.36.1 FNFN OWNED RENTAL UNITS AND ELDER UNITS**

All FNFN owned rental units and elder units in the community are insured for fire by FNFN. The rental unit insurance also covers FNFN owned appliances and the elder insurance covers up to a maximum of \$30,000 content insurance with the elder being responsible for additional insurance as required.

Content and personal loss coverage (except as stated above) must be purchased by the tenant or elder.

### **2.36.2 MINISTERIAL GUARANTEED MORTGAGES / BAND HELD MORTGAGES / MINISTERIAL GUARANTEED RENOVATIONS/ ALLOCATEES**

For a Nation Member with a Ministerial Guaranteed Mortgage, Band Held Mortgage, Ministerial Guaranteed Renovation, Home Owner (that utilized the INAC subsidy of \$34,249 and / or the Nation subsidy of \$10,000), or an Allocattee he / she must provide proof of insurance on the living unit to the Nation. The name of the lending agency must be listed as the "First Loss Payee" so that the Lender and / or Nation will not be left to pay the remaining Mortgage loan should a loss occur. If the lending agency is other than FNFN and the mortgagor utilized either the INAC Subsidy (\$34,249.00) or the FNFN Lot Servicing Subsidy (\$10,000.00) the mortgagor is required to list FNFN as the "Second Loss Payee". Also, if one or both of the subsidies were utilized for the purchase of the unit Fort Nelson First Nation must be listed as "First Loss Payee" on the insurance policy. The balance of the insurance claim [above the remaining mortgage and subsidy(ies)] must then be applied to the owner's new housing within the community.

If yearly proof of insurance coverage is not provided to the Housing Department the Nation will secure the insurance on the unit with the costs being charged back to the mortgagor. These

insurance costs will then accrue interest at the rate of ten (10) percent per annum, calculated semi-annually.

## PROCEDURES

Fort Nelson First Nation will:

- a) Guarantee the rental or elder unit has basic fire insurance. The Housing Department arranges and pays for the insurance coverage (including appliances that were included with the rental unit). Content insurance for elder units to a maximum of \$30,000 is also paid by the Housing Department. This insurance is a package insurance to minimize costs.
- b) Pay the deductible upon an insurance claim for rental and elder units.
- c) Be the recipient of the insurance settlement. All money received from the claim must be reinvested in new housing within the community.
- d) Conduct the renovations / rebuild.

The tenant or elder will:

- a) Purchase personal loss and / or content insurance if desired. The Nation is not responsible for any personal belongings that are damaged or stolen.
- b) Be the recipient of the personal loss and / or content insurance settlement.

The homeowner will:

- a) Purchase sufficient insurance to at least cover all outstanding debt on housing unit and list the lending agency as "First Loss Payee" with FNFN listed as "Second Loss Payee" if either INAC or FNFN Subsidies were utilized in the purchase of the unit.

### 2.37 MAINTENANCE / YARD UPKEEP

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The following processes and procedures apply for any repairs or renovations made to living units:

- a) Generally, costs for repairs and renovations are the responsibility of the allocattee / owner;
- b) The FNFN Housing Program includes provisions for maintenance on all rental and Elder units. Allocattees, Individual Loan, and Certificate of Ownership occupants (owners) are responsible for all costs not covered by CMHC / INAC subsidies.
- c) Rental Agreement and sub-lease occupants (tenants) will be expected to follow the Rental Agreement and:
  - i. Keep the premises in good repair, reasonable wear and tear excepted; and
  - ii. Maintain the grounds surrounding the premises in a neat and tidy condition and not remove or damage any trees or shrubs on Nation lands.

- d) For Rental and Elder units the following Furnishings and Equipment will be supplied: Stove and stove hood fan, fridge, washer, dryer, hot water tank, and furnace. The Housing Department will maintain the equipment during the period of their occupancy.
- e) Tenants are not allowed to store inoperable vehicles or appliances on their rental property for more than two (2) months. Failure to remove such items will be cause for eviction.
  - i. Tenants will receive a written warning asking them to remove such items from the property by a certain date.

### **2.38 MAINTENANCE PROGRAM**

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It is the responsibility of the allocattee / owner to perform the maintenance on their home. Damage done by the allocattee / home owner or their guest(s) will be rectified by the allocattee / home owner.

Currently, maintenance is provided on the rental and elder units as an informal “as needed” service. Occupants often wait until a situation has reached a ‘crisis’ before the Housing Department is notified, resulting in a more expensive and extensive remedy than if a preventative Maintenance Program were in place.

The Housing Department will develop the terms of reference for implementing a rental and elder unit Maintenance Program linked to an Inspection regime whereby:

- a) Housing Inventory files will be used to track the maintenance and inspection records for each living unit. An electronic data base will be created alongside hardcopy Housing Inventory files.
- b) Housing Electronic Data Base will include sub-files for:
  - i. Fire Safety and other Building Code related issues;
  - ii. Maintenance tasks and follow-up schedule; and
  - iii. Alterations that need to be inspected.
- c) Maintenance staff will be involved in the management of a Renovation Program, as a third-party, providing advice to occupants.
- d) Each living unit will be given a Unit Condition Rating to determine the scope of repairs required.
- e) Inspections will occur annually, or as deemed necessary by the Housing Department.
- f) A minimum of twenty-four (24) hours notice will be given for Maintenance or Inspection visits.

### **2.39 PRIORITY FOR MAINTENANCE AND REPAIRS**

---

As part of an ongoing Maintenance Program, the Housing Committee will determine the scope of work to be undertaken in a given year. The priority for maintenance and repair work will be determined according to available funding and the following order of priorities:

- a) Elders – will have the highest priority, depending on needs, on their first application for funding;

- b) Handicapped Members – depending on their needs, as documented by the Nation Administration Health Department, will be given preference on their first application for funding;
- c) Need, as determined by the Housing Committee; and
- d) Date of application.

Maintenance includes any repairs and renovations needed to restore a living unit to an acceptable condition. Fort Nelson First Nation must maintain the rental / Elder units in a reasonable state of repair, suitable for occupation by a tenant / Elder. The Nation must comply with health, safety and housing standards required by law. The allocattee / owner is responsible for the maintenance / yard upkeep of their own unit.

Repairs and maintenance must meet appropriate building and trade standards. Construction work must, at minimum, meet the National Building Code Standards. Before repair work is performed or contracted out, it must be ensured that the party making the repairs will meet the required standards. A contractor not meeting standards shall be replaced.

The tenant must maintain reasonable cleanliness and sanitary standards throughout the rental unit. The tenant must take the necessary steps to repair damages to the rental unit caused by actions or neglect of the tenant and / or guests on the rental unit. The tenant is not responsible for reasonable wear and tear to the housing unit.

The tenant is responsible for:

- a) House Cleaning:
  - Vacuuming and Cleaning Carpets.
  - Sweeping and Cleaning Floors.
  - Window Cleaning.
  - Wiping up moisture.
  - Cleaning Appliances.
  - Cleaning Cupboards.
  - Cleaning Bathrooms.
  - Cleaning up after pets.
  - Cleaning Walls.
- b) Garbage removal.
- c) Recycling.
- d) Yard clean up.
- e) Snow removal on areas other than driveways and roofs.
- f) Trees or shrub removal must be approved by the Housing Department.

FNFN is responsible for:

- a) Repainting interior and exterior (normal wear and tear).
- b) Snow removal from driveways and roofs as required.

Tenants will:

- a) Notify housing of maintenance required.

The Housing Department will:

- a) Complete a Service Request form and fax to the Capital Works Department for completion.
- b) Receive the completed Service Request from Capital Works.
- c) File completed Service Request in tenant's file.

The Capital Works Department will:

- a) In a timely manner, complete the work on the Service Request and fax the completed Request form back to the Housing Department upon completion.

## **FORMS**

1. Service Request form (See Appendix 29)

### **2.40 RENTAL RENOVATIONS / IMPROVEMENTS**

---

Renovations / improvements are changes that affect the original design of the living unit, including any additions on the property. All renovations / improvements to rental units and property are the responsibility of FNFN and as such will be completed under the Housing Department's direction. It is a general policy that occupants will not make, or permit to be made, any alteration or addition to the premises without first submitting a plan or a sufficient specification to the Housing Department and obtaining written prior approval.

Changes to any rental units or property are required to meet the following standards;

- a) Meet the more stringent of two building codes – National Building Code or BC Building Code (NBC/BCBC).

### **2.41 ALLOCATTEE / HOMEOWNER / ELDER RENOVATIONS / IMPROVEMENTS**

---

The Housing Department staff will assist in the application process for funding for allocattees / homeowners / elders to undertake minor and major renovations provided they meet the requirements as called for by the funding agency. It is their responsibility to provide the information as requested by the funding agency. Once the project has been approved and the cost of the renovation is estimated, the allocattee / homeowner / Elder will provide a "Cash Security" for costs above the expected funding from the funding agency plus a 15% contingency.

### **2.42 ALLOCATTEE / HOMEOWNER MAINTENANCE**

---

The allocattee / homeowner / will be responsible for the maintenance of their unit. For rental and Elder units, the Nation will provide the maintenance as outlined in the Maintenance Responsibilities.

## PROCEDURES

The tenant / Elder will:

- a) Request a renovation.
- b) Tenants / Elders wishing to improve Nation owned rental units which they occupy will have to do so at their own expense. In some cases, the Nation may supply necessary materials and supplies free of charge. Alterations and home improvements shall not be made without first obtaining written permission from the Housing Committee.
- c) The tenant(s) / Elder(s) may remove any addition, fences, etc. which they installed upon vacating the premises, provided that such improvements were done entirely at the tenant's / Elder's expense and provided that the tenant(s) / Elder(s) leaves the premises in the same, or better, condition that it was in when he / she took possession.
- d) Whether the Housing Department has consented to the improvement / renovation, or not, the occupant shall:
  - i. At the occupant's expense, repair all damage done to the building by the alteration or addition;
  - ii. Immediately remove the alteration or addition when required to do so by the Housing Department; and
  - iii. Throughout the period when the alteration or addition is being constructed, in place, or in the course of being removed indemnify the Housing Department and other occupants from all liability for damage to persons and property arising from or in connection with the alteration or addition.

The Housing Department will:

- a) Conduct an inspection and assess the need for a renovation.
- b) Add the unit to a renovation list.
- c) Administer / conduct the renovation when the funds become available.
- d) In the case of infractions the Housing Coordinator (or designate) will arrange to meet directly with the occupant.

## FORMS

1. Maintenance Responsibilities (See Appendix 30)
2. Renovation Request Form (See Appendix 31).
3. Housing Inspection Report.

### 2.43 ABANDONED UNITS

---

A living unit that is not occupied for two (2) weeks or longer will be considered abandoned.



## PROCEDURES

The Housing Department will:

- a) Serve the tenant(s) with a Notice to Terminate the Rental Agreement (whether the absentee tenant receives it or not).
- b) Remove the tenant's household effects.
- c) Store household effects for a maximum of ninety (90). All costs incurred for moving and storage will be the responsibility of the tenant. Failure to claim these items by the end of the ninety (90) day period will result in disposal of said items with costs being the responsibility of the tenant(s).
- d) Any and all costs for damages that occur to the unit will be considered tenant(s) neglect and charged back to their account.

## CHAPTER 3 PRIVATELY OWNED HOUSING UNITS

### 3.1 HOME OWNERSHIP

---

In accordance with this policy Fort Nelson First Nation members have the option of purchasing existing living units or applying for new construction, if serviced lots are available, in the community however they are limited to owning or having possession of one unit per person (minimum age 19 years).

Home ownership does not mean land ownership. Certificates of Possession will never be considered as an option by the Fort Nelson First Nation.

All Nation members that wish to enter into a Home Ownership Agreement with the Nation must commit to residing in the unit, on a full-time basis, within a year of purchase.

Fort Nelson First Nation Staff must administer all housing projects. All potential home owners will make a formal written application to the Housing Department outlining their intent to construct a house within six (6) months.

Home Ownership Criteria:

- a) Be a Nation Member in accordance with the Nation's Membership Code;
- b) Must be entitled to reside in the community in accordance with current residency requirements;
- c) Must not have a housing unit in the FNFN community. If he / she had a unit on the Fort Nelson First Nation reservation proof must be provided that he / she has disposed of his / her interest in such holdings before being allocated a unit. These conditions apply equally to both spouses, regardless of the ancestry of the non-Nation spouse. A Nation Member will not be eligible for more than one housing unit and / or lot with the exception being during the construction period of their new unit;
- d) Must commit to occupy the living unit on a continuous basis;
- e) Must agree to comply with all requirements of the Housing Policy and / or the Mortgage agreement with respect to maintenance of the living unit, insurance, and payment of any mortgage / loan and not be in default or have any outstanding arrears with the Nation;
- f) Applicants must be members in good financial standing with FNFN. If they have outstanding debts owing to FNFN and they have been making consistent payments for a minimum of six (6) consecutive months prior to application Chief and Council may recommend (dependent on circumstances) they be eligible for a housing unit;
- g) FNFN members desiring housing on the Fort Nelson First Nation reserve must be nineteen (19) years or older and / or be the custodial parent / guardian of a child who is a FNFN member. The housing applicant shall complete a written Housing Application with the assistance of the Housing Coordinator. The Housing Coordinator shall submit all applications to the Housing Committee for decisions regarding the allotment of living units;
- h) A Nation member who sells the equity in their home will be subject to the following, dependent on if the home remains on the lot:

- i. Sold to FNFN member and unit is not being moved off of the reservation the sales price will not include either the \$34,249.00 housing subsidy or the \$10,000.00 site preparation costs (if this cost was originally applied for the infrastructure costs), or
  - ii. Sold to a Nation or non Nation member and the unit is moved off of the reserve the \$34,249.00 and the \$10,000.00 site preparation costs (if this cost was originally applied for the infrastructure costs) must be repaid to the Fort Nelson First Nation.
- i) The Nation member must also reimburse the Nation for other financial housing support received before they become eligible for a new living unit. Nation Members then become eligible for new housing (in accordance with current priorities);
  - j) Applicants must not have been evicted from FNFN housing within the prior five (5) year period to application date however, at Chief and Council's discretion, it may be recommended they become eligible sooner;
  - k) The units will be allotted based on the Client Selection Assessment. In some extreme cases applicants can be considered for needs-based allocations. Situations in which the Housing Committee shall consider a needs-based application are:
    - i. Life threatening;
    - ii. Domestic violence;
    - iii. Over-crowding;
    - iv. Health and Safety issues;
    - v. Serious medical conditions;
    - vi. Sudden Homelessness; and / or
    - vii. Family re-unification.
  - l) The Housing Committee shall inform the Housing Coordinator of their decision and he/ she will offer, in writing, the unit to the selected mortgagor(s) and an agreement will be prepared outlining the roles and responsibilities of Fort Nelson First Nation and the mortgagor(s) as outlined in this policy;
  - m) Probation will be considered a length of six (6) months. During this time, the Housing Policy and Mortgage Agreement must be strictly adhered to. Failure to comply with the Policy and Agreement may result in immediate foreclosure with one (1) months written notice;
  - n) Copies of all receipts for payments applied to mortgages must be supplied to the Housing Department on a monthly basis. If a Mortgagor defaults on these payments and FNFN assumes the mortgage additional expenses will / may be charged to the Mortgagor's account to cover all costs of the transfer of the Mortgage.; and
  - o) The Housing Department will issue written notice of arrears for late mortgage payments and written warnings for violations of the Housing Policy and Mortgage Agreement.

## FORMS

1. Home Ownership Agreement (See Appendix 32)
2. Housing Application (See Appendix 5)
3. Mortgage Agreement See Appendix 8)
4. Maintenance Responsibilities (See Appendix 30)
5. Client Selection Assessment (See Appendix 4)

## 3.2 APPLICATION TO BUILD

---

Nation members must fill out a Housing Application form to build a privately owned living unit and submit a building plan, budget (with proof of available finances) and schedule. All recipients of assistance for new housing projects shall be required to enter into a Promissory Note agreement with the Nation Council prior to project start-up. The agreement shall be in the form as approved by Council, and shall include a provision that the recipient of the subsidy is responsible for insuring the unit with the financial agency of record and Fort Nelson First Nation listed as First Loss Payees.

All applications must be submitted to the Housing Department:

### PROCEDURES

The applicant must:

- a) Submit completed Housing Application to the Housing Department, including:
  - i. The lot description of an unencumbered serviced lot;
  - ii. A unit plan;
  - iii. Specifications for the unit;
  - iv. Cost of Construction of the unit (including the services from the property line to the unit) and start date for construction; and
  - v. Method of financing the unit and the cost controls for the construction.
- b) Applicant must attend a public meeting and request construction approval from the community;
- c) If the financing of the house involves borrowing funds, the homeowner will:
  - i. Complete and sign the forms necessary for a Ministerial Guarantee including the "Undertaking" and "Affidavit";
  - ii. Obtain a Letter of Intent from the Lender; or if the Lender is using a different process for securing their loan, the home owner will provide a letter from the Lender confirming their qualification for a loan and the Lender's requirements for security; and
  - iii. If the project is funded with money from a financial agency and / or the Fort Nelson First Nation the homeowner will make a statement, at a duly convened Community Meeting, to the commitment to keep the loan payments current, their understanding of the involvement in the maintenance of a home, and affirm that they will abide by the Nation Housing Policy and amendments. They will also be required to read the Promissory Note to the attendees of the public meeting at this time.

The Housing Department will:

- a) Request the Land Encumbrance Check from INAC.
- b) Prepare the Ministerial Loan Guarantee, Band Council Resolution, Band Council Resolution Addendum and Promissory Note (if required).
- c) Prepare the Management Plan and the Environmental Screening Report.

- d) Submit the Management Plan requesting the housing subsidy from the Department of Indian Affairs.
  - i. If the unit is totally funded by applicant the applicant must have received the Occupancy Permit and have moved into the unit prior to the subsidy being transferred to them.
- e) If required, prepare the Band Held Mortgage Document and Promissory Note.

## **FORMS**

1. Housing Application (See Appendix 5)
2. Land Encumbrance Check (See Appendix 36)
3. Ministerial Loan Guarantee (See Appendix 11)
4. Band Council Resolution (See Appendix 33)
5. Band Council Resolution Addendum (See Appendix 34)
6. Management Plan (See Appendix 35)
7. Band Held Mortgage Agreement (See Appendix 12)
8. Promissory Note (See Appendix 13)

## **3.3 TRANSFER OF OWNERSHIP**

---

Transfer of ownership of a housing unit requires a new Homeownership Agreement registered in the Housing Department. New homeowners must meet Housing Policy guidelines (Fort Nelson First Nation members, etc.).

## **PROCEDURES**

Homebuyers must:

- a) Be eligible and qualify in the same way as the original owner had.

Fort Nelson First Nation will:

- a) Not take part in the financial negotiations and transactions between the two parties.

## **FORMS**

1. Home Ownership Agreement (See Appendix 32)

### 3.4 MAINTENANCE / YARD UPKEEP

---

Homeowners are responsible for maintaining their own privately-owned housing units. Yard and driveways must be maintained.

Community policies will apply in regard to pets, garbage and public health.

#### PROCEDURES

The Housing Department is not responsible for any maintenance for privately-owned houses.

#### FORMS

1. Maintenance Responsibilities (See Appendix 30)

### 3.5 INSURANCE

---

Homeowners must purchase adequate house insurance to cover the unit should a total loss occur. If the unit has a mortgage the insurance policy must list the financial agency as “First Loss Payee” and Fort Nelson First Nation (if subsidies were utilized for the purchase of the unit) as “Second Loss Payee”. If there is not an outstanding mortgage on the unit and the subsidies were utilized for the purchase of the unit then the homeowner is still required to insure the property and list Fort Nelson First Nation as “First Loss Payee”. Proof of purchase must be provided to the Housing Department within thirty (30) days of purchase.

#### PROCEDURES

The homeowner will:

- a) Purchase fire insurance and provide a copy of policy to the Housing Department within thirty (30) days of purchase;
- b) If the unit has a mortgage the insurance policy must list the financial agency as “First Loss Payee” and Fort Nelson First Nation (if INAC subsidy of \$34,249 and / or FNFN subsidy of \$10,000 were utilized for the purchase of the unit) as “Second Loss Payee”.
- c) Purchase content coverage if so desired;
- d) In the case of a claim, receive the insurance settlement [minus outstanding debt if 3.5 (b) is applicable]; and
- e) Be responsible for replacing or repairing the house.
- f) Members who have lost a house to fire and did not have adequate insurance coverage will not qualify for a housing subsidy if they have received any kind of housing subsidy in the past.

## CHAPTER 4 CONSTRUCTION

### 4.1 LOT ALLOCATION PROCEDURES FOR NEW HOUSING UNITS

---

All applicants for lots must meet the eligibility requirements listed in Chapter 2.1 and have the financial ability to begin construction within 6 months. The applicant cannot be in possession of other housing lots and / or units on the Fort Nelson First Nation reserve with the exception being during the construction period of their new unit.

If the applicant is unable to commence construction within the fiscal year they are awarded the lot, the applicant must apply (in writing) for an extension to the Housing Department. The extension is limited to one year.

### 4.2 LIMITATION ON LOT ALLOCATIONS

---

- a) All lots are to be surveyed;
- b) All lots must be unencumbered [a lot with a perceived interest (see Chapter 4.1) will not be allocated];
- c) All lots are to be currently serviced: sewer, water, hydro and road however, if an applicant wishes to construct on a lot that is not serviced, they will be responsible for all associated costs to supply the necessary services to the unit and they will not be eligible for the INAC subsidy (currently \$34,249.00);
- d) Nation has the right to refuse a lot allocation; and
- e) When the availability of lots is limited a priority process will be announced to the community.

### 4.3 CONSTRUCTION REQUIREMENTS

---

Homeowners may contract their own builder and manage their own construction however Fort Nelson First Nation Housing Staff must administer all housing projects.

FNFN members wishing to build on the reserve must submit a housing application to the Housing Department outlining their intent to construct a house within six (6) months. The application will include the following:

- b) A site plan (the lot description of an unencumbered serviced lot);
- c) Construction drawings and specifications for each housing unit;
- d) Name of builder and warranty number where applicable;
- e) Construction schedule (including the services from the property line to the unit) and cash flow schedule;
- f) Cost breakdown for all components of construction and copies of proposed contracts;
- g) Method of financing the unit;

- h) Permits for well, septic, electrical, gas and plumbing as applicable; and,
- i) Confirmation of fire insurance coverage during construction.
- j) Applicant must attend a public meeting and request construction approval from the community;
- k) If the financing of the house involves borrowing funds, the home owner will:
  - i. Complete and sign the forms necessary for a Ministerial Guarantee including the “Undertaking” and “Affidavit”.
  - ii. Obtain a Letter of Intent from the Lender; or if the Lender is using a different process for securing their loan, the home owner will provide a letter from the Lender confirming their qualification for a loan and the Lender’s requirements for security.
- f) A statement to the community (“Promissory Note”) regarding their commitment to keep the loan payments current, the understanding of the involvement in the maintenance of a home, inspection for the construction of the housing unit and a statement that they will abide by the Nation Housing Policy and amendments.

Upon receipt of the above information and prior to construction, the Housing Department will submit a project brief requesting the housing subsidy from the Department of Indian Affairs.

If the unit is totally funded by applicant the applicant must have received the Occupancy Permit and have moved into the unit prior to the subsidy being transferred to them.

## PROCEDURES

All construction on the reserve must follow the construction regulations:

- a) All British Columbia codes and industry standards are applicable to the construction of units and all units are to be built to the current British Columbia Building Code as a minimum;
- b) All housing construction projects are to commence before June 1<sup>st</sup>;
- c) Must be inspected at specified intervals by a qualified housing inspector.
- d) Must have all required paperwork approved by Housing Department;
- e) Must have workers covered by Work Safe BC; and
- f) All construction sites must be covered by construction insurance.

## FORMS

1. Housing Application (See Appendix 5)
2. Ministerial Loan Guarantee (See Appendix 11)
3. Band Council Resolution (See Appendix 33)
4. Band Council Resolution Addendum (See Appendix 34)
5. Promissory Note (See Appendix 13)
6. Maintenance Responsibilities (See Appendix 30)



## 4.4 INSPECTIONS

---

Private home construction must use an approved inspector and file inspection reports with the Housing Department.

All British Columbia codes and industry standards are applicable to the construction of units and all units are to be built to the current British Columbia Building Code as a minimum. All housing construction projects are to commence before June 1<sup>st</sup>.

### PROCEDURES

The following inspections by a qualified inspector are mandatory and must be submitted to the Housing Department:

- a) Site inspection. Confirmation that the house plan is suitable for the lot;
- b) Inspection of the footings before concrete is poured;
- c) Framing;
- d) Vapor barrier and insulation;
- e) Plumbing;
- f) Electrical;
- g) Heating and ventilation; and
- h) Final Inspection and Occupancy.

The builder must correct any infractions before construction proceeds.

The Housing Department may close down the construction site if inspections are not submitted or infractions are not corrected.

### FORMS

1. Inspection forms as provided by the inspector.

## 4.5 LAND

---

Fort Nelson First Nation members will not be eligible for more than one housing unit and / or lot with the exception being during the construction period of their new unit.

### PROCEDURES

The Housing Department will direct the applicant to the Capital Works Department to choose an available, serviced lot for a building site.

## 4.6 QUALIFICATION PROCESS

---

Eligibility to build is not automatic. The applicant must qualify (see Chapter 2.1).

### PROCEDURES

- a) The applicant must meet the criteria as set out in Chapter 2.1; and
- b) The applicant must follow the application to build procedures as outlined in Chapter 3.2.

### FORMS

1. Housing Application (See Appendix 5)
2. Land Encumbrance Check (See Appendix 36)
3. Ministerial Loan Guarantee (See Appendix 11)
4. Band Council Resolution (See Appendix 33)
5. Band Council Resolution Addendum (See Appendix 34)
6. Management Plan (See Appendix 35)
7. Band Held Mortgage Agreement (See Appendix 12)
8. Promissory Note (See Appendix 13)

## 4.7 FINANCING

---

This section of the Housing Policy outlines the options for paying for living units in the community. There are three ways that FNFN utilizes to finance living units:

- a) CMHC Social Housing Program (Section 95)
  - i. As awarded, provides a number of living units to be built each year as Rental units; and
  - ii. Sets a maximum unit price for modest housing (pricing varies with year).
- a) Band-Administered Loan
  - i. Currently not available
- b) Individual Loan (Section 10)
  - i. Individual secures a mortgage to build a living unit (maximum amount available will be decided by Council on an individual basis); and
  - ii. The Housing Department assists individual to obtain INAC Housing Subsidy redirect and the Ministerial Guarantee.

It is the Nation's policy that:

- a) The cost of rental living units will be decided by the Housing Department in accordance with the CMHC maximum unit price, and / or the Nation's ability to pay off any mortgages.
- b) The Nation Council shall be responsible for overseeing the complete development of on-Reserve housing infrastructure, including:

- i. Hydro;
- ii. Gas;
- iii. Roads;
- iv. Underground services; and
- v. Lot preparation.

## **4.8 NEW FORT NELSON FIRST NATION HOUSING**

---

Due to the high costs of construction, and the lack of our own source funds, all new housing in the community requires a mortgage to complete the project. At the present time the main source of capital for housing is a CMHC guarantee and an operating subsidy, to assist with the repayment of the mortgage. These newly constructed units will be available to residents who are already housed as well as those members on the waiting list. Selection of applicants for new CMHC housing will be based on the criteria negotiated with CMHC (and will be subject to those requirements) as well as our Client Selection Assessment Form.

## **4.9 CMHC (SECTION 95) HOUSING**

---

CMHC offers an on-reserve non-profit housing program that assists First Nations in the construction, purchase, and administration of suitable, adequate and affordable rental housing.

All First Nations are eligible to apply. INAC must approve a First Nation's application for a Ministerial Guarantee.

CMHC, INAC and First Nations work in partnership to determine allocations of funds for eligible reserves.

- a) CMHC delivers the program and may provide direct loans for First Nations to construct, purchase and administer projects. These loans, for up to 100 per cent of the total eligible capital cost of a project, are insured under the National Housing Act and are guaranteed by the Minister of DIAND.
- b) Approved financial agencies may also act as lenders in some cases.
- c) A subsidy is provided to the First Nation for a maximum of twenty-five (25) years or the duration of the project loan amortization period, whichever is less. The amount of subsidy is determined as follows:  $\text{Project Subsidy} = \text{Loan Repayment} + \text{Operating Expenses} - \text{Revenue}$ .
- d) First Nations are responsible for determining who lives in the project.

Financial assistance for new residential construction, manufactured home or mobile home projects may be available as a housing subsidy (currently \$34,249.00) from INAC.

The potential owner must have private financing through a lending agency or from other private sources.

#### **4.10 NATION ADMINISTERED MORTGAGE**

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If CMHC is not able to provide funding for Social Housing units, and / or if the Housing Department has sufficient funds available, units may be built under this category. Allocation of living units under this type of funding will be the same as on the Priority List.

#### **4.11 INDIVIDUAL MORTGAGE**

---

Should an individual decide to secure his or her own mortgage, the Housing Department will assist in two ways:

- a) Redirect the INAC (Indian and Northern Affairs Canada) Housing Subsidy to the particular Nation Member who can afford mortgage payments; and
- b) Assist in the acquisition for a Ministerial Loan Guarantee for a mortgage that is within the individuals reach so long as it does not jeopardize the Housing Department's position in acquiring a mortgage on behalf of the Nation (Nation-Administered Loan).

The cost of a living unit built with an Individual Loan is determined by the ability of the applicant to pay, within the limits set by the FNFN Council.

#### **4.12 MORTGAGE AGREEMENT**

---

Upon completion of the Mortgage approval process:

- a) The Mortgage Agreement is to be signed by all parties prior to release of funding for unit;
- b) One of the Nation's signatories will sign the Mortgage Agreements for the Nation Held mortgages as well as lending agency mortgages (if required to do so by the lending agency);
- c) The Mortgage Agreement outlines:
  - i. Name, address and phone number of Lender;
  - ii. Address of mortgaged property;
  - iii. Name of Mortgagor(s);
  - iv. Amount of Mortgage payments and the due date for payment;
  - v. The Amortization period, the term and interest rates of the current document; and
  - vi. Date the Mortgage begins and expires.
- d) For Nation held mortgages a copy of the signed Nation Mortgage Agreement will be provided to the Mortgagor(s) within twenty-one (21) days of signature by Nation's signatory;
- e) For lending agency mortgages a copy of the signed mortgage agreement will be provided to the Mortgagor and the Nation within twenty-one (21) days of signatures by respective parties.
- f) Building Insurance is mandatory (See Chapter 2.36.2) and a copy of such must be provided to the Housing Department on a yearly basis while the mortgage is in effect and / or until the subsidies have been repaid to INAC and / or the Nation (as applicable);
- g) All Mortgagors will be encouraged to purchase life insurance on the mortgage;

- h) All Nation held mortgage payments must be paid in one (1) monthly payment on, or before the first day of each month, or by other special arrangements with the Housing Department.
- i) Mortgages that are held by other lending agencies will be paid on, or before, the due date as the mortgagor has arranged with the lender. If Mortgagor(s) default on their Ministerial Loan Guaranteed mortgage payments with lending agencies the Nation will fall into arrears. If the Nation falls into arrears, DIAND, who guarantees the mortgage, will have to make any payments which the Nation fails to make and will have the right to use other Nation funds as reimbursement for the money paid out against the defaulted mortgage.
- j) Mortgagors have a responsibility to make their payments when due and the Housing Coordinator has an obligation to follow the policy directive for defaults in mortgage payments;
- k) For all Nation mortgaged units, any Mortgagor(s) that fails to make their payment prior to the 5<sup>th</sup> day of the month will be sent a Reminder Letter. This letter will inform them that they must make their payment by the date of the next Housing Committee Meeting or sign an Arrears Repayment Agreement with the Housing Coordinator. If the Mortgagor(s) does not respond by the given date, they will be required to attend the Housing Committee Meeting to explain their situation. If the defaulting mortgagor(s) does not make the mortgage payment, and / or does not attend the Housing Committee Meeting, and / or sign the Arrears Repayment Agreement, and / or bring their mortgage account to a current standing they will be sent a Demand Letter on the fifth (5<sup>th</sup>) day of the second month requiring restitution for the full amount of the balance owing on the mortgage, including interest, be paid to Fort Nelson First Nation with a certified cheque. The defaulting mortgagor(s) is to consider this letter their first notice of foreclosure for the end of the month following the date of the letter (See Chapter 4.14 and 4.15);
- l) All lending agencies (other than the Nation) are required to notify INAC within ninety (90) days of default occurrence. Once INAC has received this notification they will contact the Nation to determine if there are alternatives available other than attaching the funds from the Nation's account. Once the Housing Department becomes aware of the default they will contact the mortgagor to determine if a repayment agreement can be reached. After one hundred and twenty (120) days from the lender's first notification date to INAC the lender is eligible to ask for a payout (in full, plus interest and expenses) of the outstanding loan. If the mortgagor does not bring his mortgage account to a satisfactory standing with the lender the Nation will have no alternative other than to pay out the mortgage and foreclose on the mortgagor (See Chapter 4.14 and 4.15);
- m) A Mortgage Agreement is a lawful contract. A contract can be terminated for any breach of the terms of the contract. Thus the Lender can foreclose on a Mortgagor(s) who breaks the Mortgage Agreement;
- n) If, for any reason, a living unit is foreclosed on the mortgagor(s) shall be held responsible for any shortfall of monies owing that the Nation may incur involving the resale of the unit; and
- o) It is important for the Mortgagor(s) to understand the terms of the Mortgage Agreement and follow what was agreed to so the Housing Coordinator shall explain the terms of the Mortgage Agreement to the Mortgagor(s) upon signing.

## PROCEDURES

These procedures will be followed to apply for an Individual Loan;

- a) The Nation member will approach a lending agency of their choice (must be acceptable to CMHC) requesting preapproval for a mortgage in the amount they require to complete the construction of their housing project;
- b) The Nation member will then forward the preapproval letter from the lending agency to the Housing Department so that a Band Council Resolution (BCR) can be drafted and presented to Council;
- c) If the BCR request is granted by Council, the Housing Department will apply to INAC for a Ministerial Loan Guarantee (MLG) on behalf of the borrower, for the purpose of obtaining a loan to build a living unit in the community;
- d) The Housing Department will request land verification from DIAND, who will verify in writing, that the site is Unencumbered Nation Land;
- e) The Housing Department will prepare the BCR, Addendum BCR, Management Plan, and Environmental Screening Assessment;
- f) The borrower must have housing plans, specifications, construction, utility, and other costs to indicate amount of loan requested;
- g) The borrower chooses a lender acceptable to CMHC and applies for loan financing; and
- h) Upon Approval, Lender will request authorization for the Individual Loan from CMHC and provide a Letter of Intent and Agreement to Repay a Loan for the borrower to sign.

### 4.13 BAND COUNCIL RESOLUTION FOR MINISTERIAL LOAN GUARANTEE

---

In order to obtain authorization (via a BCR) from the Minister to guarantee a mortgage loan:

- a) Property has to be “unencumbered” land; and
- b) The applicant must sign a Promissory Note.

The Housing Department will:

- a) If the BCR request is granted, the Housing Department will apply to INAC for a Ministerial Loan Guarantee (MLG) on behalf of the borrower, for the purpose of obtaining a loan to build a living unit in the community;
- b) The Housing Department will request land verification from DIAND, who will verify in writing, that the site is Unencumbered Nation Land; and
- c) The Housing Department will prepare, and forward to INAC, the BCR, Addendum BCR, Management Plan, and Environmental Screening Assessment.

The applicant will:

- a) Approach the Housing Department to request a Band Council Resolution (BCR);
- b) Produce a thorough construction plan - housing plans, specifications, budget, utility, schedule, and other costs to indicate amount of loan requested;
- c) If required, acquire a mortgage from a recognized financial agency;
- d) Provide proof that the available funds will complete the project; and

- e) Upon Approval, Lender will request authorization for the Individual Loan from INAC (Ministerial Guarantee) and provide a Letter of Intent and Agreement to Repay a Loan for the borrower to sign.

## FORMS

1. Band Council Resolution (See Appendix 33)
2. Band Council Resolution Addendum (See Appendix 34)
3. Promissory Note
4. Management Plan (See Appendix 35)
5. Land Encumbrance Check (See Appendix 36)
6. Environmental Screening Assessment (See Appendix 37)

### 4.14 MORTGAGE DEFAULT

---

A mortgage is in default when covenants are not observed and / or the Nation Member fails to maintain regular payments, as outlined in the Mortgage Agreement.

If Mortgagor(s) default on their mortgage payments to a lending agency the Nation must then make these payments so that we do not appear on INAC's Notification of Loan Default. If the Nation defaults with these mortgage payments, DIAND, who guarantees the mortgage, will step up and make any payments which the Nation fails to make and will have the right to use other Nation funds as reimbursement for the money paid out against the defaulted mortgage. Mortgagors have a responsibility to make their payments when due and the Housing Coordinator has an obligation to follow the policy directive for defaults in mortgage payments.

## PROCEDURES

In the case of a mortgage default FNFN will:

- a) After two (2) months arrears, the Nation Member in question is considered to be in default.
- b) If Nation members fail to address their default, Foreclosure occurs after the second missed payment and missed Housing Committee interview meeting. The notice of Foreclosure shall be delivered prior to month end of second missed payment with a date of the following month end to vacate the premise. (Total elapsed time is 3 months).
- c) Repossess the living unit.
- d) Reallocate the living unit to the next Nation Member on the Priority List that is capable of obtaining an approved lender loan under the same conditions.

## FORMS

1. Notice of Foreclosure (See Appendix 39)

#### 4.15 NOTICE OF FORECLOSURE

- a) For a Nation held mortgage if mortgage payment or payment arrangements have not been made by the 5<sup>th</sup> day of any month a reminder will be sent to the mortgagor(s) reminding them of the required amount and the due dates.
- b) For a Nation held mortgage If the above month’s mortgage payment (4.15 (a)) has not been paid in full (and the mortgagor has not met with the Housing Coordinator to sign an Arrears Repayment Agreement) and the next month’s mortgage payment is not received by the FNFN Financial Department prior to the 5<sup>th</sup> of that month a 1<sup>st</sup> Foreclosure / Demand Notice will be sent with a vacate date of the end of the following month. If payment (in full) or an Arrears Repayment Agreement has not been signed by the 20<sup>th</sup> of the second month a 2<sup>nd</sup> Foreclosure Notice will be sent with a vacate date of the end of the following month. If an Arrears Repayment Agreement still has not been completed by the mortgagor prior to the first of the third month a 3<sup>rd</sup> and final Notice of Foreclosure to pay the arrears and vacate the premise will be Hand Delivered with the end of that month (3<sup>rd</sup> month) as the vacate date (See Example 1 on Page 80).
- c) For a Mortgagor(s) with a lending agency (other than the Nation) once the Housing Department becomes aware of the default they will contact the mortgagor to determine if a repayment agreement can be reached. If the mortgage account cannot be brought to a current status with the lending agency the Nation will have no alternative other than to pay out the mortgage and foreclose on the mortgagor(s). Depending on the elapsed time frame between the first missed payment to the lending agency and when the Housing Department becomes aware of the situation and as the Mortgagor(s) are aware they have missed the mortgage payment due date(s) and are in default of their mortgage agreement the Housing Department is only required to give the Mortgagor(s) one (1) month’s notice of foreclosure. The minimum total time that will have elapsed from first missed payment is three (3) months.

<b>EXAMPLE</b>	
<b>DATE</b>	<b>TIME LINES</b>
01 January	Mortgage Payment Due
05 January	Late Payment Reminder / Demand Letter Sent
01 February	Rent / Mortgage Payment Due
05 February	1 <sup>st</sup> Foreclosure / Demand Notice Sent
20 February	2nd Foreclosure / Demand Notice Sent
01 March	Rent / Mortgage Payment Due
01 March	3 <sup>rd</sup> and Final Foreclosure Notice Sent (Must vacate by end of March)

- d) If a mortgagor has received two (2) prior 1<sup>st</sup> Foreclosure / Demand Notices and a third 1<sup>st</sup> Notice of Foreclosure / Demand is sent (within any twelve month period) the mortgagor(s) will have no recourse and must vacate the unit by the date stated on the Notice.



- e) There will be a fifteen (15) day period (appeal period) that the mortgagor(s) may appeal to the FNFN Executive Director to offer any justifiable grounds for the arrears. Failing the Executive Director's direction to withhold the foreclosure the Housing Department will proceed with the foreclosure. The foreclosure will result in the living unit being offered to the next person on the Priority List.
- f) Any fees and / or monies expended in the process of foreclosure will be added to the mortgagor's account.
- g) If necessary, the mortgagor and their belongings will be physically removed and the locks will be changed. Foreclosure can take place at any time of the year.

All extraordinary circumstances will be considered prior to foreclosure.

The homeowner:

- a) Forfeits any and all claim to the proceeds of the sale.

## FORMS

1. Demand Letter (See Appendix 38)
2. Notice of Foreclosure (See Appendix 39)

## 4.16 SUBSIDY FUNDS

---

The INAC (Indian and Northern Affairs Canada) Housing Capital Subsidy is the basic equity contribution for all new living units. As long as INAC's housing subsidy policy states that Nations have access to Housing Subsidies on a project-to-project base, the Nation will not use a priority system to allocate subsidies to the housing units. When access to the housing subsidy is limited, a priority process for receipt of subsidy will be announced to the community.

Renting a Nation or CMHC unit without a rent-to-own agreement is not considered a subsidy.

## PROCEDURES

The Housing Department will:

- a) In conjunction with the homeowner, forward the necessary paperwork to INAC to apply for the subsidy.

If applicant is successful and is awarded the subsidy:

- b) It will be directed to the lending agency (if applicable) to be dispersed to vendors as invoices are received by the lending agency or, if no loan required, paid directly to the homeowner upon completion (awarded occupancy permit) of housing unit.

## 4.17 PRIVATELY OWNED RENTAL UNITS

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A privately owned housing unit is subject to community housing policies.

## 4.18 TRANSFER OF OWNERSHIP

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### 4.18.1 EQUITY

Equity is a term used to describe the portion of a property's value that belongs to an individual. An Owner, as defined in this document, is a Nation Member according to the Nation's membership Code who has equity (vested interest) in one of two (2) ways:

- a) Purchase; or
- b) Individual Loan.

Ownership can happen in one of two ways; either by purchasing an existing building or by constructing a new building.

#### **Purchasing an Existing Building**

The only units that can be purchased by a member are:

- i. A unit that is vacant and available for purchase;
- ii. A unit that is privately owned;
- iii. A unit the member is currently living in and available for purchase;
- iv. A unit that family members of the purchasing member are living in if it is available for purchase.

#### **Building a Dwelling (that the community member or family members shall live in)**

The applicant must meet the eligibility criteria as set out in Chapter 2.1. The potential owner must have private financing through a lending agency or from other private sources. FNFN does not lend funds to members for building living units. The building site within community boundaries must be approved by the Housing Committee.

- c) The Housing Committee shall review the Contract of Purchase and Sale according to established criteria, and if approved, shall assist the home owner in determining a purchase price and payment plan. Recommendation to sell or not to sell shall be submitted to Chief and Council by the Housing Committee. Approval of the recommendation is confirmed by a Chief and Council Resolution.
- d) When a unit is purchased and paid in full, FNFN shall transfer title to the private owner in the form of a Certificate of Ownership (See Chapter 4.18.1). When a unit is built by a private owner and paid in full, FNFN shall issue title to the private owner in the form of a Certificate of Ownership.

- e) If the living unit qualified for the INAC subsidy of \$34,249 and / or the \$10,000 site preparation costs were applicable these amounts will be taken into consideration upon the sale / disposal of the unit. These values remain with the living unit until Fort Nelson First Nation has been reimbursed for their value.
- f) Certificate of Ownership does not include the land upon which the unit sits, or the surrounding land, which shall always remain owned by FNFN. However Chief and Council shall issue a Certificate of Land Tenure (See Appendix 40) with respect to a specific parcel of land in relation to a privately owned unit. Certificate of Land Tenure (see Chapter 4.18.1) enables the owner of the unit to use the specific parcel of land as long as the unit exists on the parcel.
- g) With ownership there comes a responsibility. When a housing unit is owned by a FNFN member insurance, renovation, and maintenance of the housing unit is the responsibility of the owner.
- h) If the living unit is destroyed, through no fault of the owner, the member has one year to hold the lot. If, after this time period, the living unit has not been rebuilt the lot will revert back to Fort Nelson First Nation to re-allocate.

#### **4.18.2 ESTABLISHING VALUE**

The calculated value of a living unit will be equal to:

- a) The average of two independent appraisals with a difference less than 10%; and
- b) Minus the cost of repairs and renovations to bring the unit to National Building Code / BC Building Code Standards.

An individual's equity will be calculated by taking the value of a living unit and subtracting the outstanding charges against that unit, which include:

- a) Outstanding mortgage / loan balance;
- b) Subsidy and / Lot Servicing (if applicable);and
- c) Existing arrears and other charges against the living unit.

Therefore, the equity for a Nation Member with an individual Loan reflects partial value of the unit, whereas the equity for a Nation Member with a Certificate of Ownership would reflect the full value of the unit, if there were not outstanding charges against the unit. The terms in the Mortgage document will establish the Nation Member's equity.

#### **PROCEDURES**

When a privately owned unit changes ownership FNFN shall issue a Certificate of Ownership and a Certificate of Land Tenure to the new owner reflecting this change. Units can only be sold to Fort Nelson First Nation members.

## FORMS

1. Contract of Purchase and Sale (See Appendix 41)
2. Certificate of Ownership (See Appendix 6)
3. Certificate of Land Tenure (See Appendix 40)

### 4.19 BUILDING CODES

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Fort Nelson First Nation adheres to the British Columbia Building Code which adheres to the National Building Code of Canada.

## PROCEDURES

Building Inspectors must demonstrate they have used the building code approved by Fort Nelson First Nation (BC Building Code).

### 4.20 PERMITS

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Fort Nelson First Nation does not use a permit system for residential construction / renovation however; we do utilize the Northern Rockies Municipality Building Inspector to perform all inspections required by the BC Building Code for regulating safety in the design, construction and occupancy of buildings. All costs incurred for inspections are the responsibility of the home owner.

Inspections that are required by the BC Building Code including, but not limited to:

- a) Inspection of the footings before concrete is poured;
- b) Framing;
- c) Vapor barrier and insulation;
- d) Plumbing;
- e) Electrical;
- f) Heating and ventilation; and
- g) Final Inspection and Occupancy.

### 4.21 DISPOSITION OF ABANDONED, NON-LIVABLE UNITS

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Whenever a member receives housing assistance in the form of either a subsidy for the construction of a new housing unit or tenancy in a social housing unit on the basis that an existing on-reserve housing unit owned and occupied by that member is non-livable, that member shall, as a pre-requisite to receiving the housing assistance, agree in writing not to rent or otherwise use the non-livable unit for residential purposes on reserve once the new unit is occupied.

## **CHAPTER 5 RENOVATIONS (FOR PRIVATELY OWNED HOMES)**

### **5.1 RESIDENTIAL REHABILITATION ASSISTANCE PROGRAM (RRAP) / HOME ADAPTATIONS FOR SENIORS' INDEPENDENCE (HASI)**

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The Residential Rehabilitation Assistance Program (RRAP) is a CMHC program that is available for people who live in older homes and who qualify for financial assistance to upgrade their residences. The Home Adaptations for Seniors Independence is also a CMHC program that is available for people 65 and over to help pay for minor home adaptations to extend the time low-income seniors can live in their own homes independently. The amount of assistance for these programs is variable and determined by CMHC. The Housing Department will assist residents in preparing submissions.

- a) Home owner RRAP – Provides assistance to qualified low income home owners (maximum household income is currently \$30,000 / year) to bring the properties up to minimum health and safety levels.
- b) RRAP for Disabled Persons – Provides assistance to households occupied by low income persons with disabilities who require special modifications to improve accessibility to their residence.
- c) HASI (Home Adaptations for Seniors Independence) Program - Assists qualified low-income elderly Canadians, whose difficulties in daily living can be addressed by certain adaptations to their homes such as installing handrails, ramps, easy-to-reach work and storage areas in the kitchen, lever handles on doors, walk-in showers with grab bars, bathtub grab bars and seats.

### **5.2 APPLICATION**

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#### **PROCEDURES**

Homeowners must fill out an Application for Renovations for funding from the various programs that are available.

The application form for financial assistance for rehabilitation projects shall be the form attached to the New Home, RRAP and HASI Policy and may include other forms that are required to obtain project approval from INAC or CMHC.

### 5.3 PRIORITY FOR HOMES THAT REQUIRE RENOVATIONS

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- a) Health and safety requirements. This includes homes with mould, faulty wiring, faulty plumbing, etc.;
- b) Homes with exterior building envelope problems;
- c) Accommodate overcrowding:
  - I. One Bedroom for each adult or couple.
  - II. One Bedroom for children 16 years of age or older.
  - III. One Bedroom for two children of same sex up to 16 years of age.
  - IV. One Bedroom for two children of opposite sex up to 5 years of age.
- d) Interior upgrade;
- e) Renovations needed due to lack of maintenance; and
- f) Updating.

The Homeowner will:

- a) Make a formal written request for renovation for their house to the Housing Committee.  
The application will have the following information:
- b) Lot number;
- c) Desired work to be done;
- d) The priority for each of the renovation activities (using the priority numbers above);
- e) Home owners proposal for funding renovation cost above subsidy funds to be received from funding agencies;
- f) Total arrears associated with the housing unit; and
- g) Repayment plan for arrears.
- h) Keep a copy for his / her personal files; and
- i) With the Housing Department, develop a construction plan and budget and demonstrate the ability to finance construction in excess of renovation subsidy funding.

The Housing Department will:

- a) Initiate the inspection of the requested work by a qualified inspector. The inspector will draw up specification and cost estimates for the requested work. During the inspection the inspector will be instructed to identify other health and safety work as well as other work to keep the integrity of the building envelope. Specifications and cost estimates will be prepared for this work. For housing units with mould health Canada will be requested to identify the level of mould.
- b) Upon receipt of the specifications and cost, the Housing Department and the home owner will review the costs. If the cost of the renovations is greater than the subsidy the funding agency will provide, the home owner is required to provide a cash deposit or certified check plus 15% (to cover overages – refundable) for the total difference. The funding agencies stipulate that owner's contribution (excluding 15% allowance for overages) must be expended prior to disbursement of subsidies on project. Both parties will sign an agreement outlining the work to be performed.

- c) Once the agreement is reached on the scope of work the Housing Department will submit a project brief to the funding agency requesting the funds from the agency.
- d) Work to commence as soon as the funds are transferred to the Nation.
- e) Keep a copy on file.

## **5.4 ELIGIBILITY**

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The renovation must meet the funding agencies requirements.

The Nation will administer the renovation program for qualified individually owned, rental housing units, and elder units. It is the home owner's responsibility to provide funds for work to be done above the subsidy level provided by the funding agencies. All work to be completed to the standard as defined in the New Home, RRAP and HASI Policy and conform to the terms and condition as required by the funding agency. A certified inspector will inspect all work.

## **5.5 AGREEMENT BETWEEN THE NATION AND RECIPIENTS OF REHABILITATION ASSISTANCE**

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All recipients of assistance for rehabilitation projects shall be required to enter into a Promissory Note agreement with the Nation Council prior to project start-up. The agreement shall be in the form as approved by Council, and shall include a provision that the recipient of the subsidy is responsible for insuring the unit and listing Fort Nelson First Nation as "First Loss Payee". Proof of insurance must be provided to the Housing Department within 30 days of purchase.

## **FORMS**

1. Promissory Note (See Appendix 13)

## **5.6 SELECTION**

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Renovations are based on available funds. Once existing criteria has been met, should funding become further selective the Housing Committee may use a number of selection criteria including, but not limited to:

- a) First come first served;
- b) Highest case of need; and
- c) Rating scale.

## **PROCEDURES**

The Housing Committee will use the following selection process:

- a) The Housing Committee will complete the selections.
- b) Based on current criteria the Housing Committee will make selections on a first come first served basis. If funding agencies become further selective the Housing Committee may use any or all of the criteria listed above to correspond with the funding agencies requirements.
- c) The criteria used will be as listed in the Priority List above.
- d) FNFN members may seek to appeal any decisions made in the selection process. FNFN members must appeal within fifteen (15) working days from the date of decision by the Housing Committee. Appeals must be delivered to the Housing Coordinator in writing, and he / she will be responsible for adding the appeal to the agenda for the next Housing Committee meeting.
- e) For purposes of privacy, confidentiality and mutual respect, The Housing Committee will review the FNFN member's position in his or her presence and the original decision in an in camera session together. The FNFN member will have a maximum of 30 minutes to present his / her position to the Housing Committee Members. The FNFN member will only be allowed in the meeting for the time needed to make the presentation and will be required to leave upon stating his / her case and answering questions of the Committee. The Committee will provide recommendations to Council and at their next meeting Council will ratify / change the recommendation of the Housing Committee. The FNFN member will be informed within forty-eight (48) business hours of Council's final decision.
- f) All Decisions will be final.

## FORMS

1. Appeal Application (See Appendix 2)

## 5.7 FUNDING / FINANCING

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Financial assistance for rehabilitation projects from these Programs shall be determined by CMHC pursuant to its guidelines for those programs.

Should a Ministerial Guarantee be required all qualified recipients of assistance for renovation projects shall be required to enter into a Promissory Note agreement with the Nation Council prior to project start-up. The agreement shall be in the form as approved by Council, and shall include a provision that the recipient of the subsidy is responsible for insuring the home and listing Fort Nelson First Nation as "First Loss Payee". This Promissory Note must be read by the recipient of the funds at a Public Meeting.

## PROCEDURES

- a) No homeowner shall receive funds from FNFN over and above the INAC and RRAP / HASI limit.
- b) Homeowners must supplement the renovation subsidy with their own funds.



- c) Upon receipt of the specifications and cost, the Housing Department and the home owner will review the costs. If the cost of the renovations is greater than the subsidy the funding agency will provide, the home owner is required to provide a cash deposit or certified check plus 15% (to cover overages – refundable) for the total difference. The funding agencies stipulate that owner's contribution (excluding 15% allowance for overages) must be expended prior to disbursement of subsidies on project. Both parties will sign an agreement outlining the work to be performed.

## **FORMS**

1. Promissory Note (See Appendix 13)

## **5.8 CONSTRUCTION**

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The same Building Code policy and procedure applies to renovations as per new construction ALL CONSTRUCTION REGULATIONS WILL APPLY RE: INSURANCES, WCB, ETC. (See Chapters 4.20 and 4.21).

## **5.9 FNFN RENTAL AND ELDER HOUSING RENOVATION PROGRAM**

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The Renovation Program provides for repairs and renovations to FNFN owned rental and elder units to maintain them at a standard that is healthy, safe, and functional. Repairs that extend the life expectancy of the housing unit and upgrades that increase the energy efficiency of the housing unit may also qualify for the Renovation Program. The extent of delivery of this program is dependent upon FNFN yearly budgets.

## CHAPTER 6 COMMUNITY POLICIES

### 6.1 PET POLICY

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- a) Pets are not permissible in any of the Rental / Elder units (with the exception of assistance dogs) unless a Rental Agreement Pet Addendum (See Appendix 42) has been signed.
- b) Tenant(s) are subject to the Animal Control By-laws adopted by the Fort Nelson First Nation Council.

### 6.2 CONFLICT OF INTEREST POLICY

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(See Appendix 43)

### 6.3 CONFIDENTIALITY

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The purpose of these guidelines is to outline the basic assumptions pertaining to Confidentiality for the Fort Nelson First Nation Housing Committee and Housing Department.

It outlines the framework within which this group can conduct the Housing affairs while paying particular attention to the rights of members and other committees.

Confidentiality is the safeguarding of private member information by the Housing Committee and the Housing Department and by everyone involved in its operation. Confidentiality is a basic right of individual members and an ethical obligation of the Housing Department and its committees.

All information about the members must be treated as confidential. These guidelines are therefore essential to protect all members, staff, committees and the integrity of the Fort Nelson First Nation Housing Department therefore an Oath of Confidentiality is required by each person in the Housing field.

#### 6.3.1 GUIDELINES FOR CONFIDENTIALITY

The Housing Committee and the Housing Department are based on the open sharing of information among its members, and these guidelines are not set out to get in the way of that flow of information. The membership, committee and staff of the Nation have the right to know and ask questions about information or decisions made regarding the general operation, committees and the Nation. Guidelines for Confidentiality are set out to protect individual rights to privacy and to protect the Nation's best interest during any legal or financial negotiations.

- b) All persons directly associated with the Housing Committee and the Housing Department shall sign an Oath of Confidentiality when they join.
- c) When talking with members of the Committee:
  - I. Members are free to discuss any item of concern to the group only within the context of a scheduled meeting. Conversations outside of the meeting are not acceptable as per (iii) which follows.
  - II. Conversations about any member or work of the Committee will not be held in public places. Only persons who have a responsibility to know about the matter may enter into conversation and / or obtain information.
  - III. Conversations outside the Committee about any internal difficulties of the Committee are not encouraged. Members of the Committee are encouraged to participate in discussions at Committee meetings and training sessions as this allows them to gain from the experience and knowledge of the sector. Items that commonly fall into this category include participation, reserve funding, and communication. This is not a full listing but members are expected to give due consideration to the image of the Nation and its committees.
- d) There will always be special regard for situations in which a relative or friend of a Committee and / or Housing Department member is being discussed. The Committee member is to declare a CONFLICT OF INTEREST and may be excluded from the room during the discussion. This protects the Committee, the members and the member or situation under discussion.

## **FORMS**

- 7. Oath of Confidentiality (See Appendix 44)

## **6.4 POLICY IMPLEMENTATION**

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The Housing Coordinator shall be responsible for ensuring that all new housing, rehabilitation, and social housing projects are developed and implemented in accordance with the policy outlined herein.

## **6.5 LIVING DOCUMENT**

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This document is considered a living document; and may be amended from time to time, with approval from the Housing Committee, the FNFN Council, and the public to accept the amendments.

## CHAPTER 7 POLICY ACCEPTANCE

### 7.1 ACCEPTANCE

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The Fort Nelson First Nation Housing Committee and the Fort Nelson First Nation Chief and Council have reviewed and accepted the terms of this policy.

SIGNED: This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at Fort Nelson, BC.

#### Housing Committee

\_\_\_\_\_  
Signature

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Date

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