



STZ'UMINUS FIRST NATION

Housing Policy, Procedures & Agreements Manual

Approved by Chief & Council October 16, 2013

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1. DEFINITIONS

- a. **AANDC** – Aboriginal Affairs and Northern Development Canada

- b. **Administrator**
The Administrative Officer delegated by Chief and Council who is responsible for the overall administration of all SFN departments and programs.

- c. **By-law**
A By-law is a law, set out in the Indian Act Section 81 and 83, passed by Chief and Council and approved by the Minister of Aboriginal Affairs and Northern Development Canada.

- d. **CMHC – Canada Mortgage & Housing Corporation**
CMHC is a federal public corporation that governs the building of homes throughout Canada for all citizens that borrow money from the bank to build their homes, on or off reserve.

- e. **Chief**
Means a person duly elected as Chief of the Stz’uminus First Nation, under the provisions of the Stz’uminus First Nation Election Code.

- f. **Councillor**
Means a person duly elected as Councillor of the Stz’uminus First Nation, under the provisions of the Stz’uminus First Nation Election Code.

- g. **Dangerous Goods**
Means a solid, liquid or gas that can harm people, property or the environment. These include materials that are flammable, explosive, corrosive, toxic, radioactive, pathogenic, oxidizing or allergenic.

- h. **Elder**
Means a Stz’uminus First Nation member who is 60 years of age or older at the time of application.

- i. **Good Financial Standing**
Means not owning any money to SFN; or if money is owed, that the repayment of owed money is current.

- j. **Homeowner**

A Homeowner is an individual who owns a house located on SFN lands as confirmed by a signed Home Ownership Agreement with Stz'uminus First Nation. Home ownership is defined as having legal possession of a house to which the SFN has no financial interest apart from possibly having approved the provision of a Ministerial Guarantee. A homeowner is a person who has assumed full and complete financial responsibility for their home.

k. **House Payment**

The monthly payments owed to SFN by the resident as outlined in the Residency Agreement in section 4.1.1

l. **Housing Department**

The Housing Department is responsible for the administration of the on-reserve housing program. The Housing Department is responsible for enforcing Housing agreements, policies and procedures. The Housing Department may utilize the resources of a third party property manager to assist with the housing program.

m. **Housing Working Group**

The Housing Working Group shall be responsible to have administered, through the Housing staff, the Housing policies established by SFN Chief and Council. Policy additions or proposed amendments shall be reviewed by the Housing Working Group and referred to the Administrator for recommendation to Chief and Council for approval.

The Housing Working Group shall consist of the SFN Community Director, Public Works and Housing Coordinator, the Housing Specialist and the third party property manager if a third party property management program is established. It may also be expanded at the discretion of the Administrator to include a Social Development representative and a representative from the SFN Health Centre on an as needed basis.

n. **IOH(s) – Individually Owned Homes**

o. **Immediate Family**

Means spouse (common-law or married), parents, children, brothers and sisters

p. **In Camera**

An in camera meeting is a meeting that is held behind closed doors to discuss confidential matters, where only Housing Working Group members and/or Chief and Council and invited guests are allowed to attend. Separate minutes are taken for in camera part of a meeting.

- q. **LEMR** – Low end of market rent
LEMR is established by CMHC, not SFN and revised annually
- r. **Matrimonial Property**
Is any form of property pertaining to the matrimony or estate of matrimony. Matrimony includes common-law relationships.
- s. **MRC** – Minimum Revenue Contribution
MRC is a rent set by CMHC based on the number of bedrooms.
- t. **SFN** – Stz’uminus First Nation
- u. **SFN Member**
A SFN member is a person registered as a First Nation and enrolled in accordance with the SFN Membership Code.
- v. **Resident**
A resident is an individual who has entered into a residency agreement with the SFN, whereby the resident occupies a housing unit owned by the SFN.

2. VISION

All Stz’uminus First Nation (SFN) members who desire to live on the reserve have the opportunity to acquire accommodation on the reserve that is safe, affordable and adequate for their needs.

3. MANDATE

SFN Housing Department is responsible for the safe, fair and effective delivery and operation of all on-reserve housing.

4. PURPOSE OF POLICY

The Housing Policy has been developed to:

- a. Provide guiding principles and practical procedures for the delivery of housing programs and services;
- b. States the authority and responsibility by the administrator of housing delivery;
- c. Protect SFN housing assets;
- d. Protect the households’ rights and interests;
- e. Ensures that SFN housing is for SFN members.

5. PROCEDURES

The Stz’uminus First Nation 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.

6. PRINCIPLES

SFN is committed to deliver housing in a fair manner to the benefit of all SFN members through management practices that are:

1. Consistent

- Provide a reference for staff so that they can use the same reasoning when making all decisions

2. Continuous

- Decisions will be the same year after year unless the policy is amended.
- The community and staff will become familiar with the policies and know what to expect on housing issues.

3. Fairness

- Decisions will be made on an unbiased basis and not based on individual interests

4. Accountability

- Neither the Housing Working Group nor the SFN Administrator will have authority to make arbitrary decisions
- Community members will have access to policies.
- Roles and responsibilities are outlined so that all parties can be held accountable.

5. Responsibility

- Each party understands their roles and responsibilities.

7. SCOPE OF POLICIES

The Housing Policy will address all forms of SFN housing. This includes:

1. SFN Homes

- Houses with mortgages under CMHC Section 95 subsidized housing program that are owned by SFN to provide shelter
- Houses without mortgages that are owned by SFN to provide shelter
- Houses owned by SFN, with mortgages held by SFN, may be transferred to the householder when the mortgage and all debts have been paid in full.

2. Individually Owned Homes

- Houses that have been paid for or are currently being paid for by the householder or have had their ownership transferred to the householder.

3. Privately owned rental

- Houses that have been paid for or are currently being paid for by the householder or have had their ownership transferred to the householder and that the householder is renting out.

The Housing Department will:

- Keep a record for each home;
- Implement policy as it applies to each housing category;
- Inform and educate each participant in the housing field in regard to their specific role in the implementation of the Housing Policy.

8. PURPOSE OF AGREEMENTS

To clearly define the relationship between SFN and member occupants of all on reserve housing

a. Home Ownership Agreement (Appendix A)

Only SFN members can enter into a SFN Home Ownership Agreement. Home Ownership cannot be transferred by any means to a non-SFN member. This agreement defines the home owner's responsibilities and those of Housing.

The homeowner is responsible for all insurance and home maintenance. The homeowner may choose to enter into a Maintenance Agreement to address maintenance management as outlined in the Maintenance Agreement.

b. Maintenance Agreement (Appendix B)

This agreement is optional and available to SFN Members with Home Ownership Agreements.

The Homeowner will pay Housing a maintenance fee as outlined in the Maintenance Agreement. In return Housing will provide services (water, sewer and garbage collection); and maintenance as outlined in the attached agreement. Homeowners shall only be eligible for repairs under the maintenance agreement of less than or equal value to the amount that has accumulated in their individual maintenance agreement fund. Exceptions will be made in case of emergency repairs that are required or that are of a safety concern. In such instances, SFN shall make the repairs but the repair costs shall be attributed to their maintenance agreement fund as owing to be paid with future maintenance fees.

c. Residency Agreement (Appendix C)

This agreement is for SFN Members in SFN Housing

8.c.1. Annual

SFN member occupying a SFN home shall sign an annual Residency Agreement. The SFN Housing Specialist (or as otherwise assigned by the Administrator) is the authorized signing agent of the nation. A SFN member must sign the agreement assuming responsibility, regardless of the number of occupants. A copy of the agreement shall be provided to the resident as soon as reasonably possible.

8.c.2. Termination

Either the SFN with cause may terminate the agreement as outlined in the agreement or the resident may terminate the agreement by providing at least one month's written notice, on or before the last day of the month preceding the one-month notice period. The resident shall be liable for any expense or loss incurred by the nation due to the failure of the resident to vacate the home promptly and/or due to the failure of the resident to leave the home in a condition facilitating immediate occupancy.

8.c.3. Non-SFN Member

A Residency Agreement shall not be renewed for residents who are not SFN members and do not have SFN member children, if a SFN member is available to occupy the unit. In this situation, the non-SFN member shall be given notice in accordance with section 27.1 of this policy.

d. Acknowledgement & Conclusion Agreement (Appendix D)

When the amortization is complete on a Housing Unit this agreement defines the terms and conditions under which ownership of the Premises will be turned over to the resident.

e. Housing Arrears Repayment Agreement (Appendix E)

If a resident has housing arrears they may enter into this agreement with SFN which clearly defines an agreed to housing arrears repayment plan.

9. ACCESS

9.1 SFN Homes

The SFN, as landlord, its servants or agents may enter a resident's home under the following conditions:

- a. Emergency access may be gained at any time;
- b. If the resident allows entry;
- c. If it appears that the resident has abandoned the home;
- d. To undertake maintenance and repairs during normal working hours with 24 hours notice, unless otherwise agreed by the resident;
- e. To inspect the home during normal working hours with 24 hours notice, unless otherwise agreed by the resident.

9.2 Individually Owned Homes (IOHs)

The SFN as land owners may only enter a privately owned dwelling under the following conditions:

- a. In an emergency, access may be gained at any time;

10. ACCIDENTAL DAMAGE

Cases of accidental damage to SFN homes shall be assessed on an individual basis to determine whether SFN or the resident is responsible for making repairs.

11. APPEALS

Residents have the right to appeal decisions made by the Housing Department. Appeals are to be in writing and dated on the appropriate form provided to the Housing Working Group. The Housing Working Group shall meet within ten working days to render a decision. The resident may request to appear before the Housing Working Group to state their position. The Housing Working Group shall base their decision solely based on the Housing Policy. A written response shall be provided to the resident clearly outlining their decision and the reason(s) for it.

If the resident wishes to further appeal the decision of the Housing Working Group, they may within 10 working days after a written response was provided request to appeal the decision to the Administrator. The decision of the Administrator shall be final. A written response shall be provided to the resident by the Administrator.

12. APPLICATION PROCESS

12.1 Applications:

- Must be made in writing on the forms provided from the SFN Housing Department (No notes or phone calls will be considered as an application)
- Must be renewed each year by March 31. These shall be date stamped when received. Applications will be reviewed and rated or re-rated for applicants who are reapplying based on any new or changed information that may have occurred. Applications received after March 31 will be held on file and considered for the following fiscal year.
- New applications can be submitted at any time for rating and consideration.
- Applications must be complete with all correct information

The applicant will:

- Fill out the application form and have it signed including the signature of his/her spouse
- Provide full and correct information. Applications including false or inaccurate information may be disqualified.

The Housing Department will:

- Assist the application process
- Notify the applicant when they have successfully acquired a unit
- Maintain a waiting list
- Have a copy of the Housing Policy, Procedures and Agreement Manual for members to review and provide a copy of the manual if requested.

12.2 Eligibility

In order to be an eligible candidate for SFN housing, applicants must:

- Be a SFN member
- Be 19 years of age or older at the time of application

- Applicants may be requested to provide a credit check if the Housing Working Group deems it to be necessary.
- Application must be fully completed and submitted within the timeframe established
- All members who apply for band housing must be prepared and agree to undertake a criminal record check. The severity of any criminal activity will be taken into consideration in the selection process. Criminal Record Checks will be requested when a housing unit becomes available for which the applicant would be considered the primary candidate. An unsatisfactory record check will be deemed a sufficient reason for denial at the discretion of the Housing Working Group.
- Members with arrears to SFN, who are not in good financial standing, are not eligible for a housing unit.

The Housing Working Group will:

- Screen and rate the applications based on the eligibility criteria
- Address issues where Housing Department staff feels that Housing Working Group input is important such as, when questionable, if the next available home is suitable for the next applicant on the housing list due to such issues as family size and handicap accessibility.

The Housing Department will:

- Accept applications as per housing policy and notify applicants, in writing, of receipt of their application.
- Arrange reference checks
- When necessary, arrange Housing Working Group meetings
- File applications
- Notify successful applicants
- Have successful applicants complete all necessary documentation and provide a copy of the Housing Policy, Procedures and Agreements Manual.

13. DANGEROUS GOODS

Occupants of SFN homes and IOHs are fully responsible and liable for the proper care and storage of dangerous goods within their homes and yards.

14. EVICTION

14.1 Grounds for Eviction

Residents may be evicted for:

- a. Failure to pay the house payment as per Residency Agreement;
- b. Willful damage to the property;
- c. Failure to repair damage to property that was caused by the resident or resident guests;
- d. Causing danger to neighbors;
- e. Continual disturbance of neighbours;
- f. Failure to comply with the Residency Agreement;
- g. Abandonment;
- h. Illegal activities.

14.2 Eviction Procedure

- a. The SFN Housing Department shall issue a Violation Notice to the resident detailing the grounds for the violation, outlined in section 14.1 of this policy. Within the Violation Notice, the resident will also be provided reasonable time to correct the problem and the consequences if the violation is not corrected.
- b. Failure to correct the problem within the timeline provided will provide the SFN Housing Department grounds to serve the resident with an eviction notice.
- c. Eviction notice shall be in writing and shall be according to policy.

15. GARBAGE DISPOSAL

Household garbage must be properly disposed. Proper garbage disposal means placing the garbage in a sealed container at the curb on the morning of garbage pickup. Improper garbage disposal may be considered a disturbance or danger to neighbors. A breach of this policy shall result in a written warning, hand delivered. Three such warnings are grounds for eviction.

16. RECYCLING

All residents are asked to recycle recyclable goods. Recycling material should be placed in the bins provided for by SFN and placed at the curb on the morning of recycling. All materials must be clean and comply with the recycling policies of SFN.

17. HOME BASED BUSINESS

All occupants must obtain written permission from Chief and Council prior to engaging in the operation of a home based business. Home based businesses must not interfere with the ordinary course of living within the community.

18. HOUSE LOCKS

18.1 SFN Homes

The SFN Housing Department, acting for the landlord, SFN, is responsible for locks and provides the resident with one key and keeps one key. Neither the landlord nor resident may change the house locks without notice and exchange of keys. If the resident chooses to change the locks, they do so at their own expense and must provide a duplicate key to the SFN Housing Department. In the event of an eviction, the landlord retains the right to change locks without notice.

18.2 Individually Owned Homes (IOHs)

Locks are the responsibility of the homeowner

19. HOUSING PRIORITIES

Refer to Appendix G: SFN Housing Allocation Policy

20. INSURANCE

20.1 SFN Homes

- a. SFN Homes that are mortgaged either through CMHC or another funding institution will be insured for building replacement value by SFN,
- b. SFN Homes not mortgaged by SFN will not be covered for insurance purposes.
- c. All residents are encouraged to obtain their own building contents insurance.

20.2 Individually Owned Homes (IOHs)

The Homeowner assumes responsibility for all insurance including fire.

21. MAINTENANCE RESPONSIBILITIES

21.1 SFN Homes/Maintenance Agreements

21.1.1 Maintenance Standards

Repairs and maintenance must meet appropriate building and trade standards, which must include the National Building Code of Canada Standards and the BC Safety Authority Code. Before repair work is performed or contracted out, it must be ensured that the party making the repairs shall meet the required standards and any contractor not meeting such standards shall be replaced by one who does.

21.1.2 Inspections

The SFN Housing Department shall inspect each unit biannually and/or as residents move in and out of a unit, recording all maintenance and repair needs. Residents are encouraged to participate in the inspection process.

21.1.3 Residents

Residents are responsible for maintenance, repairs and replacement as outlined in the Residency/Maintenance Agreements and are also responsible for maintaining the ordinary health, cleanliness and sanitary standards of their home and yard complying with all health, fire and police regulations. Residents are to immediately report to the SFN Housing Department any accident, break or defect in the water, heating, electrical or sewer system, or in any part of the home and its equipment in general.

21.1.4 Maintenance & Repairs

SFN shall be responsible for general maintenance arising out of normal wear and tear as outlined in the Residency or Maintenance Agreement. This shall include necessary repainting, replacement of worn flooring and carpeting, replacement of fridges and ranges if no longer repairable by a qualified trade, building repairs including roofing and other work approved by the Housing Department when such work is required due to normal wear and tear or special needs. The SFN shall undertake such work immediately when any of these items pose a threat to health and safety of the occupants.

21.1.5 Construction Defects

SFN is responsible to make repairs to the homes that affect occupant health and safety and are a result of construction defects, notwithstanding that the Contractor is responsible for construction defects based on applicable warranties.

21.2 Individually Owned Homes

As Homeowners, SFN Members occupying Section 10 homes and SFN homes are fully responsible for the repair and maintenance of their homes unless they have entered into a Maintenance Agreement with SFN in which case the terms of the Maintenance Agreement are applicable.

21.3 Yard Maintenance

All occupants and homeowners are responsible for the reasonable maintenance of the yard surrounding their homes, including removal of vehicles or appliances no longer in use. Game, wildlife, fish and shellfish remains must be properly disposed of. A breach of this policy shall result in written warning delivered by hand. Three such warnings are grounds for eviction.

22. NOISE

Residents shall keep noise to a minimum between 11:00 p.m. and 6:00 a.m. A breach of this policy shall result in a written violation warning, delivered by hand. Three such warnings are grounds for eviction.

23. PETS & FARM ANIMALS

Pets are permissible on reserve and are governed by the SFN Animal Control Bylaw.

24. POLICY AMENDMENTS

The Housing Working Group shall consider amendments to the SFN Housing Policy Procedures and Agreements Manual at their meetings. Any proposed amendments agreed to by the Housing Working Group must be referred to the Administrator for consideration and recommendation to Chief and Council for approval.

25. PURCHASE OF SFN HOMES

Once all mortgages/loans has been paid off, any eligible resident who has resided in his/her home for at least 10 years, and has made regular house payments, is eligible to purchase the home from the SFN for two hundred and fifty dollar (\$250.00). In the event of outstanding arrears, the resident must enter into a Housing Arrears Repayment Agreement. Upon full payment of arrears and the mortgage, the resident is eligible to sign a Home Ownership Agreement with SFN.

The house is then free and clear of any SFN related encumbrances and the former resident becomes a homeowner assuming full responsibility for the home, including the continued maintenance and repairs. The resident then enters into a Home Ownership Agreement and has the option to enter into a Maintenance Agreement with SFN. Immediate family members can assume responsibility for the home and are also eligible to enter into a Home Ownership Agreement providing they are SFN members.

26. PRIOR TO OCCUPANCY OF SFN HOMES

Prior to moving into a SFN home, the applicant will meet with the SFN Housing Department to:

- a. Review and sign the Residency Agreement;
- b. Verify applicant income and any other requirements as may be stipulated by CMHC;
- c. Set a Pre-occupancy Inspection Date where both the SFN Housing Department staff and the new resident will be present; and
- d. Receive and review a copy of the SFN Housing Policy, Procedure and Agreement Manual.

27. PROPERTY RIGHTS

27.1 SFN Housing

Non-SFN members in a matrimonial relationship with a SFN member resident have limited occupancy rights and will be asked to vacate the house within 30 days upon the dissolution of the relationship, dependent if there are no SFN children staying in the SFN home. Non-SFN members can only stay in the SFN home as long as their SFN member children continue to reside there.

In the event that the dissolution of property is caused by the death of an SFN member leaving a non-SFN spouse, without SFN children, the spouse shall have six months to vacate the premises from the time of death.

27.2 Individually Owned Homes (IOHs)

Upon dissolution of a relationship between a SFN Member and non-SFN member, and in the absence of SFN law, non-SFN member occupancy rights shall be determined through the Housing Working Group based on Housing policy.

In the event of the death of the SFN member, if there are no SFN heirs and after payment of all outstanding loans against the property, the property will be sold at fair market value to another SFN member and the proceeds of the property sale will be transferred to the next of kin or as determined by the last will and testament of the deceased member.

27.3 Dissolution of Matrimonial Property

The SFN does not assume any liability or responsibility regarding the dissolution of matrimonial property, including mortgage payments made by either party,

regardless of the type of house occupied by the resident or homeowner. These matters are to be settled through the Housing Working Group.

27.4 SFN will abide by any court orders or directions.

28. RENOVATIONS & UPGRADES

Homeowners of SFN homes and IOHs may renovate their homes at their own expense provided prior written approval from SFN which shall not be unreasonably withheld. Renovations must meet BC Building Code and BC Safety Authority Codes.

29. HOUSE PAYMENT ARREARS

29.1 House Payment Arrears Repayment Plan

If a resident is one week late with the monthly house payment, the SFN Housing Department shall write to the resident requesting a meeting to have the house payment immediately paid or to establish a mutually agreed upon House Payment Arrears Repayment Plan. Failure to abide by the agreement will result in eviction.

29.2 Interest

Interest may be applied to house payment arrears at market rate.

29.3 Future Eligibility

Residents with existing unpaid house payment arrears shall not be eligible to apply for on reserve housing until such time as the arrears have been paid in full.

30. SFN HOUSE PAYMENTS

Residents are responsible to pay monthly house payments as per Schedule A of the Housing Policy. This schedule may be revised from time to time by Chief and Council.

31. INDIVIDUALLY OWNED HOMES (IOHs) APPROVAL PROCESS

Selected applicants for Section 10 IOHs must meet with the SFN Housing Department prior to construction and review the SFN Check list for IOHs. Applicants must meet all the requirements of the checklist (See Appendix H).

32. SUB-LEASING ON RESERVE

Occupants of SFN homes may sublease their homes if absent due to health or education or other reason approved by the Housing Working Group. IOHs may sublease their home to SFN members without approval of the Housing Working Group but must notify the Housing Department. To sublease to a non-SFN member, approval must be obtained from the Housing Working Group. The sublease must not be for the operation of a business and the SFN occupant assumes full responsibilities for the actions of their residents and their guests. Residents of SFN homes that sublease apportion of their home ***must*** declare that income to the SFN Housing Department, this income is applied in the calculation of household income and monthly house payment.

33. RESIDENT RIGHTS AND RESPONSIBILITIES

33.1 Residency Agreements

Residents shall be subject to the rights, responsibilities and obligations outlined in the Residency Agreements.

33.2 Communication

Residents are responsible for directing all questions, requests for service, maintenance or repairs, damage reports and complaints to the SFN Housing Department. A failure to immediately report the need for maintenance or repairs may result in the resident assuming full or a portion of the liability.

33.3 House payment

Residents are responsible for their monthly house payment. If a resident cannot make their payment on time, they are responsible for contacting the SFN Housing Department before the payment is due to provide financial information verifying the reason the payment cannot be paid. It is the residents' responsibility to propose a reasonable and temporarily modified payment schedule and enter into a House Payment Arrears Repayment Agreement.

33.4 Termination

The resident has the right to terminate the residency agreement with one month's written notice. Upon vacating the home, the resident is responsible to leave the home in a condition that does not delay immediate occupancy of a new resident. Residents are liable for any loss in house payment income due to the home being unfit to occupy upon their vacating the premises, other than normal wear and tear that is covered under the residency agreement that the resident has been paying up to date.

33.5 Appeals

Residents have the right to appeal decisions as outlined in Section 11 of this policy.

33.6 Willful Damage

Residents are responsible for willful damage to their home caused by themselves, other occupants or their guests.

33.7 Financial Information (CMHC Pre-1997 Construction)

Since the house payment is based upon 25% of the resident's income or LEMR, whichever is lower, the residents are responsible to inform the SFN Housing Department of any income changes. A failure to report income changes will result in house payment arrears for which the resident is responsible.

34. TYPES OF HOUSING

34.1 SFN Homes

a. CMHC Housing

Through Section 95 of the National Housing Act, CMHC offers social housing projects through which the First Nation borrows money from the bank at an interest rate lower than market rate applies the individual members' AANDC housing subsidy to the cost of the unit, and the member occupant is charged a house payment as outlined in Schedule A of the Housing policy.

b. SFN New Construction

SFN may build houses using own-source revenue or take a loan from the bank. SFN will determine the house payment for each unit constructed as outlined in Schedule A.

c. Other SFN Homes

Homes not listed under CMHC or SFN New Construction are other SFN Homes. Residents are responsible to pay the monthly house payment as outlined in Schedule A of the Housing policy.

34.2 Individually Owned Homes (IOHs)

a. SFN Homes

If the occupant has signed a Home Ownership Agreement, they assume full financial responsibility for their home. They may choose to take out a Maintenance Agreement with SFN.

If the occupant chooses and subject to the Housing Working Group approval, they may sign their home over to the SFN and enter into a Residency Agreement.

b. Individually Owned Homes

Through Section 10 of the National Housing Act, CMHC facilitates the building of individually owned homes on reserve. This enables individual members to build and own their own home by assuming full responsibility for mortgage payment at market rates. Since the home is located on SFN lands that cannot be sold, AANDC provides the bank with a Ministerial Guarantee that the mortgage will be paid in the event that the owner defaults on payment. The AANDC Housing subsidy is applied toward the cost of building the home.

35. VANDALISM

All residents shall report damage to housing to the RCMP and SFN Housing Department. If the police investigation reveals vandalism, as the cause of damage, the SFN shall make repairs to the SFN homes. IOH homeowners will bear the responsibility of repair. .

For SFN homes, SFN shall endeavor to recover all costs for damages caused by the perpetrator.

SCHEDULE A – Monthly House Payments

a. CMHC (Pre 1997 Construction)

Residents are responsible to pay monthly house payments based upon 25% of their income or LEMR (Low End of Market Rent), whichever is lower. House payments shall include water and sewer charges, maintenance, general repairs and fire insurance. Residents are responsible for heating, electrical, cable and telephone costs.

Since the house payment is based upon 25% of the resident’s income or LEMR, whichever is lower, the residents are responsible to inform the SFN Housing Department of any income changes. A failure to report income changes will result in house payment arrears for which the resident is responsible.

b. CMHC (Post 1997 Construction)

Residents are responsible to pay monthly house payment defined as the minimum revenue contribution, a house payment set by CMHC based on the number of bedrooms.

c. SFN Financed Homes:

Residents are responsible to pay monthly house payments as determined by the prevailing mortgage rate.

d. Other SFN homes

Residents are responsible to pay a monthly house payment based on the number of bedrooms set below (or as may be established from time to time by Council):

| ROOMS | MEMBERS HOUSE PAYMENT | ELDERS HOUSE PAYMENT |
|-------|-----------------------|----------------------|
| 2 | \$400 | \$300 |
| 3 | \$450 | \$350 |
| 4 | \$500 | \$400 |
| 5 + | \$550 | \$450 |

SFN House Payment Increases

House payment increases shall not occur more than once annually and may be based upon the resident’s income. Notices of a house payment increase shall be provided to the resident at least four months prior to the notice coming into effect.

Maintenance Fee

The Maintenance Fee will be \$250 per month and will cover services and maintenance as outlined in the Maintenance Agreement. SFN staff charge out rate for the maintenance agreements represents the hourly rate of pay for the SFN staff member to complete the work plus mandatory employment related costs.



Stz'uminus First Nation
12611 Trans Canada Highway
Ladysmith, BC V9G 1M5
Tel: (250) 245-7155 Fax: (250) 245-3012

HOME OWNERSHIP AGREEMENT

Between

STZ'UMINUS FIRST NATION

And

(HOMEOWNER)

1. PARTIES TO THE AGREEMENT

Only Stz'uminus First Nation members can enter into a Stz'uminus First Nation Home Ownership Agreement. Home Ownership cannot be transferred by any means to a non-Stz'uminus First Nation member.

All new Homeowners must enter into a Home Ownership Agreement with the Stz'uminus First Nation.

Existing Homeowners wishing maintenance services from the Stz'uminus First Nation must enter into a Maintenance Agreement.

2. PREMISES

This Home Ownership Agreement refers to the residential dwelling or Premises known as:

LOT # _____ ; HOUSE # _____

STREET ADDRESS:

3. RESPONSIBILITIES OF THE HOME OWNER

3.1 Insurance

The occupant is encouraged to insure their home for full replacement value.

3.2 Maintenance

The Homeowner must maintain the house, and property on which it sits, to the extent that neither the house nor the property is a hazard to the general community. All homeowners are responsible for the reasonable maintenance of the yard surrounding their homes, including the removal of vehicles or appliances no longer in use. Game, wildlife, fish and shellfish remains must be properly disposed of.

4. RESPONSIBILITIES OF THE STZ'UMINUS FIRST NATION

4.1 Services

Stz'uminus First Nation will ensure that water, sewer and garbage collection are provided to the Homeowner in accordance with the general standard in the community.

4.3 Maintenance

The Housing Department will inspect a home and property upon receipt of a complaint regarding the safety of the house or property and/or the occupant(s).

Housing Department will give the Homeowner a copy of the inspection report and will review any safety issues that have to be remedied. Stz'uminus First Nation will also note the time by which the issues must be dealt with. A follow-up inspection date will be set with the Homeowner.

4.4 Maintenance Agreement

The Housing Department will give the Homeowner the opportunity to enter into a Maintenance Agreement with Stz'uminus First Nation. (See Maintenance Agreement – Appendix B)

5. ACCEPTANCE

Stz'uminus First Nation Housing Department and the Homeowner have reviewed and hereby accept the terms of this agreement.

SIGNED: This the ____ day of _____, 20__ at _____, B.C.

REGARDING: HOUSE # _____

| | | |
|------------------|---|-------------------------|
| _____ | } | STZ'UMINUS FIRST NATION |
| | } | |
| | } | |
| | } | |
| Witness | } | _____ |
| Print Name _____ | } | HOUSING OFFICER |

| | | |
|------------------|---|-----------|
| _____ | } | HOMEOWNER |
| | } | |
| | } | |
| | } | |
| Witness | } | _____ |
| Print Name _____ | } | _____ |



Stz'uminus First Nation
12611A Trans Canada Highway
Ladysmith, BC V9G 1M5
Tel: (250) 245-7155 Fax: (250) 245-3012

HOME MAINTENANCE AGREEMENT

Between

STZ'UMINUS FIRST NATION

And

HOMEOWNER

REGARDING PREMISES:

LOT # _____ ; HOUSE # _____

WHEREAS: The Homeowner has ownership of the above mentioned Premises; and

WHEREAS: Housing has a Home Maintenance Program which is available to all Homeowners on the First Nation reserve lands; and

WHEREAS: The Homeowner wishes to enter into an agreement with Housing for participation in the Home Maintenance Program;

WITNESS THAT: For and in consideration of the fees, covenants, conditions and agreements hereinafter contained, the Parties mutually agree as follows:

1. PREMISES

This Agreement is in effect with regard to the Premises noted above.

2. TERM

- 2.1 This agreement shall begin on the _____ day of _____, 20__ and will be on-going until either party chooses to terminate the maintenance agreement; or in accordance with Paragraph 2.2, 2.3, or 2.4.
- 2.2 The Homeowner may terminate this agreement with 30 days written notice.
- 2.3 The agreement may be terminated at any time by mutual written consent between the Parties.
- 2.4 The agreement may be terminated, as set out in Section 9, Termination.

3. MAINTENANCE CHARGE

- 3.1. The Homeowner will pay Housing \$ _____ per month on the 1st day of each month, as per schedule A .
- 3.2. The Homeowner shall pay the maintenance charge at the Administration Office or other place as directed by Housing.
- 3.3 The payment shall be in the form of cash, money order or cheque.
- 3.4 The monthly maintenance fee may be adjusted with four months advance written notice to be provided to the tenant.
- 3.5 Residents shall only be eligible for repairs under the maintenance agreement of less than or equal value to the amount that has accumulated in their individual maintenance agreement fund. Exceptions will be made in case of emergency repairs that are required or that are of a safety concern. In such instances, SFN shall make the repairs but the repair costs shall be attributed to their maintenance agreement fund as owing to be paid with future monthly maintenance fees.
- 3.6 Maintenance fees collected are allocated to the housing unit that the homeowner is residing in. If the Homeowner relinquishes their ownership of the housing unit for whatever reason, including eviction, the residual funds remaining in that home maintenance account will remain with that housing unit. The Homeowner will not be entitled to any form of reimbursement.

4. RESPONSIBILITIES OF HOUSING

4.1 Services

Housing will include the monthly service charges for water, sewer and garbage collection in the maintenance fee.

4.2 Maintenance

Housing will provide the following comprehensive maintenance services.

1. Inspection and general service of furnaces, chimneys and other heating devices;
2. Inspection and general service of hot water tanks including element replacement, and replacement of the complete tank unit where required;
3. Complete service of all plumbing, including replacement of fixtures;
4. Repair of electrical as required;
5. Repair and replacement of glass as necessary;
6. Repair and replacement of doors;
7. Repair of interior and exterior walls;
8. Repair of ceilings and floors;
9. Repair of eavestrough, if applicable;
10. Repair of the roof;
11. Repairs to exterior decks and stairs;
12. Pest control for rats, carpenter ants and termites;
13. Repair and replacement of smoke detectors as required;
14. Repair and replacement of appliances, as required;
15. Any other maintenance deemed reasonable by the Housing Department.

Homes under the Maintenance Agreement will be inspected at least on an annual basis. Scheduled renovations for labour and materials as outlined above, will be costed to the individual maintenance agreement account. All renovations completed by SFN staff will be charged to the project at the applicable charge out rate.

4.3 Exclusions from Maintenance

The following is excluded from the maintenance service:

1. Maintenance of grounds and walkways.
2. General household maintenance (replacing light bulbs, cleaning carpets, pest control other than as identified in section 4.2).

3. Damage caused by Homeowner abuse or, in some cases, Vandalism (see Section 5).

5. DAMAGE CAUSED BY VANDALISM

5.1 Damage caused by vandalism will be repaired by SFN when:

1. The act of vandalism is reported to the RCMP, within 24 hours of its occurrence, or notice of occurrence, whichever is reasonable; and
2. The subsequent investigation does not result in an association of liability with the Homeowner, or guests of the Homeowner; the judgment of which association rests with the Housing Department;

6. RESPONSIBILITIES OF THE HOMEOWNER

6.1 The Homeowner shall be responsible for:

1. Paying the maintenance fee on time
2. Maintaining the grounds in a safe and clean condition.
3. General household maintenance (replacing light bulbs, cleaning carpets, pest control other than as identified in section 4.2).
4. Reporting all damage to the Premises to the Housing Department within 3 days, by filling out a "Damage/Repair Report".

7. DEFAULT

The Homeowner is in Default if any of the Homeowner's responsibilities are breached.

8. REMEDIES ON DEFAULT

8.1 Notification

If the Homeowner is in default for any reason, the Housing Department will notify the Homeowner as to the nature of the default, the proper remedy for it and the time frame to complete the remedy.

8.2 Where the Homeowner is in Arrears

The Housing Department will work with the Homeowner to develop a workable repayment plan that addresses the reason for the arrears. If the Homeowner does not comply with the terms of the repayment plan, the Agreement will be terminated as set out in Section 9, Termination.

8.3 Where the Grounds are not in a Clean and Safe Condition.

The Homeowner will be given 14 days to put the grounds into a clean and safe condition. If this requirement is not complied with by the end of this period, the Housing Department may undertake the work and invoice the Homeowner for the cost plus 10% administration fee. Failure to pay the fee within 30 days will result in termination as set out in Section 9.

8.4 Where the Homeowner Fails to Complete Damage/Repair Reports.

The Homeowner will be responsible for repair costs where damage/repair are not submitted within 3 days, or other reasonable time as determined by the Housing Department. Failure to pay the costs within 30 days, or other time period as determined by the Housing Department, will result in termination as set out in Section 9.

9. **TERMINATION**

9.1 Notice of Termination

If the default is not remedied in a reasonable time period, as detailed in Section 8, a "Notice of Termination" will be issued to the Homeowner. The Agreement will be terminated 30 days from the date of the "Notice of Termination".

9.2 Withdrawal of Notice of Termination

If the reason for Termination is remedied to the satisfaction of the Housing Department within the 30 days the Notice of Termination will be withdrawn at the discretion of the Housing Department.

9.3 Maintenance Charges During Termination

The Homeowner is responsible for maintenance charges during the 30 day Notice of Termination period.

9.4 Outstanding Accounts

The Homeowner remains responsible for any outstanding accounts with the Housing Department after termination has occurred.

10. ACCEPTANCE

Stz'uminus First Nation and the Homeowner have reviewed and accepted the terms of this agreement.

SIGNED: This the _____ day of _____ 20____ at _____, BC.

| | | |
|------------------|---|-------------------------|
| _____ | } | STZ'UMINUS FIRST NATION |
| | } | |
| | } | |
| | } | |
| | } | |
| _____ | } | _____ |
| Witness | } | Housing Department |
| Print Name _____ | } | |

| | | |
|------------------|---|-----------|
| | } | HOMEOWNER |
| | } | |
| | } | |
| | } | |
| | } | |
| _____ | } | _____ |
| Witness | } | |
| Print Name _____ | } | _____ |



Stz'uminus First Nation
12611 Trans Canada Highway
Ladysmith, BC V9G 1M5
Tel: (250) 245-7155 Fax: (250) 245-3012

RESIDENCY AGREEMENT

Between

STZ'UMINUS FIRST NATION

And

(RESIDENT)

WHEREAS: The Stz'uminus First Nation Housing Department (Housing) is responsible for the operation of SFN Housing on the Stz'uminus First Nation reserve lands; and

WHEREAS: Stz'uminus First Nation has the legal possession of the Premises hereinafter described; and

WHEREAS: Stz'uminus First Nation has agreed that the Resident may occupy the Premises on the Terms and Conditions as set out in this agreement.

WITNESS THAT: For and in consideration of the house payments, covenants, conditions and agreements hereinafter contained, the Parties mutually agree as follows:

1. PREMISES

Housing leases to the Resident for use and occupation as a residential dwelling the Premises known as:

LOT # _____ ; IR _____ HOUSE # _____

ADDRESS: _____

TYPE OF DWELLING Single () Multi () Basement ()
Bedrooms 1 () 2 () 3 () 4 () 5 ()

4.1. Amount of House payment

4.1.1 Residents who are Income Earners (Non-SA Recipients)

The Resident will pay Housing \$_____ per month.

4.1.2 Residents who are Social Development Basic Needs Recipients

The Resident will pay Housing the lesser of:

\$_____ per month; or the maximum shelter allowance applicable, less utilities (telephone (basic service), hydro and fuel).

4.2 The Resident shall pay the house payment on the first day of the month for which the payment is applied.

4.3 The Resident shall pay the house payment at the Administration Office, or other place as directed by the Housing Department.

4.4 The house payment shall be in the form of cash, money order or cheque.

4.5 Residents who are SFN employees or employees of SFN corporations or businesses, agree to have the full monthly house payment deducted in an amount of 50% of the payment, from bi-weekly pay cheques or direct deposits, with a maximum of two deductions per month.

Resident Initial: _____

4.6 House payment arrears will be deducted from any payments made by SFN to the resident.

Resident Initial: _____

4.7 The house payment may be adjusted annually for a period of no less than 12 months. All residents will be provided a minimum 4 months notice of any increases.

4.8 The Resident may enter into an Arrears Repayment Agreement once during each term of the agreement and all conditions of the Housing Arrears Repayment Agreement must be met or a Notice of Eviction will be issued.

5. RESPONSIBILITIES OF HOUSING

5.1 Insurance

- a. SFN Homes that are mortgaged either through CMHC or another funding institution will be insured for building replacement value by SFN.
- b. SFN Homes not mortgaged by SFN will not be covered for insurance purposes.
- c. All residents are encouraged to obtain their own building contents insurance. SFN shall in no circumstances be responsible for resident's personal belongings.

5.2 Services

Housing will include the monthly service charges for water, sewer and garbage in the house payment.

5.3 Maintenance

SFN will provide the following comprehensive maintenance services.

1. Inspection and general service of furnaces and other heating devices;
2. Inspection and general service of hot water tanks including element replacement, and replacement of the complete tank unit where required;
3. Complete service of all plumbing, including replacement of fixtures where required;
4. Repair of electrical as required;
5. Repair and replacement of glass as necessary;
6. Repair and replacement of doors;
7. Repair of interior and exterior walls;
8. Repair of ceilings and floors;
9. Repair of eavestrough, if applicable
10. Repair of the roof
11. Repair to exterior deck and stairs;
12. Pest control for rats, carpenter ants and termites;
13. Repair and replacement of smoke detectors as required;
14. Repair and replacement of appliances, as required;
15. Any other maintenance deemed reasonable by the Housing Department.

5.4 Exclusions from Maintenance

The following is excluded from the maintenance service:

1. Maintenance of grounds and walks.
2. General household maintenance (replacing light bulbs, cleaning carpets, pest control other than as identified in section 5.3).
3. Damage caused by Resident abuse or, in some cases, Vandalism (see Section 6).
4. Belongings that are not owned by SFN.

5.5 Inspections

Housing will inspect the Premises at least twice annually. Housing will give the Resident at least 7 days notice prior to the inspection. The Resident must comply with the inspection request. The Resident must provide access to all rooms in the Premises.

6. **DAMAGE CAUSED BY VANDALISM OR WILLFUL DAMAGE**

6.1 Damage Caused by Vandalism Will be Repaired by SFN:

The Housing Department will undertake the repair of the damage other than personal belongings and will pay the insurance deductible, if applicable, where the act of vandalism is reported to the RCMP within 24 hours of its occurrence, or notice of occurrence and to the Housing Department within 3 days; and where the subsequent investigation does not result in an association of liability with the Resident, or guests of the Resident; the judgment of which association rests solely with the Housing Department;

6.2 Where the Resident is Liable For Damage Caused by Vandalism or Willful Damage

Where the Resident, or guests of the Resident, are found to be liable for the vandalism damage, or where the Resident has not reported the vandalism within 24 hours of its occurrence to the RCMP, or where the Resident has done willful damage to the Premises including damages caused by pets; the judgment of which liability rests solely with the Housing Department. The Resident will be responsible for the cost of repair for the damages; or the Resident will be responsible for payment of the insurance deductible, if applicable.

SFN will undertake the proper repair and will invoice the Resident. The Resident will pay the repair costs or the deductible in its entirety, or make repayment arrangements satisfactory to SFN within 30 days of the invoice date. Failure to pay or make arrangements to pay will constitute a breach of this agreement, resulting in Default (see Sections 8 & 9).

7. **RESPONSIBILITIES OF THE RESIDENT**

The Resident is responsible for the conduct of all occupants of the Premises. Under this section, "Resident" shall be read as "Resident and occupants".

7.1 The Resident shall be responsible for:

1. Paying the house payment on time
2. Maintaining the grounds in a safe and clean condition.
3. General household maintenance (replacing light bulbs, cleaning carpets, pest control other than identified in section 5.3).

4. Reporting all damage to the Premises to the Housing Department within 3 days, by filling out a "Damage/Repair Report".
 5. Paying for all damages that the Resident is deemed responsible for under Section 6.
 6. Complying with all SFN By-laws relating to housing and on reserve residence.
 7. Must comply with the Animal Control Bylaw. All dogs must be on leash or safely confined within the Residents premises. Failure to comply may result in confiscation of the dog at the discretion of the housing department.
- 7.2 The Resident may not make any alterations to the Premises or property without the permission of the Housing Department.
 - 7.3 The Resident will not do anything that will void the insurance on the Premises.
 - 7.4 The Resident will only allow those individuals listed in Section 2 as "Occupants" to permanently occupy the Premises. The Resident must receive the approval of the Housing Department before accommodating additional Occupants in the premises.
 - 7.5 The Resident shall not sell drugs or alcohol or conduct any other illegal activities from the Premises. If the Housing Working Group determines, at its sole discretion, acting reasonably, that the Resident is selling drugs or alcohol or conducting any other illegal activities from the Premises, the Resident shall be in material default under this agreement and the agreement shall be terminated.
 - 7.6 The Resident shall not disturb the peace through acts either in or around the Premises, or within the community in general. Where the Housing Working Group determines, in its sole discretion, acting reasonably, that the Resident has disturbed the peace, the Resident shall be in material default under this agreement and the Housing Working Group, shall have the option, at its sole discretion, to terminate this agreement.
 - 7.7 The Resident will enter into an Arrears Repayment Agreement if the Resident has any outstanding arrears at the time of signing this agreement.

8. DEFAULT

The Resident is in Default if any of the Residents responsibilities are breached.

9. REMEDIES ON DEFAULT

9.1 Notification

If the Resident is in default for any reason, the Housing Department will notify the Resident as to the nature of the default, the proper remedy for it and the time frame to complete the remedy.

9.2 Termination & Eviction

If the default is not remedied in a reasonable time period, as detailed in the Notification, this agreement will be terminated and eviction proceedings will be commenced against the Resident.

10. **APPEAL**

All Appeals must be made in accordance with the Appeals Policy.

10.1 Default

The Resident may appeal the decision that he/she is in Default

10.2 Remedy

The Resident may appeal the remedy that Housing Working Group has assessed to relieve the Default.

10.3 Eviction

There is no appeal of an Eviction notice. Once an Eviction notice has been issued the Default must be remedied before the Eviction date or the Resident will be evicted from the Premises.

11. **EVICTION**

11.1 The Resident may be evicted for:

- Failure to pay the house payment
- Willful damage to the dwelling or property
- Failure to repair damage to property that was caused by the resident or resident guest
- The sale of drugs or alcohol from the Premises or any other illegal activities
- Disturbing the peace or causing danger to neighbors
- Failure to comply with the Residency Agreement
- Abandonment
- Any other default that is not remedied as set out in Section 9.1

11.2 Proceedings – With Regard to Failure to Pay House Payment

Where a Resident has not paid the house payment by the 5th day of the month in which the house payment is due, and has not been granted a delay in payment:

1. The Resident shall be issued a Violation Notice that they are in default, and of the consequences of failing to make payment.

2. Within five days of delivery of the Violation Notice to the Resident, the Resident must pay the house payment in full. If payment has not been made within that time, this agreement shall be terminated and an eviction notice (the "Eviction Notice") issued, requiring the Resident to remove his/her belongings and to vacate the Premises within ten days of the Eviction Notice (the "Eviction Date").
3. If the house payment for the month is paid in full prior to the Eviction date, the Eviction Notice shall be cancelled. If the house payment has not been paid by 3:00 p.m. on the Eviction Date, the Resident shall peacefully surrender the Premises.

11.3 Proceedings – Vandalism and Willful Damage – Failure to Make Payment

Where the resident is found liable for damage caused by vandalism or willful damage (including damage by pets) to the Premises and the Resident has not paid for the damage repair or deductible invoice within 30 days of receipt, nor has made satisfactory repayment arrangements with the Housing Department, or is in breach of repayment arrangements:

1. The Resident shall be issued a Violation Notice that they are in default under this agreement and that the Resident has five days from delivery of the Notification to correct such default.
2. Within five days of delivery of the Violation Notice to the Resident, the Resident must correct such default by paying the deductible or damage repairs (the "repair payment"). If the default is not corrected within that time, this agreement shall be terminated and an eviction notice (the "Eviction Notice") issued, requiring the Resident to remove his/her belongings and to vacate the Premises within ten days of the Eviction Notice or by the last day of the month in which the Eviction Notice is issued, whichever is later to occur (the "Eviction Date").

The Housing Working Group may evict the Resident immediately where it is deemed that failure to do so may result in safety to people or that further property damage may result by delaying the eviction.

3. If the repair payment has not been paid by 3:00 p.m. on the Eviction Date, the Resident shall peacefully surrender the Premises.

11.4 Proceedings – The Sale of Drugs or Alcohol or any other illegal activities

Where the Housing Department acting reasonably, determines in its sole discretion (the laying of criminal charges is not a requirement under this section), that the Resident is selling drugs or alcohol or undertaking other illegal activities from the Premises;

1. An Eviction Notice will immediately be issued requiring the Resident to remove his/her belongings and vacate the Premises within ten days of the Eviction Notice (the "Eviction Date").

The Housing Working Group may evict the Resident immediately where it is deemed that failure to do so may result in danger to person or persons.

2. On the Eviction Date, at 3:00 p.m. the Resident will peacefully surrender the Premises.

11.5 Proceedings – Disturbing the Peace or Causing Danger to Neighbors

Where the Housing Department has a reasonable belief that the Resident is disturbing the peace in and around the Premises, or in the community in general, the Resident shall be issued a Violation Notice that they are in default and shall be given such time as the Housing Working Group considers reasonable for the Resident to correct the default. The Housing Working Group shall be entitled to give the Resident no time to correct such default if the Housing Working Group in its sole discretion acting reasonably determines that the default cannot be remedied.

1. If the default is not remedied within the time stipulated in the Violation Notice, this agreement shall be terminated and an Eviction Notice issued requiring the Resident to remove his or her belongings and to vacate the Premises within ten days of delivery of the Eviction Notice (the "Eviction Date").

The Housing Working Group may evict the Resident immediately where it is deemed that failure to do so may result in danger to person or persons.

2. On the Eviction Date, at 3:00 p.m. the Resident shall peacefully surrender the Premises.

11.6 Abandonment

1. If the house payment has not been paid and the resident is no longer deemed to be living in the house, and after reasonable effort the resident cannot be contacted then after 30 days of house payment being due, the house shall be considered abandoned.
2. After the 30 day waiting period, SFN shall repossess the house, remove belongings of the former resident and place these belongings in storage. The Resident is responsible for payment of moving and storage charges. SFN will not be responsible for any lost or damaged goods. If the Resident has not claimed the personal effects within one month, and paid the moving and storage charges, the personal effects will be sent to auction and the proceeds will be used to offset arrears. Any items that are not accepted by the auction will be donated to the local thrift store. The Residency Agreement will be deemed to have been terminated.
3. The house shall be made available for other occupants.

11.7 Any Other Default

Where the Resident is in default under this agreement for any reason other than those set out in sections 11.1 – 11.6 including a breach of any of the Resident's obligations set out in section 7, the Resident shall be issued a Violation Notice that they are in default under this agreement and shall be given such time as Housing considers reasonable for the Resident to correct the default. The Housing Working Group shall be entitled to give the Resident no time to correct such default if the Housing Working Group in its sole discretion acting reasonably determines that the default cannot be remedied:

1. If the default is not remedied within the time stipulated in the Violation Notice, this agreement shall be terminated and an Eviction Notice issued requiring the Resident to remove his or her belongings and to vacate the Premises within ten days of delivery of the Eviction Notice (the "Eviction Date").

The Housing Working Group may evict the Resident immediately where it is deemed that failure to do so, may result in danger to person or persons.

2. If the default is not corrected or is not correctible, at 3:00 p.m. on the Eviction Date the Resident will peacefully surrender the Premises.

When the Premises are Surrendered

At 3:00 p.m. on the Eviction Date (or sooner if arranged between the Resident and Housing) the Resident shall peacefully surrender the Premises. The locks on the Premises will be changed. Any personal effects left by the Resident will be put into storage. The Resident is responsible for payment of moving and storage charges. SFN will not be responsible for any lost or damaged goods. If the Resident has not claimed the personal effects within one month and paid the moving and storage charges, the personal effects will be sent to auction and the proceeds will be used to offset the arrears. Any items that are not accepted by the auction will be donated to the local thrift store.

11.8 Eviction Administration Fee

The Resident will be charged an Eviction Administration Fee of \$50 when an Eviction Notice is served against them. The administration fee is due and payable with the Resident's arrears, or if there are no arrears, is due and payable with the following month's house payment.

11.9 Absolute Eviction

The third Eviction Notice served to a Resident within any 12 consecutive months shall constitute an Absolute Eviction Notice. The Absolute Eviction Notice may not be remedied. The Resident will be evicted on the 10th day after the notice is served. Any outstanding arrears, including the Eviction Administration Fee, remain due and payable to the Housing Department.

11.10 Post-Eviction Inspection

The Housing Department will conduct a move-out inspection of the Premises after an eviction. It is the right of the former Resident to be present.

12. SUBLET

The Resident may not sublet the Premises without the written approval of the Housing Working Group. Any sublease approved by the Housing Working Group is subject to the conditions imposed by the Housing Working Group.

13. MOVE IN/OUT

13.1 Move-In

Prior to the Resident moving into the Premises, the Housing Department will repair any damages that have been identified in the move out inspection. The Premises will be presented to the Resident clean and fully serviceable.

The Resident and the Housing Department will undertake a move-in inspection together. Any items identified by the Resident or the Housing Department at the move-in inspection will be recorded on the move-in inspection report to be signed off by the Resident and SFN; Items which are deemed to be safety issues, will be remedied within a reasonable time period.

13.2 Move-Out

The Resident and the Housing Department will undertake a move-out inspection together. Any cleaning or damage noted by the Housing Department or the Resident will be remedied by the Resident prior to move-out.

Prior to move-out, the Resident will ensure that the Premises are clean. If the Premises are not clean, the Resident may clean them, or the Housing Department will clean the Premises and charge the costs to the Resident. The Resident is liable for the house payment on the Premises until the Premises are clean.

Any damages must be reported to the Housing Department by filling out a damage report. If damages are the responsibility of the Resident (see Section 6) the Housing Department will make the repairs at the expense of the Resident. The Resident is responsible for the rent on the Premises until the repairs are complete.

If there are any outstanding arrears, the Resident will not be eligible for future housing with SFN.

14. THE ENTIRE AGREEMENT

14.1 The Provisions herein constitute the entire agreement between SFN and the resident, and supercede all previous agreements, whether verbal or written, between the Parties concerning the Premises.

14.2 It is expressly understood and agreed by the Resident that this agreement does not have the Resident any rights with respect to the lands on which the Premises are situated.

15. ACCEPTANCE

Stz'uminus First Nation and the Resident have reviewed and accepted the terms of this agreement.

SIGNED: This the ____ day of _____ 20__ at _____, BC.

| | | |
|------------------|---|-------------------------|
| _____ | } | STZ'UMINUS FIRST NATION |
| | } | |
| | } | |
| | } | |
| | } | |
| _____ | } | _____ |
| Witness | } | HOUSING DEPARTMENT |
| Print Name _____ | } | |

| | | |
|------------------|---|----------|
| | } | RESIDENT |
| | } | |
| | } | |
| | } | |
| | } | |
| _____ | } | _____ |
| Witness | } | |
| Print Name _____ | } | |
| | } | _____ |
| | } | SPOUSE |



Stz'uminus First Nation
 12611 Trans Canada Highway
 Ladysmith, BC V9G 1M5
 Tel: (250) 245-7155 Fax: (250) 245-3012

ACKNOWLEDGEMENT & CONCLUSION AGREEMENT

No. _____

Between

STZ'UMINUS FIRST NATION

And

(RESIDENT)

WHEREAS: The Resident and the Stz'uminus First Nation have entered into a "Residency Agreement" # _____.

on the _____ day of _____, 20__ ; and concerning the Premises known as:

LOT # _____ IR _____ HOUSE # _____

ADDRESS _____ ; and

WHEREAS: The "Residency Agreement" supercedes all previous rental agreements; and

WHEREAS: the Stz'uminus First Nation may turn ownership of the Premises over to the Resident after amortization is complete and the resident has lived at the Premises for a minimum of 10 consecutive years;

THEREFORE: This Acknowledgement & Conclusion Agreement shall define the terms and conditions under which ownership of the Premises will be turned over to the Resident.

1. DEFINITIONS

- Amortization Period - refers to the time over which the housing loan is repaid.
- Arrears - refers to any money owed to the SFN by the Resident.
- Resident - refers to the person residing in the Premises who has entered into a "Residency Agreement" with the Stz'uminus First Nation with regard to the Premises.

2. ACKNOWLEDGEMENT

The Resident acknowledges and understands that the Premises are rental accommodation, the occupancy of which is governed by the Stz'uminus First Nation "Residency Agreement"; and that no ownership of the Premises by the Resident will be considered until the Amortization Period is complete.

The Amortization Period of the Premises completes after _____ years, and on the _____ day of _____, 20_____.

Furthermore, the Resident acknowledges that ownership of the Premises may not be transferred if the Resident has any arrears due to the SFN; nor shall this Acknowledgement & Conclusion Agreement have any force or effect if there is a current Default under the Residency Agreement.

3. CONCLUSION

Upon the completion of the amortization period, and there being no Default under the Residency Agreement, or money owed to the SFN by the Resident, the Housing Department shall, at the Resident's request turn over ownership of the Premises to the Resident for the sum of \$250.00.

At this time the Resident becomes the Homeowner. The Homeowner accepts full responsibility for the maintenance, insurance and municipal charges, if any, associated with the Premises. The Homeowner may, at their discretion, enter into a Maintenance Agreement, under which the SFN will continue to maintain and repair, the Premises for a monthly fee.

4. ASSIGNABILITY

This Agreement may not be assigned by the Resident.

5. THE ENTIRE AGREEMENT

- 5.1 The provisions herein constitute the entire Agreement between the SFN and the Resident, and supercede all previous agreements, whether verbal or written, between the Parties concerning ownership of the Premises.

5.2 Verbal agreements, entered into either prior to, or subsequent to, this agreement, have no standing with regard to this agreement.

6. ACCEPTANCE

The Stz'uminus First Nation and the Resident have reviewed and accepted the terms of this agreement.

SIGNED: This the _____ day of _____, 200__ at

_____, BC.

| | | |
|------------------|---|-------------------------|
| _____ | } | STZ'UMINUS FIRST NATION |
| _____ | } | |
| _____ | } | _____ |
| Witness | } | SFN Administrator |
| Print Name _____ | } | |
| _____ | } | RESIDENT |
| _____ | } | _____ |
| _____ | } | _____ |
| Witness | } | Resident |
| Print Name _____ | } | |

7. DECLINED

The Resident has reviewed this agreement and has declined it.

SIGNED: This the _____ day of _____, 200__ at

_____, BC.

| | | |
|-------|---|-------------------------|
| _____ | } | RESIDENT |
| _____ | } | |
| _____ | } | _____ |
| _____ | } | |
| _____ | } | STZ'UMINUS FIRST NATION |
| _____ | } | |
| _____ | } | _____ |
| _____ | } | SFN Administrator |



Stz'uminus First Nation
12611 Trans Canada Highway
Ladysmith, BC V9G 1M5
Tel: (250) 245-7155 Fax: (250) 245-3012

HOUSING ARREARS REPAYMENT AGREEMENT

Between

STZ'UMINUS FIRST NATION

And

RESIDENT

“Resident” refers to the singular and the plural “Residents”

WHEREAS: The Resident has housing arrears outstanding to Stz'uminus First Nation and

WHEREAS: Outstanding housing arrears are cause for eviction;

THEREFORE: The Resident and the Stz'uminus First Nation are entering into this Housing Arrears Repayment Agreement in order to define and agree to a housing arrears repayment plan.

If a Resident is experiencing extenuating circumstances that will prevent them from paying the house payment in full on the due date, and with the determination if these are acceptable extenuating circumstances being approved at the sole discretion of the Housing Department, the Resident may enter into a Housing Arrears Repayment Agreement.

The Repayment Plan must reflect at minimum:

- a. That by the 3rd month following the 1st month in which there was an arrears in payment, full monthly house payments must be made each month.
- b. The repayment plan must reflect that all house payments are paid up within a six month period.

Failure to meet these requirements will result in a Notice of Eviction (Notification).

1. ARREARS TOTAL

The outstanding housing arrears as at _____ Total \$ _____
(Date) (Amount)

2. RESIDENT INCOME STATUS

The Resident is currently: Social Assistance ___ Employed ___ EI ___ Pension ___
Other _____ (specify)

3. REPAYMENT PLAN

a. Monthly Payments Against the Outstanding Arrears Balance

THE RESIDENT AGREES: to pay SFN an arrears payment of \$ _____ per month in addition to the monthly house payment of \$ _____ per month, if applicable. The monthly payment will be made on the 1st day of the month or as follows:

Resident Initial _____ **Spouse** _____

Premises refers to:

Lot # _____ IR _____ House # _____

Street Address: _____

Community: _____

Acknowledgement & Conclusion Agreement # _____

Resident Initial _____ **Spouse** _____

b. **THE RESIDENT AGREES:** If the Resident is a contractor retained by SFN or if the Resident is an employee of SFN or a SFN Corporation, then the Resident agrees to

allow SFN to deduct the house payment and any housing arrears payment from payments owed by SFN to those Residents.

Resident Initial _____

Spouse _____

4. ACCOUNT STATEMENTS

Arrears account statements will be issued monthly.

5. ACCEPTANCE

The Resident has reviewed the Arrears Repayment Plan terms and conditions, understands them and accepts them.

SIGNED: This the ____ day of _____, 20__ at _____, B.C.

| | | |
|------------------|---|-------------------------|
| _____ | } | STZ'UMINUS FIRST NATION |
| | } | |
| | } | |
| | } | |
| | } | |
| Witness | } | _____ |
| Print Name _____ | } | HOUSING DEPARTMENT |

| | | |
|------------------|---|----------|
| _____ | } | RESIDENT |
| | } | |
| | } | |
| Witness | } | _____ |
| Print Name _____ | } | |
| | } | _____ |
| | } | SPOUSE |



STZ'UMINUS FIRST NATION

HOUSING APPLICATION

ALL INFORMATION WILL BE HELD IN THE STRICTEST CONFIDENCE

Date: _____ Received By: _____

Name: _____ Band #: _____

Phone: (H) _____ (W): _____

Present Address: _____

Rental Own Other: _____

How long at the present address: _____ years _____ months

Current Landlord: _____ Phone: _____
Address: _____

Previous Landlord: _____ Phone: _____
Address: _____

Marital Status:

Single Married Divorced Separated Widowed Single Parent Unmarried Couple

Number of Dependents: _____

| NAME | BAND # | RELATIONSHIP | BIRTHDATE |
|------|--------|--------------|-----------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |



STZ'UMINUS FIRST NATION

FINANCIAL INFORMATION

| NET INCOME (MONTHLY) | APPLICANT | CO-APPLICANT |
|----------------------|-----------|--------------|
| Employment | | |
| Employment Insurance | | |
| Student/Band Sponsor | | |
| Other (Pension) | | |
| Social Assistance | | |
| TOTAL INCOME | | |

EXPENSES:

| | | |
|-------------------------------|--|--|
| Present Rent | | |
| Utilities | | |
| Other | | |
| Total Expenses | | |
| Income less expenses = | | |

Do you or your spouse own property and/or a house(s) anywhere?

Yes No If yes, list address(es)?

Have you previously rented from Stz'uminus First Nation? Yes No

If yes, previous house address: _____

EMPLOYMENT HISTORY

Applicant:

Current Employer: _____

Address: _____

Date of employment: _____

Full-time Part-time Temporary

Occupation: _____

Phone: _____

Finish: _____

Previous Employer: _____

Address: _____

Date of employment: _____

Full-time Part-time Temporary

Occupation: _____

Phone: _____

Finish: _____



STZ'UMINUS FIRST NATION

Co-Applicant:

Current Employer: _____
Address: _____

Occupation: _____
Phone: _____

Date of employment: _____
 Full-time Part-time Temporary

Finish: _____

Previous Employer: _____
Address: _____
Date of employment: _____
 Full-time Part-time Temporary

Occupation: _____
Phone: _____
Finish: _____

DESIRED HOME

Type of house you are applying for: CMHC Rental Unit Individual Section 10
 1 bedroom 2 bedroom 3 bedroom 4 bedroom 5 bedroom

Are you required to give 30 days notice to move? Yes No

Does anyone (dependents) require handicapped facilities? Yes No

Explain: (i.e. Wheelchair) _____

I/We declare that the information provided herein is true and correct. I/We realize that any false information provided will result in the cancellation of the application.

I/We hereby give consent to Stz'uminus First Nation to make enquiries necessary to process this application, including a credit check.

I/We understand that accommodation availability is subject to placement on a waiting list and that Stz'uminus First Nation does not provide emergency shelter, nor can Stz'uminus First Nation accommodate "URGENT" referrals from other agencies.

Applications will be kept on file and must be renewed by March 31st of each year. A new application is required in order to keep Stz'uminus First Nation's Housing department advised of any changes in circumstances of the applicant.

Please provide three (3) tenancy references, if none, three (3) character references and contact information as soon as possible.

Applicant Signature

Date

Co-Applicant's Signature

Date



Stz'uminus First Nation
12611 Trans Canada Highway
Ladysmith, BC V9G 1M5
Tel: (250) 245-7155 Fax: (250) 245-3012

SFN HOUSING ALLOCATION POLICY

1. PURPOSE

The SFN Housing Allocation Policy deals with the allocation of SFN housing units to SFN Members.

2. ELIGIBILITY

a. Membership

Only SFN members, 19 years of age or older at the time of application are eligible for SFN Housing.

b. Previous Allocation

SFN members who presently are assigned a SFN home and wish to relocate to another more suitable house must first agree to forego the unit they have been assigned by SFN.

c. Outstanding Debts

Members with arrears to SFN, which are not in good financial standing, are not eligible for a new housing unit.

d. Financial Responsibility

Members must be able to demonstrate financial responsibility.

3. APPLICATION

a. All eligible Members are required to complete and submit a Housing Application to the Housing Department. Applications are available at the Administration Office.

b. The application must be updated to reflect any changes to the family situation.

c. The application must be renewed annually as per policy.

d. The application must be signed by the Applicant and his/her spouse.

e. Applications that include false or inaccurate information may be disqualified.

4. APPLICANT PRIORITY RATING

a. Allocation

Available housing units will be allocated to those applicants who are on the eligibility list with an up to date completed application form. The available house must be deemed suitable for the applicant. If the applicant is not deemed suitable, (i.e. handicapped applicant who needs wheel chair accessibility) then another suitable applicant will be given consideration. In this case, the handicapped applicant would remain on the housing list for the remainder of the fiscal year for consideration when an acceptable home does become available that would meet their needs. Other factors may impact applicants for suitability of a home such as the family size in relation to the number of bedrooms in the house is not compatible.

When an applicant is being considered for an available housing unit, staff shall request the applicant(s) to undertake a criminal record check. No tenancy agreement will be entered into without such a review being taken. If an unsatisfactory criminal record check is obtained, the applicant(s) will be removed from the housing allocation list and staff shall inform the applicant the reason for this. The applicant may exercise their right to appeal.

If the applicant does not accept the home, then their names shall remain on the allocation list for a future unit.

b. Applicant Selection

In order to qualify for a home, applicants will be considered based on the following:

1. An applicant must be able to satisfy the Housing Working Group that they have the financial capability to pay the house payment on an on-going basis.
2. Family association with the available home shall be given next consideration. If there is a history of a family living in a home of 10 years or more, then the home shall be granted to another family member with the family determining who that family member may be. The selected family member must be able to pay the rent to be granted the home.
3. Members who presently reside in a suitable home in the SFN community will not be considered for another home.
4. An applicant shall be chosen by the Housing Working Group that is deemed to be the most suitable for the available home. This shall be based on the characteristics of the home (i.e. number of bedrooms, handicap accessibility, etc.) in relation to the needs of the applicants. This decision shall be made at the sole discretion of the Housing Working Group.
5. The higher ratio of SFN members to non-members which make up the family unit size will be selected.

6. If two or more applicants are deemed equally qualified for the home, then the applicant who has the longest continuous application on file shall be offered the home.

In all cases, in order to be offered a SFN home, the applicants must undertake a criminal record check which is deemed satisfactory by the Housing Working Group.

SECTION 10 HOUSING POLICY

1. INTRODUCTION

The Section 10 program is an excellent way to make on reserve housing available to more members. As more members are able to gain employment, the demand for individual mortgages for on reserve housing has increased. CMHC (Canada Mortgage & Housing Corp.) and AANDC (Aboriginal Affairs and Northern Development Canada) only allocate the Band a maximum of six social housing units per year. The rest of the demand for housing must be met by other housing strategies such as the Individual Subsidy Program and the Section 10 Housing Program.

Band members who have available financial resources and are able to meet a lending institution's criteria for receiving a mortgage, may choose to apply for either of the above programs. Both programs provide the successful applicant with equity (a housing subsidy) from the AANDC housing subsidy subject to funding approval from AANDC.

Where an individual does not have personal wealth or assets to secure the housing loan, lending institutions will require a guarantee that the loan will be repaid. The Section 10 program provides this guarantee, known as the Ministerial Guarantee. The loan is actually guaranteed by SFN in as much as SFN funds are taken by AANDC to address the default of the loan.

Section 10 loans are a potential liability to SFN. It is for this reason that some Bands refuse to entertain requests for Section 10 housing. The band's guarantee can be protected if the Section 10 application process is followed completely; and if the Housing Department has a well-defined policy that helps the applicant and the Band avoid the common reasons for default. In the event that there is a default, it is critical that the policy be followed.

2. APPLICATION

The applicant must fill out a housing application, available from the Housing Department. The Housing Department will review the completed application and will date and sign it. A copy will be given to the applicant.

Updating and Renewal

The application should be updated as changes to the family unit or situation occur.

The application must be renewed annually by March 31st.

House Allocation Policy

Applicants will be given a copy of the House Allocation Policy in order to be fully informed of the process.

Section 10 Approval Package

Applicants must review the Section 10 Approval package. Applicants must agree to enter into the Undertakings outlined in the package.

Letter of Intent

A Letter of Intent from a lending institution shows that the bank, trust company or credit union will lend the Applicant the money to build the house if the conditions on the Letter of Intent are met. Prior to going to the bank, the Applicant may want to sit down with a Housing Department to review the financial requirements for borrowing.

Applicants must receive a Letter of Intent from their lending institution and must submit a copy of the letter to the Housing Department. The letter will be attached to the application. Any application that does not have a Letter of Intent attached will not be considered when allocations are made.

Building Site

Applicants must have an acceptable lot for building site (see Section 3). The Housing Department will have an encumbrance check done by Lands & Trusts Services (LTS) on the proposed lot. Documentation reporting a clear encumbrance check for the proposed lot must be attached to the completed application before an allocation can be made to the Applicant.

Timber

All timber, at the discretion of SFN, will remain the property of SFN. A timber permit may be required as determined by SFN.

3. LAND VERIFICATION

The applicant must have an acceptable building lot to be eligible for Section 10 allocation.

The Housing Department will have LTS conduct an encumbrance check on the proposed lot.

4. ALLOCATION

The House Allocation Policy will be used to allocate Section 10 houses to applicants.

Unsuccessful applicants may appeal the allocation within 10 days of its announcement.

5. AANDC HOUSING SUBSIDY

Those applicants who have been allocated a Section 10 house are eligible to apply for a Aboriginal Affairs (AANDC) Housing Subsidy.

The successful applicant is now referred to as the Homeowner.

The grant will be advanced to the Homeowner in accordance with progress inspections as outlined under Section 7. "Project Development, Construction and Completion."

6. PROJECT MANAGEMENT

Applicant must have the demonstrated capacity to project manage (this will be determined at the sole discretion of the Housing Department) or have a qualified project manager.

7. PROJECT DEVELOPMENT, CONSTRUCTION, AND COMPLETION

7.1 Project Development

The applicant will inform Housing of the total financial resources available for the project. These resources will be verified by statements of account and a letter of intent from the financial institute.

The applicant will submit a copy of the lot and house plans to the Housing Department for review. The plans will be accompanied by a cost estimate provided by a qualified builder. All design & construction must meet the BC Building Code and BC Safety Authority Codes.

Once the project cost and code compliance have been reviewed and are acceptable, the Homeowner is ready to enter into a construction contract.

7.2 Construction

Contracts

The Homeowner will enter into a contract or contracts for the construction of the house.

The contract(s) will state when inspections are to be undertaken and when and how much the Contractor will be paid, based on the progress of the work. An accredited building inspector must be retained to inspect and approve all stages of construction, including the building plans.

The Project Manager will oversee the administration of the contract(s).

Inspections

A copy of the Inspection Report at each stage must be provided to the Housing Department.

Advances

The Homeowner will advance his/her financial contribution into the project before any other funds are made available.

Housing will advance the AANDC subsidy into the project in accordance with the progress inspections until the Grant is fully expensed.

AANDC funding will be released to the homeowner as follows:

- 50% upon inspection of completion of foundation, less any costs incurred on project by SFN
- 50% upon completion of project less any additional costs incurred by SFN.
Or as otherwise modified by AANDC.

7.3 Insurance

The Homeowner must obtain Construction Insurance and provide proof of insurance to the Housing Department. Once construction is complete, the Homeowner must obtain insurance for building replacement.

8. MORTGAGAGE PAYMENTS

The Homeowner will make the mortgage payments at the lending institute. At the completion of the amortization period, or when the loan is paid out, the Undertaking by the Homeowner becomes null and void.

Default

If the payments are not made, the mortgage will go into default. The Lender may call on AANDC for the Ministerial Guarantee, upon which, AANDC will deduct the money from SFN's revenue.

Upon default, SFN has the right and obligation under the policy to take possession of the Homeowner's house. SFN may choose to rent the house in order to make mortgage payments. SFN may also sell the house.

OVERVIEW

INDIVIDUAL ON-RESERVE HOUSING

1. AANDC New Home Subsidy

AANDC provides First Nations with a funding contribution in the form of a subsidy to assist them with the construction/purchase of permanent new homes. A permanent new home is one that is fixed to a foundation, to prevent damage due to wind load and constructed in such a fashion as to be resistant to the effects of frost.

Presently AANDC is not legally obligated to provide subsidies to First Nation for their on-reserve homes.

As the regional budget for any given year is taxed meeting the demands for subsidies in that year, the retroactive provision of subsidies for on reserve homes is not available. The request for subsidy and its eligibility for funding must occur prior to completion of the home.

The AANDC home subsidy is provided to First Nations for permanent homes located on unencumbered, serviced reserve land, one per individual residence. The AANDC home subsidy is not to be used for the purposes of economic gain by the owner in the case of individual ownership. The First Nation upon receipt of a subsidy, at its discretion allocates those funds to its member.

2. AANDC Renovation Subsidy

The renovation subsidy is provided to First Nation for those on-reserve homes that are not currently subsidized by CMHC. The home to be renovated must be at least ten (10) years old, and that the renovations to be performed will add an additional fifteen (15) years to the life expectancy of the home. The home has not received AANDC housing subsidies (new home or renovation) within the last ten (10) years. The amount of the subsidy is one half a new home subsidy per unit. The renovation subsidy is not to be used to repair lot services such as electrical, septic, road access and water.

3. AANDC Building Inspection Contribution

AANDC contributes funding for costs associated with building inspection services.

Please Note: This guideline is subject to the rules, regulations and policies of the aforementioned agencies and may be changed or omitted at their discretion.

4. WHERE THE AANDC SUBSIDY CAN BE USED

The departmental subsidy must be used for the construction/purchase or renovation of homes that are located on unencumbered as well as serviced reserve land.

The Land:

Unencumbered on reserve lands, for the purposes of the AANDC home subsidy and ministerial guarantee, do not include designated reserve lands and certificate of possession (CP) leased lands; these are considered encumbered.

Serviced Lots

All proposed homes must be located on serviced lots prior to the granting of the AANDC subsidy and ministerial guarantee. Serviced lots are those that provide road access, water, sewer and electricity. The costs for providing services are borne by the homeowner and form part of the total project cost. Individual well water systems require quality and quantity test to be part of the housing submission. Individual septic systems require a sewer permit from Health Canada as part of the housing submission.

Land Encumbrance Check:

A land encumbrance check must be performed and is valid for twenty-four months. Requests for a land encumbrance check should provide reference to an existing legal survey, where it exists.

Tenancy in Common/Right of Survivorship

All parties constructing a house on land that is jointly held are required to sign and have witnessed a letter granting permission to use the land for that purpose.

Land Ownership:

It is strongly recommended that the First Nation hold all land when a ministerial guarantee is in place. In a situation involving parties with a CP for the land, a written contract is strongly recommended to protect the interest of both parties wherein possession of the land reverts back to the original CP holder upon payout of the mortgage.

The Timber Permit

All new home project submissions are required to address the issue of Timber Permits.

SOURCES FOR FINANCING FOR ON RESERVE HOMES

Sweat Equity

The building inspector is to identify the work to be performed by the occupant and or family members providing the labour and assess the dollar value of that work. In case where skilled labour is involved, identification of the individual and their qualifications to perform that work is required.

Owners Financial Contribution

In situations where an individual First Nation member is providing a financial contribution to a home project a letter from that members financial institution indicating that funds are available is required. This letter must be provided in situation where the value of that contribution is in excess of \$5,000.00

In situations where the First Nation is the owner or is to contribute funding to an individual member for a home project, a Band Council Resolution confirming the financial commitment of the First Nation is required.

The Ministerial Guarantee

The AANDC ministerial guarantee is provided to assist First Nations and their members in securing loans from financial institutions for the purposes of building and renovating permanent homes on unencumbered and serviced reserve land. Ministerial guarantees are provided for Individual Ownership Home Loans and Band Administered Home Loans.

Contingency

Contingency dollars are not identified or set aside in new home and renovations projects. Changes to the scope of work and the attendant costs must be applied for separately.

Administration Funding

The separate funding of administration costs for housing is not available. These costs have been addressed through Band Support Funding.

Checklist for Individual On-Reserve Housing

First Steps:

1. **Housing Application:** Complete a Stz'uminus First Nation Housing Application Form, available at SFN Housing Department
2. **Financial Contribution:** Applicants must provide a letter of intent from the member's financial institution indicating the approved loan amount or member's equity.
***Contact your bank and make an appointment with an advisor to determine your loan eligibility.
3. **Identify the Land:** Applicants must have an acceptable lot for the building site.
Determine where you would like to build your house.
 - a. **Letters of support:** If the land is in an area that is not surveyed or part of a subdivision, letters of support may be required if the proposed site is adjacent to existing houses.

Once the above is complete, it is advised, that you contact the Stz'uminus Housing Department to make a request to the Housing Working Group to determine if there are any objections to the proposed building site. The Housing Working Group will make a recommendation to the Administrator along with proposed stipulations to be satisfied before a recommendation to Chief and Council for final approval is granted to proceed.

4. **Proposed Lot Plan:**
 - a. Geotechnical Report: If the proposed lot is not on a subdivision, then a geotechnical engineer should be contacted to confirm the suitability of the building site.
 - b. Archeological and/or Environmental Impact Study if required, as determined by the Housing Department.
 - c. Survey: If the land is not surveyed and/or part of a subdivision the applicant, at their cost, must arrange for a proposed lot plan to be prepared by a surveyor. The proposed lot must not exceed half an acre.
 - d. Sewer connection or septic – confirm connection. Individual septic systems require a sewer permit from Health Canada as part of the housing submission.
 - e. Confirm water connection

All costs related to survey, geotechnical report, archeological/environmental study, water, sewer, access, clearing of the site must be borne by the applicant.

5. **Electricity:** BC Hydro Design Engineer should be contacted to provide costs related to providing electric power to the house.

6. **Housing Working Group:** Applicants must submit all documentation to the Housing Working Group for permission to build, along with a request for housing subsidy and ministerial guarantee. Attach to the request the following:
 - a. Letter from Financial Institute
 - b. Proposed lot plan as identified by surveyor
 - c. Geotechnical report
 - d. Letter from BC Hydro confirming access to power
 - e. Confirmation of sewer/septic & water connection

7. **Legal Survey and Plot Plan:** Upon approval, by Chief and Council, of the home site then a legal survey must be carried out. A plot plan should be requested at this time positioning the house on the lot and taking into consideration driveway access and any septic system.

8. **Management Plan** – Prepare an Management Plan (AANDC form, 4 pages)

9. **Land Encumbrance Check:** Request land encumbrance from AANDC. Attach proposed lot plan.

10. **Environmental Assessment:** Complete the Environmental Assessment Forms.

11. **Housing Subsidy:** Provide the following items to the Housing Department for required signatures of authorization prior to submission to AANDC:
 - a. Completed Management Plan
 - b. Land Encumbrance Report
 - c. Complete Environmental Screening Record
 - d. Letter from Financial Institution
 - e. Project description and detailed project costs.

12. **Ministerial Guarantee:** A ministerial guarantee is required when a member is requesting financing from a financial institution. Upon approval from Chief and Council, the SFN Housing Department will assist with the request to AANDC.

13. **Construction**
The construction phase may now begin.



**STZ'UMINUS FIRST NATION
RESIDENT APPEAL FORM**

Resident: _____

Address: _____

Reason for Appeal:

Remedy Requested:

Signature

Name

Date

Estimated Cost for Repairs:

Repair work : Cost

Labour:

| | |
|--|--|
| | |
| | |
| | |

Materials and Supplies:

| | |
|--|--|
| | |
| | |
| | |

Timeframe that repairs should be made:

1. Immediate - health and safety issue to person
2. As soon as possible – protect integrity of building
3. Within reasonable period of time -specify

Additional comments:

| | |
|--|--|
| | |
| | |
| | |

Signature

Name

HOUSING CONDITION RATING REPORT

COMMUNITY NAME: STZ'UMINUS FIRST NATION

TENANT NAME: _____

ADDRESS/ UNIT NUMBER: _____

DATE OF INSPECTION: _____

| BUILDING COMPONENT | DEFICIENCY | WEAR & TEAR | RATING | EST. COST |
|-------------------------|------------|-------------|--------|-----------|
| MAIN ENTRY PORCH | | | | |
| Steps | | | | |
| Exterior Doors | | | | |
| Electrical | | | | |
| Floor | | | | |
| KITCHEN | | | | |
| Stove | | | | |
| Fridge | | | | |
| Range Hood | | | | |
| Cabinets & Counter Tops | | | | |
| Windows | | | | |
| Taps & Sinks & Plumbing | | | | |
| Electrical | | | | |
| Floor | | | | |
| Walls & Ceilings | | | | |
| Thermostat | | | | |
| LIVINGROOM | | | | |
| Windows | | | | |
| Electrical | | | | |
| Floor | | | | |
| Walls & Ceilings | | | | |
| Thermostat | | | | |
| BEDROOM# 1 | | | | |
| Doors | | | | |
| Closet Rods, Shelf | | | | |
| Windows | | | | |
| Electrical | | | | |
| Floor | | | | |
| Walls & Ceilings | | | | |
| BEDROOM#2 | | | | |
| Doors | | | | |
| Closet Rods, Shelf | | | | |
| Windows | | | | |
| Electrical | | | | |
| Floor | | | | |
| Walls & Ceilings | | | | |

CONDITION RATING FORM

STZ'UMINUS FIRST NATION

| BUILDING COMPONENT | DESCRIPTION | | RATING | EST.COST |
|-------------------------|-------------|--|--------|----------|
| BEDROOM#3 | | | | |
| Doors | | | | |
| Closet Rods, Shelf | | | | |
| Windows | | | | |
| Electrical | | | | |
| Floor | | | | |
| Walls & Ceilings | | | | |
| BEDROOM#4 | | | | |
| Doors | | | | |
| Closet Rods, Shelf | | | | |
| Windows | | | | |
| Electrical | | | | |
| Floor | | | | |
| Walls & Ceilings | | | | |
| BATHROOM#1 | | | | |
| Doors | | | | |
| Windows | | | | |
| Electrical | | | | |
| Exhaust Fan | | | | |
| Taps & Sinks & Plumbing | | | | |
| Vanity & Counter Top | | | | |
| Bathtub & Shower | | | | |
| Tub Surround | | | | |
| Toilet | | | | |
| Hardware | | | | |
| Floor | | | | |
| Walls & Ceilings | | | | |
| Thermostat | | | | |
| BATHROOM#2 | | | | |
| Doors | | | | |
| Windows | | | | |
| Electrical | | | | |
| Exhaust Fan | | | | |
| Taps & Sinks & Plumbing | | | | |
| Vanity & Counter Top | | | | |
| Bathtub & Shower | | | | |
| Tub Surround | | | | |
| Toilet | | | | |
| Hardware | | | | |
| Floor | | | | |
| Walls & Ceilings | | | | |
| Thermostat | | | | |
| REAR PORCH | | | | |
| Steps | | | | |
| Exterior Doors | | | | |
| Electrical | | | | |
| Floor | | | | |

CONDITION RATING FORM

STZ'UMINUS FIRST NATION

| BUILDING COMPONENT | DESCRIPTION | | RATING | EST.COST |
|-----------------------------|-------------|--|--------|----------|
| UTILITY AREA | | | | |
| Doors | | | | |
| Furnace | | | | |
| Washer/Dryer | | | | |
| Water Tank | | | | |
| Sewage Tank (INT-EXT) | | | | |
| Electrical Panel | | | | |
| Electrical | | | | |
| Floor | | | | |
| Walls & Ceilings | | | | |
| Heat Recovery System | | | | |
| Thermostat | | | | |
| MISCELLANEOUS | | | | |
| Ducting or Radiators | | | | |
| Interior Painting | | | | |
| Halls- Storage Area | | | | |
| Interior Stairs & Rails | | | | |
| Smoke- CO Detectors | | | | |
| Furnace | | | | |
| Wood Stove/ Piping | | | | |
| CRAWLSPACE- BASEMENT | | | | |
| Door- Hatch | | | | |
| Stairs- Rails | | | | |
| Electrical | | | | |
| Floor | | | | |
| Walls & Ceilings | | | | |
| Thermostat | | | | |
| EXTERIOR | | | | |
| Driveway | | | | |
| Drainage | | | | |
| Exterior Electrical | | | | |
| Foundation | | | | |
| Posts | | | | |
| Siding-Skirting | | | | |
| Paint-Stain | | | | |
| Soffits- Fascia- Spouts | | | | |
| Roof | | | | |
| Chimney- Vents | | | | |

GENERAL COMMENTS:

SIGNATURE

DATE

RESIDENT MOVE IN/OUT INSPECTION REPORT

COMMUNITY NAME: STZ'UMINUS FIRST NATION

TENANT NAME: _____

ADDRESS/ UNIT NUMBER: _____

DATE OF INSPECTION: _____

| BUILDING COMPONENT | DEFICIENCY | WEAR & TEAR | RATING | EST. COST |
|-------------------------|------------|-------------|--------|-----------|
| MAIN ENTRY PORCH | | | | |
| Steps | | | | |
| Exterior Doors | | | | |
| Electrical | | | | |
| Floor | | | | |
| KITCHEN | | | | |
| Stove | | | | |
| Fridge | | | | |
| Range Hood | | | | |
| Cabinets & Counter Tops | | | | |
| Windows | | | | |
| Taps & Sinks & Plumbing | | | | |
| Electrical | | | | |
| Floor | | | | |
| Walls & Ceilings | | | | |
| Thermostat | | | | |
| LIVINGROOM | | | | |
| Windows | | | | |
| Electrical | | | | |
| Floor | | | | |
| Walls & Ceilings | | | | |
| Thermostat | | | | |
| BEDROOM# 1 | | | | |
| Doors | | | | |
| Closet Rods, Shelf | | | | |
| Windows | | | | |
| Electrical | | | | |
| Floor | | | | |
| Walls & Ceilings | | | | |
| BEDROOM#2 | | | | |
| Doors | | | | |
| Closet Rods, Shelf | | | | |
| Windows | | | | |
| Electrical | | | | |
| Floor | | | | |
| Walls & Ceilings | | | | |

RESIDENT MOVE IN/OUT INSPECTION FORM

STZ'UMINUS FIRST NATION

| BUILDING COMPONENT | DESCRIPTION | | RATING | EST.COST |
|-------------------------|-------------|--|--------|----------|
| BEDROOM#3 | | | | |
| Doors | | | | |
| Closet Rods, Shelf | | | | |
| Windows | | | | |
| Electrical | | | | |
| Floor | | | | |
| Walls & Ceilings | | | | |
| BEDROOM#4 | | | | |
| Doors | | | | |
| Closet Rods, Shelf | | | | |
| Windows | | | | |
| Electrical | | | | |
| Floor | | | | |
| Walls & Ceilings | | | | |
| BATHROOM#1 | | | | |
| Doors | | | | |
| Windows | | | | |
| Electrical | | | | |
| Exhaust Fan | | | | |
| Taps & Sinks & Plumbing | | | | |
| Vanity & Counter Top | | | | |
| Bathtub & Shower | | | | |
| Tub Surround | | | | |
| Toilet | | | | |
| Hardware | | | | |
| Floor | | | | |
| Walls & Ceilings | | | | |
| Thermostat | | | | |
| BATHROOM#2 | | | | |
| Doors | | | | |
| Windows | | | | |
| Electrical | | | | |
| Exhaust Fan | | | | |
| Taps & Sinks & Plumbing | | | | |
| Vanity & Counter Top | | | | |
| Bathtub & Shower | | | | |
| Tub Surround | | | | |
| Toilet | | | | |
| Hardware | | | | |
| Floor | | | | |
| Walls & Ceilings | | | | |
| Thermostat | | | | |
| REAR PORCH | | | | |
| Steps | | | | |
| Exterior Doors | | | | |
| Electrical | | | | |
| Floor | | | | |

RESIDENT MOVE IN/OUT INSPECTION FORM

STZ'UMINUS FIRST NATION

| BUILDING COMPONENT | DESCRIPTION | | RATING | EST.COST |
|-----------------------------|--------------------|--|---------------|-----------------|
| UTILITY AREA | | | | |
| Doors | | | | |
| Furnace | | | | |
| Washer/Dryer | | | | |
| Water Tank | | | | |
| Sewage Tank (INT-EXT) | | | | |
| Electrical Panel | | | | |
| Electrical | | | | |
| Floor | | | | |
| Walls & Ceilings | | | | |
| Heat Recovery System | | | | |
| Thermostat | | | | |
| MISCELLANEOUS | | | | |
| Ducting or Radiators | | | | |
| Interior Painting | | | | |
| Halls- Storage Area | | | | |
| Interior Stairs & Rails | | | | |
| Smoke- CO Detectors | | | | |
| Furnace | | | | |
| Wood Stove/ Piping | | | | |
| CRAWLSPACE- BASEMENT | | | | |
| Door- Hatch | | | | |
| Stairs- Rails | | | | |
| Electrical | | | | |
| Floor | | | | |
| Walls & Ceilings | | | | |
| Thermostat | | | | |
| EXTERIOR | | | | |
| Driveway | | | | |
| Drainage | | | | |
| Exterior Electrical | | | | |
| Foundation | | | | |
| Posts | | | | |
| Siding-Skirting | | | | |
| Paint-Stain | | | | |
| Soffits- Fascia- Spouts | | | | |
| Roof | | | | |
| Chimney- Vents | | | | |

GENERAL COMMENTS:

SIGNATURE

DATE

**STZ'UMINUS FIRST NATION
NOTICE OF VIOLATION**

Date of Notice: _____

Resident's Name: _____

Address of Premises: _____

TAKE NOTICE THAT

1. Pursuant to a written Residency Agreement dated _____ you are a resident for the Premises described above of which you now hold possession.

2. You are in violation of certain covenants of your Residency Agreement for the Premises as follows:

3. You are required to correct these violations within _____ of delivery of this Notice (the Deadline).

4. These violations are a substantial default under the terms of your Residency Agreement and entitle Stz'uminus First Nation (SFN) to take possession of the Premises. If you do not correct the said violations by the Deadline, an Eviction Notice will be delivered stating that the Residency Agreement is terminated by SFN as of the date stated on the Eviction Notice.

5. If an Eviction Notice is issued the Residency Agreement will be deemed terminated by SFN. The resident must vacate and surrender the Premises to SFN by 4:00 pm on

6. The resident has the right to appeal a Notice of Violation to the SFN Administrator within 10 working days following issuance of this notice. The appeal must be addressed to the Administrator. It must be submitted to the SFN band office by 4:00 p.m. of the

**STZ'UMINUS FIRST NATION
NOTICE OF VIOLATION**

10th day and submitted on the appeal form available through the SFN Housing Department. There will be no appeal permitted for an Eviction Notice other than as may be provided for in the SFN Housing Policy.

This notice was delivered to:

Name of Resident: _____

Address delivered to: _____

Date and time notice provided: _____

Signature of person delivering notice: _____