

NO. 93-1

**A BYLAW OF THE COUNCIL
OF THE HALALT INDIAN BAND No. 645**

Purpose: To enact a bylaw regarding housing and related matters.

PURSUANT to the powers conferred on it by section 81(1)(h) and pursuant to Section 20 of the INDIAN ACT, R.S.C. 1985, Chapter I-5 as amended , the Council of the Halalt Indian Band No. 645 enacts as follows :

1. This bylaw may be cited as the "HOUSING BYLAW".
2. For the sake of convenience, this bylaw is divided into the following Parts and Divisions and Headings:

PART	DIVISION	SECTION
I	Definitions	2
II	Ownership and Possession	3 - 5
III	Mortgages and Certificates of Possession	6 - 16
IV	Rentals and Rentals To own	17 - 24
V	Housing / Rent Subsidy	25 - 28
VI	Housing Priorities	29
VII	Construction	30 - 34
VIII	Maintenance	35 - 42
IX	Administration	43 - 44
X	Penalties	45

PART I Definitions

2. In this bylaw, unless the context requires otherwise:

- (a) "**Allotment**" means that portion of the land in the reserve which by written permission of the Minister is set aside for the use and possession of a member.
- (b) "**Band**" means the Halalt First Nation IR# 645 and as defined by the Indian Act.
- (c) "**Council**" means the council of the Band having been duly elected from time to time pursuant to the Indian Act.
- (d) "**Band Manager**" means that person employed by the Band or being responsible for the operational and financial management of the Band and in the context of this bylaw can include that person designated by the Council as "Housing Officer";
- (e) "**Band Member**" and "**member**" means a person whose name appears on the Band Membership List (as set out in Section 8 through 14.3 of the Indian Act) of the Halalt First Nation or a person who is entitled to have his name appear on the Band Membership List;
- (f) "**Certificate of Possession**" means the document which may be issued to a member by the Minister and is evidence of a member's right of possession of the lands described in the Certificate;
- (g) "**Certificate of Ownership**" Means a letter from the Chief and Council stating that the dwelling has been paid for by the member according to the terms of the rental-purchase agreement.
- (g) "**Dwelling**" includes an apartment, condominium, detached residential building, row house, house, mobile home, out buildings, shed, garage, and all related improvements.
- (h) "**Housing Officer**" Means the person or persons responsible to administer the terms of this bylaw as appointed from time to time by the council.
- (i) "**Housing Subsidy**" means moneys provided to the Band by the Minister to assist the Band in providing dwellings for its members.
- (j) "**Indian Act**" means the legislation governing the Aboriginal Peoples of Canada and lands reserved for them by the Crown and as from time to time amended by the parliament of Canada.
- (k) "**Maintenance**" includes upkeep and repair of the dwelling.

- (l) "**Minister**" means the Minister of Indian and Northern Affairs Canada.
- (m) "**Rent Subsidy**" means moneys paid to the Band by the Canada Mortgage and Housing Corporation (CMHC) pursuant to the **National Housing Act** and agreements between the Band and CMHC to assist Band members, who have low incomes, with their rent.
- (n) "**Reserve**" means the lands held by Her Majesty for the use and benefit of the Band.
- (o) The singular imports the plural and the use of the masculine form of pronouns includes the feminine.

PART II Ownership and Possession

3 (1). The right of a member to the possession and use of land on the reserve is subject to the allotment of the Minister in accordance with the Indian Act. Such allotment is made through the issuance of a Certificate of Possession on a legally surveyed piece of property.

(2). The use, possession or ownership of a dwelling on the reserve, shall be as determined by Band Council Resolution and is contingent on the member's having a Certificate of Ownership, a valid agreement of sale, a valid rental or rental purchase agreement, or a valid will bequeathing the dwelling to the member.

4. A non-member shall not be entitled to the possession or use of a dwelling or land owned by or held for the benefit of the Band unless recommended by a majority vote of Band members carried out in accordance with the regulations and provided the Minister issues a permit in accord with Section 28 (2) of the Indian Act.

5. Any person who is in possession of a dwelling otherwise than in accordance with clauses 3 or 4 above shall vacate the dwelling upon thirty (30) days notice from the Band Manager.

PART III Mortgages and Certificates of Possession

6. A member may raise money by a mortgage against property on the reserve by applying to the Minister of Indian Affairs, in the form as required by the Minister and after receiving the prior approval of Council in the form of a Band Council Resolution.

7. The form of the mortgage and the lender shall be as approved beforehand by the Minister and the Council.

8. The Band at its option may be co-signer of the mortgage.

9. Where the lender requires the Minister to be guarantor of the mortgage, the member in his application to Council shall provide in the form required by Council the following information about himself and the other occupants or intended occupants of the dwelling:

- (a) Statements of annual income;
- (b) Statements of assets, expenses, liability and debts;
- (c) Approval of the Council or certificate of possession for the property on which the dwelling is to be constructed;
- (d) Approval of the Council for connections to roads and all public utilities;
- (e) Plans of the proposed dwelling; and
- (f) Three estimates from qualified building contractors.

10. Each member who is in receipt of a housing-income subsidy or mortgage moneys, or is a mortgagor on a mortgage against property on the reserve shall provide the information as set out above in Section 9 (a) and (b) to the Band Manager annually as required by the Band Manager for the annual audit.

11. Where the Band is co-signer, or where the Minister is guarantor of a mortgage the Council, prior to approving the mortgage transaction, may require the member to immediately surrender to the Band that portion of the member's Certificate of Possession for the property on which the dwelling is located.

12. Where a member surrenders his Certificate of Possession pursuant to Section 11 of this bylaw the Band shall return it to the member as soon as he has paid in full the moneys secured by the mortgage. If the member is in default of the mortgage and/or abandons the dwelling the Band will retain the ownership of the Lot and the dwelling.

13. Upon the return of the Certificate of Possession, the member shall have the right of exclusive ownership of the dwelling, and the right to the use and possession of the land.

14. Every member who is a mortgagor of property on the reserve shall abide by the terms of the mortgage and pay the monthly rent payments on time as set out in the rent or rent to purchase agreement.

15. Every member who fails to make his rent payments for a period of thirty (30) days beyond its due date and/or fails to provide the Housing Officer with the information required to maintain CMHC subsidies and as set out in the rental-purchase agreement is in contravention of this bylaw and shall vacate the dwelling upon thirty (30) days notice in writing from the Band Manager. Unless the member can show cause for his failure to comply with the provisions of the bylaw the council will proceed to implement section 12 to this bylaw.

16. Every member who without reasonable excuse fails to comply fully with the provisions of Section 9 above is in contravention of this bylaw and shall not be entitled to

build, rent, or Mortgage a building on reserve. The Council shall pass a Band Council Resolution requiring the member to move, remove, or demolish any structures moved onto or built in whole or in part without full compliance with Section 9.

PART IV Rentals and Rentals to Own

17. The Chief and Council shall by way of a Band Council Resolution approve standard rental and rental-purchase agreements to be used in all applications for rental and rental-purchase arrangements between the members and the Band. Any member may apply for the rental or the rental-purchase of a dwelling and the use of land on the reserve. All members currently occupying houses on the reserve which have outstanding mortgages with the Band or subsidized by CMHC shall at the time of the coming into effect of this bylaw, renew their rental or rental-purchase agreements to bring them into accord with the provisions of this bylaw.

18. Upon receipt from the Band Manager of the rental or rental-purchase agreement, Council may approve it and may authorize the Band Manager to execute the agreement on behalf of the Band.

19. A proviso of the rental-purchase agreement may be that the member shall be entitled to the possession and use of the land and ownership of the dwelling upon the successful completion of the term of the agreement and when all loans against the premises have been paid.

20. Where the member has abided by the conditions of the rental-purchase agreement including paying the rent on time throughout the rental-purchase agreement, the Council in accordance with the proviso of the agreement shall grant ownership of the dwelling to the member and shall request the Minister to allot possession of the land. The Council shall issue to the member a Certificate of Ownership for the dwelling stating that the terms of the rental-purchase agreement have been fully complied with.

21. Pursuant to the Section 20 above, the Council shall take all the necessary steps as soon as practical to cause the Minister to issue to the member a Certificate of Possession.

22. Upon the recommendation of the Band Manager, the Council shall set the rent and rent increases based upon the following criteria:

- (a) In the case where the band holds or guarantees the mortgage, the rent shall be as stated in the rental-purchase agreement and shall be subject to such increases as are provided for in that agreement.
- (b) In the case where the loan is subsidized through CMHC, the rent shall be as set forth in the agreement between CMHC and the Band and shall be subject to such increases as may be provided for in that agreement.

23. Every member upon applying for a rental or rental-purchase agreement and annually thereafter shall provide to the Housing Officer statements of annual income concerning himself and the other occupants or intended occupants of the dwelling.

24. Every member who fails to make his rent payments for a period of thirty (30) days beyond its due date and/or fails to provide the Housing Officer with the information required to maintain CMHC subsidies and as set out in the rental-purchase agreement is in contravention of this bylaw and shall vacate the dwelling upon thirty (30) days notice in writing from the Band Manager.

PART V Housing/Rent subsidy

25. The Band may provide a subsidy, on the petition of a member, to assist with rent, in such amount or amounts as may be available and as Council may decide based on members needs. A Band Council Resolution is required before any subsidy can be arranged.

26. Where it is provided the subsidy is to assist with the member's rental payments.

27. Every member who is eligible to receive or is receiving a housing-rent subsidy shall provide the Band Manager, in the form as required by the Band Manager, the information as set out in Section 23 of this bylaw. The information shall be provided by the member:

- (a) upon the application of the member for a subsidy; and
- (b) annually, while the member is receiving the benefit of the subsidy; or
- (c) as soon as practical upon the request of the Band Manager.

28. Every member who fails without reasonable excuse to provide the information as required by Section 27 above shall not be eligible to receive the benefit of a housing-rent subsidy, and shall vacate his dwelling upon thirty (30) days notice in writing from the Band Manager.

PART VI Housing Priorities

29. The Chief and Council shall by way of a Band Council Resolution approve a Housing Priority Policy that will provide for the equitable distribution of houses based upon Need and the individual's record of maintenance and financial responsibility in past rental and rental-purchase agreements with the Band. The supply, use and eligibility for dwellings on the reserve shall be as set out in the Band's Housing Priority Policy.

PART VII Construction

30. Due to concern about the quality of construction in the past, the National Building Code in effect from time to time shall apply as a guideline to all construction on the reserve commenced after the first day that this bylaw takes effect.

31. The construction of dwellings or buildings for the common use and enjoyment of members shall be by contract between building contractors and others and the Band Manager on behalf of the Band.

32. Plans for the construction of all buildings and dwellings on the reserve shall be only as approved ahead of time by the Council. The Council's approval is conditional upon the provisions of Section 9 above and the proposed building being designed and contracted to be constructed in compliance with the National Building Code. Any variance from these conditions requires a specific Band Council Resolution.

33. Where the CMHC is providing the funding, or subsidy for a dwelling the plans must be approved ahead of time by CMHC's Social Housing/Inspection Departments.

34.(1) A member shall hire only qualified contractors and workers and shall furnish evidence of such qualifications with his applications to Council.

(2) The member's application will also contain:

- (a) proposed plans
- (b) proposal cost of construction
- (c) method of payment of construction

(3) Upon approval, the member shall provide the Band Manager on a monthly basis until completion of the construction and payment in full with:

- (a) a statement of the progress of construction
- (b) a statement of payment due and payments made.

PART VIII Maintenance

35. Each occupant of a dwelling in the reserve shall be responsible for the maintenance of the dwelling and the grounds unless set out otherwise.

36. Every member who enters into a rental or rental-purchase agreement, is responsible at his expense for the day to day upkeep of his dwelling and the grounds related to it. The Band will provide regularly scheduled maintenance and repair of the dwelling.

37. Every member who enters into a rental or rental-purchase agreement shall be responsible to pay for or properly repair any damage to his dwelling caused by him, his guest's, or other occupant's negligence, misuse, willful damage, or abuse.

38. The Band Manager may through written notice require a member as described in Section 37 above, to under take repair or maintenance, on the member's dwelling or grounds within 14 days from the date of notice.

39. Where the member fails to perform the required repair or maintenance the Council may order the Band staff to perform the maintenance at the cost of the member.

40. The Band Manager shall provide the member as described in Section 39 above with a written statement of the cost of the maintenance or repair.

41. The member shall within 60 days from the date of the statement, pay the cost in full to the Band, or shall arrange and adhere to a payment schedule as approved by the Band Manager for the payment of the maintenance or repair.

42. Every member who without reasonable excuse fails to comply with Section 41 above is in contravention of this bylaw and shall vacate the dwelling within 30 days of notice by the Housing officer.

PART IX Administration

43. The Band Manager shall be responsible to the Council for the administration of this bylaw.

44. Wherever in this bylaw written notice or statement is required to be provided to a member evidence that it was sent by registered mail to the member is sufficient proof that it was received by the member.

PART X Penalties

45. Every member who contravenes this bylaw, and who does not comply with the order to vacate the dwelling and/or causes willful damage to the dwelling shall be charged with an offense and shall be liable on summary conviction to:

- (a) a fine not exceeding one thousand dollars or imprisonment for a term not exceeding thirty days, or both; and
- (b) an order of the court prohibiting the continuation or repetition of the act of contravening the bylaw ; and
- (c) an order of restraint made by the court at the instance of the Council.

Passed by the Council of the Halalt First Nation No. 645 the

14th day of May, 1993.

Joseph G. Norris
Joseph G. Norris
Chief of the Council of
The Halalt Indian Band No. 645