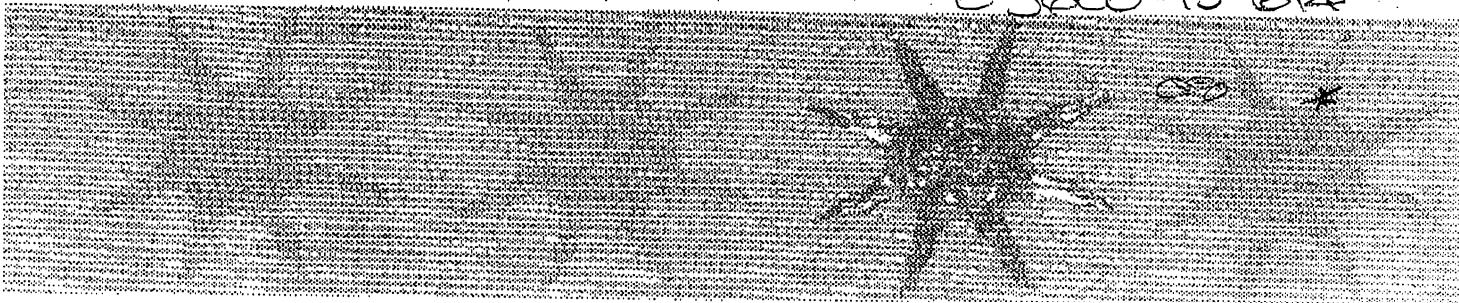


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HOUSING POLICY

NAK' AZDLI BAND COUNCIL

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**NAK'AZDLI BAND COUNCIL
RESIDENTIAL OCCUPANCY BY-LAW**

**By-Law No. _____
Being a by-law to regulate residency and
the orderly allocation, use and occupancy of
Band Owned Houses.**

WHEREAS the Council of the Nak'azdli Band desires to make a by-law for the regulation of residency on reserve, the allocation, use and occupancy of Band Owned Houses;

AND WHEREAS paragraphs 18(1)(a), (c), (h), (p.1), (q) and (r) of the Indian Act empower the Council of Nak'azdli Band to make by-laws to provide for the health of residents, the observance of law and order, the regulation of construction, repair and use of buildings, whether owned by the band or by individual members of the band, the residence of band members and other persons on the reserve, and with respect to any matter arising out of or ancillary to the exercise of the power, and for the imposition of a penalty for a violation thereof;

AND WHEREAS it is deemed to be expedient for the welfare of the inhabitants of the Nak'azdli Reserve to regulate residency and in order to do so, to provide for the orderly allocation of band owned houses, and to provide for their use and occupancy;

NOW THEREFORE the Council of the Nak'azdli Band hereby enacts the following by-law:

Short Title

1. This By-law may be cited as the Nak'azdli Band Residential Occupancy By-law.

Interpretation

- 2.(1) In this by-law,

Application list means the list where all applications for occupancy of a band owned house are registered upon being submitted to the Band Council or the Housing Committee;

Band owned house means a house owned by the band that is living accommodation used or intended for use as a rental residence, and includes a room in a boarding house or lodging house; and a house which Nak'azdli Band holds a mortgage agreement with a financial institute or with an occupant/s of a house. This includes Social, Subsidy and Band Owned Rental Housing.

Band Council means the Band Council of Nak'azdli Band as defined in the Indian Act;

Housing agreement means an agreement, whether written, oral or implied, between the Band Council and a resident for the right to occupy a band owned house, including any renewal of such an agreement;

Housing Administrator means a person appointed by the band council pursuant to section 4, to administer this by-law, and is an agent of the band council for the purposes of this By-law;

Housing Committee means a committee created pursuant to section 40, the main purpose of which is to resolve disputes between the Band Council and residents of a band owned house, to maintain a list of all applications made for occupancy of band owned houses, and to make recommendations to the Band Council on the allocation of band owned houses and other housing related issues;

Occupancy fee includes the amount of any consideration paid, or required to be paid, by a resident to the Band Council for the right to occupy a band owned house;

Resident means a person who enters into a housing agreement with the Band Council and who pays an occupancy fee in return for the right to occupy a band owned house;

Officer means any police officer, police constable or other person charged with the duty to preserve and maintain the public peace, and any person appointed by the Band Council for the purpose of maintaining law and order on the reserve;

Reserve means the reserve of the Nak'azdli Band and includes the Nak'azdli Reserve and I.R. #'s 1A, 3 & 3A;

- (2) For the purposes of this by-law, a resident has **vacated** the band owned house where the housing agreement has been terminated pursuant to this by-law, and
- (a) the resident has left the band owned house and informed the housing administrator that he does not intend to return; or
 - (b) the resident does not ordinarily live in the band owned house.
- (3) For the purposes of this by-law, a resident has **abandoned** the band owned house where the housing agreement has not been terminated pursuant to this by-law and
- (a) the housing administrator has reasonable grounds to believe that the resident has left the band owned house; or
 - (b) the resident does not ordinarily live in the band owned house and he has not expressed an intention to resume living in the said house.

Application

3. This by-law applies to the allocation, use and occupancy of band owned houses and housing projects where the band council has received a contribution pursuant to section 95 or 98 of the National Housing Act, RSC 1985, c. N-11, and to any house solely owned

by Nak'azdli Band and to housing agreements only, notwithstanding any other by-law or any agreement or waiver to the contrary.

Housing Administrator

- 4.(1) The Council may, by resolution, appoint one or more housing administrators, who shall be responsible for the administration and enforcement of this by-law.
- (2) The Council may, in the resolution, provide for reasonable remuneration to be paid to the housing administrator.
- (3) For the purpose of this by-law, the housing administrator is an agent of the Band Council.

Contractual Relationship

- 5.(1) For the purpose of this by-law, the relationship of the Band Council and the resident created under a housing agreement is one of contract only and does not create any interest in land in favor of the resident.
- (2) A housing agreement takes effect on the date the resident is entitled to occupy the band owned house.
- (3) The Band Council shall not be entitled to take, seize, detain or sell for occupancy fees payable under the housing agreement on the goods and personal property of any person.

Housing Agreements

- 6.(1) A housing agreement may be oral, written or implied.
- (2) A written housing agreement shall be signed by the parties and may be in the form set out in Schedule "A".

Deemed Inclusion of Provisions

7. A housing agreement shall be deemed to include the provisions of the housing agreement form set out in Schedule "A" and any provision of the housing agreement that is inconsistent with this by-law is of no effect.

Resident to Receive Copy

8. Where a housing agreement is in writing, the housing administrator shall ensure that a copy of the housing agreement, signed both by himself, as agent for the band council, and by the resident, is given to the resident within thirty (30) days after it has been signed by the resident and delivered to the housing administrator.

Additions only by Consent

- 9.(1) In addition to the rights and obligations contained in the housing agreement set out in Schedule "A", the housing administrator, as a agent for the band council, and the resident may provide in a written agreement for other rights and obligations which are not inconsistent with this by-law.
- (2) Where an additional obligation concerns the resident's use, occupancy or maintenance of the band owned house, the obligation cannot be enforced unless it is reasonable in all circumstances.
- (3) The housing administrator shall not establish, modify or enforce rules concerning the resident's use, occupancy or maintenance of the band owned house, unless the rules are reasonable in all the circumstances and in writing and made known to the resident.
- (4) The housing administrator or the resident may apply to the Housing Committee to determine whether an obligation or rule is reasonable.
- (5) The Housing Committee that receives an application pursuant to subsection (4) may determine whether an obligation or rule is reasonable and order the housing administrator or the resident to comply.
- (6) Any determination made pursuant to subsection (5) by the Housing Committee shall be rendered within 30 days after the date that it has received an application made pursuant to subsection (4).

Allocation of Band Owned Houses

- 10.(1) Any band member may apply to the Housing Committee for a band owned house, whether subsidy or rental housing.
- (2) The application shall be filed with the Housing Committee and shall include
- (a) if the applicant proposes to reside on the reserve for a limited time, the approximate duration of the proposed residence;
 - (b) the name of the applicant's spouse, if any;
 - (c) the names of the applicant's children, if any; and
 - (d) any other relevant information the applicant wishes to provide that assist the Band Housing Authority in decisions relating to allocation of a unit.
 - (e) All information requested in the application as set out in Schedule 'B'.

Determination of Allocation

11. (1) In determining whether to allocate a band owned house, the Housing Committee shall take into consideration each of the following:
- (a) whether the applicant agrees to pay the occupancy fee;
 - (b) the availability on the reserve of adequate housing;

- (c) whether the applicant is willing to enter into a housing agreement;
 - (d) points awarded in the Housing Allocation Selection Criteria Form as set out in Schedule 'C'.
 - (e) the applicant meets all the requirements as set out in the Band Housing Policy
- (2) After having reviewed the applications, the Housing Committee shall make its recommendations to Band Council;
- (3) The Band Council shall in turn dispose of the application by:
- (a) granting the applicant a band owned house; or
 - (b) refusing the application,

and shall give written notice incorporating reasons in support of its decision to the applicant.

Within five (5) days after disposing of the application, the Band Council shall cause a written notice to be given to the applicant stating the decision of the Council.

- (4) Any applicant whose application is refused under this section may appeal to the Band Council pursuant to section 51.

No Altering of Locks

- 12.(1) No person shall, during occupancy of the band owned house by the resident, alter or cause to be altered the locking system on any door giving entry to the Band owned house except by mutual consent of the resident and the Housing Committee.
- (2) Where, on the application of the housing administrator or a resident, the Housing Committee determines that an obligation imposed by this section has been breached, the housing committee may make an order:
- (a) requiring the person who breached the obligation to give access to the band owned house;
 - (b) requiring the person who breached the obligation not to breach the obligation again; or
 - (c) requiring the person who breached the obligation to compensate the party affected for loss suffered as a direct of the breach.

Resident's Right to Privacy

13.(1) The housing administrator shall not enter a band owned house except as provided by this section and section 14.

- (2) The housing administrator has the right to enter a band owned house, and a resident shall permit the housing administrator to enter:
 - (a) to perform the housing administrator's obligations under this by-law and the housing agreement;
 - (b) to show the band owned house to prospective residents where:
 - (i) the resident has given notice to terminate occupancy,
 - (ii) the band council and the resident have agreed to terminate, or
 - (iii) the Housing Committee has made an order to terminate occupancy;
 - (c) to inspect the band owned house every six months
 - (d) to permit an insurer or prospective insurer to inspect the premises where an insurance coverage is being arranged or renewed; or
 - (e) to inspect the band owned house on the day the resident is required to vacate the premises to determine if the resident has fulfilled his obligations under this by-law and the housing agreement.
- (3) When the housing administrator intends to exercise the right to enter, pursuant to subsection (2), he shall give written notice to the resident at least twenty-four hours before the first time of entry under the notice, specifying the purpose of the entry and the days and the hours during which the housing administrator intends to enter the band owned house.
- (4) The hours during which the housing administrator may enter the band owned house shall be between 8:00 am and 8:00 pm.
- (5) Unless the resident objects to the days and hours set out in the housing administrator's notice and specifies alternative days and hours that are reasonable in the circumstances, the housing administrator may enter in accordance with the notice given under subsection (3).

Where Entry without Notice Allowed

14.(1) The housing administrator has the right to enter the band owned house without giving the notice required by subsection 13(3) where:

- (a) an emergency exists;
 - (b) the resident consents at the time of entry; or
 - (c) the housing administrator has reasonable grounds to believe that the resident has vacated or abandoned the band owned house.
- (2) In the case referred to in paragraph (1)(a), the housing administrator has a right to enter even though the resident is not at home at the time and has not given his permission to the housing administrator to enter.
 - (3) In the case referred to in paragraph (1)(a), where a resident is at home at the time, he shall permit the housing administrator to enter.

Remedy for Breach of Privacy or Right of Entry

15. Where, on application of the housing administrator or of a resident, the Housing Committee determines that an obligation imposed by section 13 or 14 has been breached, the Housing Committee may make an order:
- (a) requiring the person who breached the obligation to not breach the obligation again; or
 - (b) requiring the person who breached the obligation to compensate the affected party for loss suffered as a direct result of the breach.

Band Council's Obligations

HOUSE TO BE HABITABLE

- 16.(1) The Band Council shall:
- (a) provide and maintain the band owned Rental houses in a good state of repair and fit for habitation during the occupancy; and
 - (b) ensure that the band owned Rental house provided complies with all health, safety, maintenance and occupancy standards required by law.
 - (c) In the case of Subsidy Housing, the repairs and maintenance of the house is the tenant's responsibility.
- (2) Subsection (1) applies even where a resident had knowledge of any state of non-repair before he entered into the housing agreement.
- (3) Where, on the application of a resident, the Housing Committee determines that the Band Council has not fulfilled an obligation imposed by this section, the Housing Committee shall recommend to the Band Council:
- (a) to comply with its obligation;
 - (b) to authorize any repair or other action to be taken by the resident to remedy the effects of the Band Council's breach and to pay any reasonable expenses associated with the repair or action; or
 - (c) to compensate the resident for loss that has been or will be suffered as a direct result of the breach.

RESIDENT TO HAVE PEACEFUL OCCUPANCY

- 17.(1) The Band Council shall not disturb a resident's occupancy or enjoyment of the band owned house.
- (2) Where, on the application of a resident, the Housing Committee determines that the Band Council has breached the obligation imposed by this section, the Housing Committee shall recommend to the Band Council:
- (a) to comply with its obligation;

- (b) to compensate the resident for loss that has been or will be suffered as a direct result of the breach.

PROVISION OF ADDRESSES FOR NOTICES

- 18.(1) The housing administrator shall give written notice to the resident of:
 - (a) his name and address for the giving of notices or documents and telephone numbers; and
 - (b) the name, address and telephone number of the Housing Committee having authority in respect of the band owned house.
- (2) Where, on the application of a resident, the Housing Committee determines that the Band Council has not complied with the obligations imposed by this section, the Housing Committee shall recommend to the Band Council to comply with this obligation.

Resident's Obligations

OBLIGATION TO PAY OCCUPANCY FEE

- 19.(1) A resident shall pay to the housing administrator, as agent for the Band Council, the occupancy fee required by the housing agreement on the dates specified by the housing agreement.
- (2) Where, on the application of the housing administrator, as agent for the Band Council, the Housing Committee determines that a resident has failed to pay the occupancy fee in accordance with subsection (1), the Housing Committee may make an order:
 - (a) requiring the resident to pay the occupancy fee owing;
 - (b) requiring the resident to pay his occupancy fee on time in the future; or
 - (c) terminating the occupancy on the date specified in the order and ordering the resident to vacate the band owned house on that date.

OBLIGATION TO REPAIR DAMAGE

- 20.(a) A resident is responsible for the repair of any damage to the band owned house caused by the willful or negligent conduct of the resident or any person or persons who are permitted on the premises by the resident.
- (2) A resident shall not remove from the band owned house any fixtures, sinks, bathtubs, or appliances, and shall not alter, make additions to or affix any item, fixture or thing to the floors, exterior or interior walls, roof or ceiling of the band owned house without the prior written consent of the housing administrator.

- (3) Ordinary wear and tear of the band owned house does not constitute damage to the premises.
- (4) Where, on the application of the housing administrator, as agent for the Band Council, the Housing Committee determines that a resident has failed to comply with the obligations imposed by this section, the Housing Committee may make an order:
 - (a) requiring the resident to comply with his obligation;
 - (b) prohibiting the resident from doing any further damage;
 - (c) requiring the resident to compensate the Band Council for loss suffered as direct result of the noncompliance;
 - (d) authorizing any repair or other action that is to be taken by the housing administrator to remedy the effects of the resident's breach;
 - (e) requiring the resident to pay any reasonable expenses directly associated with the repair or action; or
 - (f) terminating the occupancy on the date specified in the order and ordering the resident to vacate the band owned house on that date.

DUTY NOT TO INTERFERE WITH OTHERS' OCCUPANCY

- 21.(1) A resident shall not disturb any other residents' occupancy or enjoyment of a band owned house.
- (2) A disturbance caused by a person permitted by a resident to enter the band owned house shall be deemed to be a disturbance caused by the resident.
- (3) Where, on the application of the housing administrator, as agent for the Band Council, the Housing Committee determines that a resident has not complied with the obligations imposed by subsection (1), the Housing Committee may make an order:
 - (a) requiring the resident to comply with his obligation;
 - (b) requiring the resident to not breach his obligation again; or
 - (c) terminating the occupancy on the date specified in the order and ordering the resident to vacate the band owned house within 60 days of the order.

HOUSING ADMINISTRATOR TO INVESTIGATE COMPLAINTS

- 22.(1) Where a resident informs the housing administrator that he has been affected by another resident's breach of the obligation imposed by subsection 21(1), the housing administrator shall inquire into the complaint and take appropriate action, including the making of an application under subsection 21(3).
- (2) Where, after receiving a complaint under subsection (1), the housing administrator does not make an application under subsection 21(3), and the complaining resident is not satisfied with the action, if any, that the housing administrator has taken, the complaining resident may give a written notice to that effect to the Housing Committee and the housing administrator.
- (3) Where the Housing Committee receives a notice under subsection (2), the Housing Committee shall inquire into the matter and where it is of the opinion that there

- would be reasonable grounds for an application under subsection 21(3), shall attempt, by whatever reasonable means it considers necessary, to resolve the complaint by agreement between the housing administrator and the complaining resident.
- (4) Where the Housing Committee is of the opinion that it has been unable to resolve the complaint within a reasonable time:
- (a) an application by the housing administrator, as agent of the Band Council, under subsection 21(3) against the resident alleged to have breached the obligation imposed by subsection 21(1) shall be deemed to have been made; and
 - (b) the housing administrator, as agent for the Band Council, the complaining resident and the resident alleged to have breached the obligation are parties to the application.

CLEANLINESS AND OVERCROWDING

- 23.(1) A resident shall maintain the band owned house of which the resident has exclusive use in a state of ordinary cleanliness.
- (2) A resident shall not permit such number of persons to occupy the band owned house on a continuing basis that results in the contravention of health, safety or housing standards required by law or in breach of the housing agreement;
- (3) Where, on the application of the housing administrator, as agent of the Band Council, the Housing Committee determines that a resident has breached an obligation imposed by this section, the Housing Committee may make an order:
- (a) requiring the resident to comply with his obligation;
 - (b) requiring the resident to not breach his obligation again;
 - (c) requiring the resident to compensate the band for loss suffered as a direct result of the breach;
 - (d) authorizing any action that is to be taken by the housing administrator to remedy the effects of the resident's breach and requiring the resident to pay any reasonable expenses directly associated with the action; or
 - (e) terminating the occupancy on the date specified in the order and ordering the resident to vacate the band owned house within 60 days of the date of the order.

ILLEGAL ACTIVITIES

- 24.(1) A resident shall not carry on or permit to be carried on any illegal activity or do or permit the doing of any illegal activity in the band owned house.
- (2) Where, on the application of the housing administrator, as agent of the Band Council, the Housing Committee determines that a resident has breached an obligation imposed by this section and that the housing administrator or another resident has been adversely affected, or is likely to be adversely affected by the continuation or repetition of the breach, the Housing Committee may make an order:
- (a) requiring the resident to comply with his obligation;
 - (b) requiring the resident to not breach his obligation again; or

- (c) terminating the occupancy on the date specified in the order and ordering the resident to vacate the band owned house on that date.

Termination and Regaining of Occupancy

24.(1) No person shall terminate a housing agreement except in accordance with this by-law.

(2) The Band Council shall not regain occupancy of a band owned house unless

- (a) the resident has vacated or abandoned the band owned house; or
- (b) an eviction order made pursuant to section 36 of this by-law has authorized the regaining of occupancy.

Reallocation of Band Owned Houses

WHERE RESIDENT HAS VACATED OR ABANDONED

26. When reassigning a band owned house, if a resident has vacated or abandoned the band owned house, the Housing Committee shall follow the same procedure as established in section 11.

WHERE AGREEMENT ENDS ON DATE SPECIFIED

27.(1) Where a housing agreement ends on a specific date, the Band Council and the resident shall be deemed to renew the housing agreement on that date as a monthly occupancy with the same rights and obligation as existed under the former housing agreement, subject to any occupancy fee increase, if any, provided that any increase is reasonable in the circumstances.

(2) Subsection(1) does not apply where:

- (a) the Band Council and the resident have entered into a new housing agreement; or
- (b) the occupancy has been terminated in accordance with this by-law.

Termination

Termination by Mutual Agreement

28. The housing administrator, as agent of the Band Council, and a resident may agree in writing after a housing agreement has been entered into, to terminate the occupancy on a specified date and the occupancy is terminated on the date specified.

Termination By Resident: Fixed Term

29. Where a housing agreement specifies a date of termination, the resident may terminate the occupancy on the date specified in the agreement by giving the housing administrator, as agent of the Band Council, a notice of termination not later than thirty days before the termination date.

Termination By Resident: Periodic Occupancy

30. Where a housing agreement does not specify a date of termination, the resident may terminate the occupancy on the last day of a period of the occupancy by giving the housing administrator, as agent of the Band Council, a notice of termination,
- (a) in the case of a weekly occupancy, at least seven days before the termination date; or
 - (b) in the case of an occupancy other than a weekly occupancy, at least thirty days before the termination date.

Right To Terminate on Death or Incapacity

31. Notwithstanding any other provision of this by-law, where a resident dies or the health or physical condition of the resident deteriorates and he is unable to pay the housing occupancy fee, the resident, his heirs, assigns or legal or personal representative may terminate the housing agreement by giving notice to the housing administrator.

Termination For Cause By Band Council

- 32.(1) The housing administrator, may, at any time, give a resident a notice of termination of at least thirty days, where:
- (a) the resident, or any person permitted in or on the premises of the band owned house by him, has caused damage to the band owned house and the resident has failed to comply with an order made pursuant to subsection 20(4);
 - (b) the housing agreement has been frustrated;
 - (c) the safety of other band members is seriously impaired by an act or omission of the resident or a person permitted by him in or on the premises of the band owned house; or
 - (d) a resident has repeatedly failed to pay the full amount of the occupancy fee or to pay the occupancy fee on the dates specified in the housing agreement.
- (2) A housing administrator who has given a notice of termination pursuant to subsection (1) shall make an application to the Housing Committee for an order to terminate the housing agreement and the Housing Committee may issue an order terminating the occupancy on the date specified in the order and ordering the resident to vacate the premises on that date, subject to appeal.

Contents Of Notice Of Termination

- 33.(1) A notice of termination by a resident or the housing administrator, as agent of the Band Council, shall be in writing and must:

- (a) be signed by the resident or the housing administrator;
- (b) identify the band owned house to which the notice applies;
- (c) state the date on which the occupancy is to terminate; and
- (d) state the reason for the termination of the occupancy.

(2) The housing administrator shall not charge a fee for giving the notice of termination.

Termination For Demolition, Major Repairs

34.(1) Where, on the application of the housing administrator, the Housing Committee determines:

- (a) that the occupancy of a band owned house is required for the purposes of
 - (i) demolition
 - (ii) making repairs or renovation so expensive as to require a building permit and the band owned house be unoccupied for a period of time; and
- (b) that the housing administrator has obtained all necessary permits or other authority that may be required, the Band Council may make an order terminating the occupancy, but shall give the resident a ninety (90) day notice to this effect.

(2) Where

- (a) a resident has received a notice for termination for the reason stated in subparagraph (1)(a)(ii); and
- (b) has indicated in writing to the housing administrator, before vacating the band owned house, that he wishes to have a right of first refusal to reoccupy the premises as a resident when the repairs or renovations are completed, the resident shall have the right of first refusal to occupy the said house, provided that the resident informs the housing administrator of his address.

Effect Of Abandonment

35. Where a resident abandons a band owned house, the housing agreement is terminated on the date the premises were abandoned.

Order of Eviction

36.(1) Where, on application of the band council, a judge determines that an occupancy has been terminated in accordance with this by-law, the judge may make and order:

- (a) evicting the resident on the date specified in the agreement, notice or order, or on the earliest reasonable date after the date of termination of the occupancy; and

- (b) requiring the resident to compensate the Band Council for the use and occupation of the band owned house, calculated for each day the resident remains in occupation following the termination of occupancy.
- (2) A sheriff, upon receiving an eviction order issued under subsection(1), shall put the band council in occupancy of the band owned house and for that purpose the sheriff and his deputies and any officer may, after reasonable demand for admission, force open the door of the band owned house.

Applications to the Housing Committee

Applications To Be Made Within 60days Of Breach

37. (1) An application by the housing administrator or a resident to the Housing Committee shall be made within sixty (60) days from the date that the breach of an obligation under this by-law or the housing agreement or the situation referred to in the application arose.
- (2) The housing administrator or a resident making an application to the Housing Committee for an order or a decision under this by-law shall file the application with the Housing Committee and serve a copy of the application on the other party within at least fourteen (14) days of the filing of the application.

Service Of Application

38. Notwithstanding any other provision of this by-law, where this by-law provides that an application is to be made to the Housing Committee, the application may be made, within the time limit set out in subsection 37(1) with the Housing Committee, and a copy of the application shall be served on the other party at least five (5) days before the day named in the application for the hearing.

Services Of Notices

- 39.(1) Subject to subsection (3), any notice, process or document to be served by or on the housing administrator, as agent of the Band Council, a resident or the Housing Committee may be served by personal delivery or by registered mail to the housing administrator at the address given in the tenancy agreement or mailed to the resident at the address of the band owned house and at the address of the Housing Committee.
- (2) A notice, process or document sent by registered mail shall be deemed to have been served on the seventh day after the date of mailing.
- (3) Where a notice cannot be served personally on a resident who is absent or evading service, the notice may be served on the resident by serving it on any adult person who apparently resides with the resident, and by posting it in the band council office.

Housing Committee

39. The Band Council will create a Housing Committee for the purpose of implementing this by-law and other Band Housing Policies:
 (a) The Housing Committee shall be as set out in the Housing Committee Terms Of Reference as in Schedule 'D',

Policy of Non-Intervention

40. The Housing Committee shall encourage the housing administrator and residents to attempt to resolve their dispute themselves.

General Powers

- 42.(1) The Housing Committee shall have all general powers as set out in the Housing Committee Terms Of Reference in Schedule 'D'.

Principles Of Natural Justice To Be Followed

43. The Housing Committee shall adopt the most expeditious method of determining the questions arising in any proceedings and ensure that the principles of natural justice are followed.

Committee To Encourage Settlement

- 44(1) Where an application has been made to the Housing Committee, the Housing Committee shall inquire into the matter and shall assist the parties to the proceeding in attempting to settle the matter by agreement.
 (2) An applicant may withdraw an application at any time before an order or decision is made.

Hearing When No Settlement Or Where Urgency Exists

- 45.(1) Where the Housing Committee has inquired into the matter and is of the opinion that:
- (a) it is unlikely that the parties to a proceeding will be able to settle the matter by agreement; or
 - (b) the urgency of having the matter resolved requires that a determination be made. The Housing Committee shall notify the parties and hold a hearing.
- (1) The Housing Committee is not disqualified from holding a hearing and determining a matter by reason only of the fact that

- (a) it attempted to assist the parties to the proceedings in settling the matter by agreement; or
- (b) it took part in an inquiry or inspection to the dispute.

Right To Examine Material Filed

46. All parties to a proceeding under this by-law may examine all material filed with the Housing Committee relevant to the proceedings.

Examination Of Parties

47. At a hearing, the Housing Committee may question the parties who are in attendance at the hearing and any witnesses, with a view to determining the truth concerning the matters in dispute.

Committee May Inquire, Inspect, And Question

48. The Housing Committee may before or during a hearing:
- (a) conduct any inquiry or inspection it considers necessary; and
 - (b) question any person, by telephone or otherwise, concerning the dispute.

Committee May Consider Evidence outside Hearing

49. In making its decision, the Housing Committee may consider any relevant information it obtained in addition to the evidence given at the hearing, provided that it first informs the parties of the additional information and gives them an opportunity to explain or refute it.

Committee To Make Order Or Decision

50. After holding a hearing and having regard to all the circumstances, where the Housing Committee is satisfied that:
- (a) an order or decision that has been applied for is justified, it shall make that order or decision; or
 - (b) another order or decision that could have been applied for is justified, it may make that other order or decision.

Appeals

- (2) 51.(1) A resident may appeal an order or a decision of the Housing Committee or appeal an allocation of a band owned house through the steps outlined in the Housing Appeals Policy (Schedule 'E')

Offences

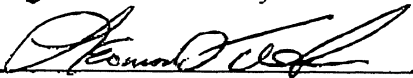
51. Any person who:


- (a) harasses a resident for the purpose of forcing a resident to vacate or abandon his band owned house;
- (b) fails to comply with any reasonable requirement or direction of the housing administrator in the exercise of his powers and the performance of his duties under this by-law;
- (c) obstructs or hinders the housing administrator in the exercise of his powers or the performance of his duties; or
- (d) furnishes false information in any sworn statement to the housing administrator

is guilty of an offence and is liable on summary conviction to a fine not exceeding one thousand dollars or to a term of imprisonment not exceeding 30 days, or to both.

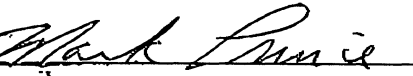
This by-law is hereby enacted at a duly convened meeting of the Council of the Nak'azdli Band this 23 day of April, 2003

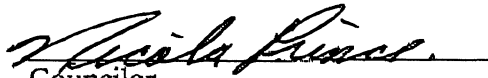
Voting in favor of the by-law are the following members of the Council.



Chief


Councilor


Councilor


Councilor


Councilor


Councilor


Councilor


Councilor

Councilor

SCHEDULE 'A' WILL BE THE RENTAL AGREEMENT AND THE AGREEMENT TO PURCHASE.

SCHEDULE 'B' WILL BE THE HOUSING APPLICATION

SCHEDULE 'C' WILL BE THE HOUSING ALLOCATION SELECTION CRITERIA

SCHEDULE 'D' WILL BE THE HOUSING COMMITTEE TERMS OF REFERENCE

SCHEDULE 'E' WILL BE THE HOUSING APPEALS POLICY

SCHEDULE 'F' WILL BE GENERAL HOUSING POLICIES

Schedule 'A' (1)

NAK'AZDLI BAND COUNCIL

HOUSING PURCHASE AGREEMENT

This agreement dated for reference this _____ day of _____ 20_____.

BETWEEN:

NAK'AZDLI BAND COUNCIL

(As represented by its duly elected Chief and Council members)

P.O. Box 1329

Fort St. James, BC V0J 1P0

250-996-7171

OF THE FIRST PART

AND:

(herein called the 'Tenant')

Fort St. James, BC V0J 1P0

Phone: _____

OF THE SECOND PART

Whereas:

- A. By a Band Council Resolution dated _____, 20____, the Band requested from Indian & Northern Affairs Canada, a ministerial guarantee on the repayment of a loan from _____ for the construction of houses on Nak'azdli Reserve, which request was granted by INAC;
- B. The Band has the authority to administer its own housing program.
- C. The Tenant acknowledges the transfer of any certificate of possession from the tenant to the Band of Lot # _____ Nak'azdli Reserve No. _____.
- D. The tenant has applied to the Band to allocate to the tenant a housing subsidy from the Band's Capital Budget and to finance the remaining construction cost over-expenditures to build the tenant a house on the lot indicated in Section C or on Lot # _____;
- E. The Band has agreed to build the house and the tenant may occupy the house on the terms and conditions hereinafter set out.

WITNESSETH THAT for and in consideration of the premises and mutual covenants and agreements herein contained, the parties agree as follows:

CERTIFICATE OF POSSESSION

1. The Tenant shall, immediately upon signing this agreement, sign a transfer to the Band of all its interest in the C.P. for Lot No. _____, Nak'azdli Reserve, Canada Land Survey Records No. _____ Ottawa.
2. The Band shall allocate to the tenant a subsidy and apply for a loan from the lending institution known as _____ to construct a house on Lot _____, Nak'azdli Reserve No. _____.
3. The Band, at its option, may transfer back to the Tenant, all title to the aforementioned lands, if the Tenant performs all of his obligations under this agreement and this agreement is not been referred to the Residential Occupancy Bylaw enforcement procedure.
4. Unless and until the Band provides a transfer of the C.P. to the tenant, **all title to the land and any house or buildings on the land covered by the C.P. shall remain the property of the Band.**

PAYMENT OF OVER-EXPENDITURES

5. The Tenant agrees to pay to the Band the sum of money as outlined below;

Cost of House Construction	_____	All costs included
Insurance x 20 years	_____	Based on current rate
Minus Subsidy of \$ 30,000.00	_____	
Plus interest of _____ % x 20 yrs.	_____	Five year term
TOTAL PAYABLE	_____	Five year term
Monthly payment Amount	_____	

6. Upon completion of construction and prior to occupancy of the house;
 - a) The Band shall provide the Tenant with a repayment schedule of the mortgage based on the terms of the loan the Band has obtained with _____. The repayment schedule may be amended when the mortgage is renewed after each five year term, according to changes in mortgage rates.
 - b) The Tenant shall begin making mortgage payments on the first day of the month of occupancy and on the first day of each consecutive month beginning on the _____ day of _____ 20_____.
 - c) The Tenant shall pay all arrears owing on any previous agreement, whether it is Social, Subsidy or Rental Housing, before the Tenant can occupy the house.
7. All payments received by the Band from the Tenant will be credited to the Tenant's mortgage account.
8. The Band shall arrange insurance coverage for the building and major appliances for the duration of the mortgage, which cost will be added to the mortgage amount and will be payable by the Tenant to the Band.
9. The Tenant shall not assign, mortgage, sublet or encumber its interest in the agreement, the house or the property for the duration of the mortgage and until all debts have been cleared, except by express written permission from the Band Council.

INDEMNITY

- 10. The Tenant agrees to indemnify and save harmless from all loss, costs or damages on account of injury to person or damage to property occurring as a result of or in connection with the construction of the house together with all legal expenses and costs incurred on a solicitor and own client basis.

BAND'S OPTION TO TERMINATE

- 11. Upon a breach by the Tenant of any term of this agreement, the Band at its option may terminate this agreement according to the Bands bylaws and policies. The rights of the Tenant to the transfer of the C.P. shall be extinguished and the Band shall retain all monies received by the Band.
- 12. **The Tenant agrees that if the Tenant is in default of this agreement the Band has the right to evict the said Tenant from the premises described herein with thirty (30) days notice.**

NOTICE

- 13. Any notice given under this agreement shall be sufficiently given by personal delivery or by registered letter, postage prepaid and mailed in a post office in British Columbia and addressed to the Tenant at the address shown on page 1 of this agreement.
- 14. This agreement shall ensure to the benefit of and be binding upon the Tenant, its heirs, beneficiaries, executors and administrators and all covenants and agreements shall be construed as being joint and several where the Tenant is more than one person.

IN WITNESS WHEREOF the parties have signed this agreement as of the date set out in page 1.

SIGNED BY THE TENANT:

Print name

**SIGNED ON BEHALF OF
NAK'AZDLI BAND COUNCIL:**

Print name

Position

Schedule 'A' - 2

NAK'AZDLI BAND HOUSING

RENTAL AGREEMENT

Rental Agreement made on this _____ day of _____, 200_____.

Between: Nak'azdli Indian Band
as represented by it duly instituted Band Council
(hereinafter called the "Band").

PARTY OF FIRST PART

And: _____

(hereinafter called the "Tenant(s)").

PARTY OF THE SECOND PART

Terms

The Landlord agrees to allow the Tenant to occupy and the Tenant agrees to occupy the following residence:

(Include full address and postal code or other legal description)

Whereas:

- A. The Nak'azdli band has the authority to administer all of the Rental Housing units currently owned by the Band.
- B. The Band has lawful possession of the land and buildings which fall under the Rental Housing Program.
- C. The Band has agreed that the Tenant may occupy the premises under the terms and conditions set out in this agreement.

Witness that: For the consideration of the premises and the mutual covenants hereafter contained, the parties agree as follows:

1. Premises

The Band leases to the tenant for the use and occupation as a residential dwelling place, all those premises particularly known and described as: Lot _____, Nak'azdli Indian Reserve, British Columbia (hereinafter referred to as the "Premises").

2. Duration

This agreement shall commence on the _____ day of _____, 200____ and continue thereafter from month to month until terminated.

This agreement must be renewed on an annual basis on the anniversary date of the signing of the agreement.

The Tenant shall have the right to terminate this agreement with 30 days written notice to that effect.

The Band has the right to terminate this agreement with 30 days written notice to the tenant.

3. Rent

- A) The Tenant shall pay to the Band rent in the sum of \$ _____ per month, payable on or before the first day of each month. Payments may be made in cash or cheque to the Nak'azdli Band. All cheques returned for non-sufficient funds will be charged a fee of \$20.00 and will thereafter have to pay by cash.
- B) The Tenant agrees to keep the residence in ordinary cleanliness and also agrees to repair any damages caused by him/herself or by members of his/her family or by people invited to the residence, through carelessness or negligent conduct.

4. Security Deposit

- a) The security deposit must not exceed one half of the first monthly rent payable for the residential premises.
- The tenant has paid a security deposit of \$ _____ on _____ (d/m/y)
- b) The Landlord agrees:
- i) to keep the security deposit during the tenancy and pay interest on it in accordance with the RTA, and
 - ii) to return the security deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless

- A) the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
 - B) the landlord has an arbitrator's monetary order against the tenant.
 - C) the landlord applies for arbitration under the RTA within 15 days of the end of the tenancy agreement to claim some or all of the security deposit and interest.
- c) The tenant agrees to use the security deposit and interest as rent only if the landlord consents.

5. Tenant's Covenants

To pay rent.

The Tenant agrees to keep the residence in ordinary cleanliness and also agrees to repair any damages caused by him/herself or by members of his/her family or by people invited to the residence, through carelessness or negligent conduct.

To pay heating, telephone and hydro charges.

The Tenant shall not assign or sub-let the Premises without permission in writing from the Band.

The Tenant will indemnify and save the Band harmless for all liabilities, fines, suits, and claims of any kind for which the Band may be liable or suffer by reasons of the Tenant's occupancy of the Premises.

The Tenant will not do or omit to something which may render void or avoidable any policy of insurance on the Premises.

The Tenant will abide by rules, regulations and by-laws made by the Band.

The Tenant will take good care of the Premises in a clean condition.

The Tenant must grant Band access for inspections.

The Tenant must have prior approval for renovations and outbuildings, and all renovations and outbuildings constructed must meet C.M.H.C and other good residential standards.

The Tenant will respect neighbours and Band property by not having loud noises or parties on the Premises.

6. Band's Covenants

- (a) The Band will ensure the Premises against damage caused by fire.
- (b) The Band grants the Tenant quiet enjoyment of the Premises.

7. Default

If the Tenant,

Fails to pay Rent due hereunder within 30 days after the date upon which it is due,

Or

Fails to perform or observe any of his covenants, or does anything contrary to their terms of this agreement,

The Band may declare the tenancy ended, and they're upon the tenancy and the tenant's rights hereunder shall absolutely cease, without re-entry or any other act or legal proceedings, and the Band or its agent may re-enter the Premises or any part of it, and thereafter have, posses and enjoy it as if this Agreement was never made.

8. Arbitration of Disputes

Despite any other provision of this tenancy agreement, under the Residential Act A tenant has the right to apply for arbitration to resolve a dispute. Nak'azdli Band Appeal Policy will take effect upon the written appeal of any decision made by the Band Housing Committee or Band Council.

**SIGNED, SEALED AND DELIVERED by
The Band,**

Signature

Position

**SIGNED, SEALED AND DELIVERED by
The Tenant, in the presence of**

Name: _____

Address: _____
Fort St. James, BC V0J 1P0

Witness: _____

Nak'azdli Band Owned Rental Application

Box 1329, Fort St James B.C VOJ-1PO
Phone (250) 996 7171 Fax (250) 996 8010

Applicant: _____ Birthdate: _____ S.I.N: _____

Co-Applicant: _____ Birthdate: _____ S.I.N: _____

Martial Status: Married ____ Single __ Divorced ____ Separated __ Widowed

Mailing Address: _____

Phone: Work: _____ Home: _____ Message: _____

Occupants who will be living with you.

Full Name: Relationship: Age: Sex: Annual Income

Present Accommodations: Own ____ Rent ____ Room and Board ____

Combined monthly income of all family members: _____

Mortgage/Rent Amount: _____

Are you or any member of your family disabled? _____

Explain: _____

Employers name: _____ Years Employed _____

Address _____

Phone: _____

References: Address: Phone #

Landlord 1: _____

Landlord 2: _____

Personal 1: _____

Personal 2: _____

Credit: _____

I/we agree and consent that credit and employment inquires may be made at any time in connection with this application.

Applicants signature: _____

Date: _____

Co-applicants signature: _____

Date: _____

NAK'AZDLI BAND COUNCIL

Housing Application

* Please ensure that this application is dated and signed, otherwise it will be returned to you. *

Name: _____ **Phone:** _____

Address: _____

Marital Status: Married____ Single____ Common-law____ Divorced____
Other(specify)_____

Date of birth: self _____ Spouse_____

Number of Dependents:_____

Name	Age	Sex (m/f)
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		
8. _____		

Disabilities: Please list any disabilities of yourself, spouse or children.

Have you applied for a house with Nak'azdli Band before? Yes____ No____

If yes, what was the outcome of your application? _____

Do you own_____ or rent_____ your home at this time?

If you own your home, why are you requesting a house at this time? _____

How long have you lived on reserve ? _____

If less than two years give date you moved to Nak'azdli Reserve. _____

Do you own any property on Nak'azdli Reserve? Yes____ No____

Schedule 'C'

HOUSING ALLOCATION SELECTION CRITERIA

Applicant(s) _____
 Band No.s _____ On/Off Reserve _____
 Housing Type: Subsidy _____ Social _____ Rental _____ Other _____

Criteria	Points	Total Points
1. Families with no home-living with relatives/friends	15 points	
2. Families living in overcrowded conditions – two families	10 points	
- three families	15 points	
3. Length of time in crowded conditions – less than 6 months	5 points	
- less than 1 year	10 points	
- more than 1 year	15 points	
4. Number of dependents including spouse – 1 dependent	1 point	
- 2 dependents	5 points	
- 3 + dependents	10 points	
5. Condition of present accommodations; good	0 points	
Poor	5 points	
Condemned	10 points	
6. Health concerns: 1 person with chronic illness	5 points	
2+ people with chronic illness	10 points	
Handicapped	15 points	
7. Time on Application list; 1-2 years	5 points	
3-5 years	10 points	
6+ years	15 points	
8. Credit Check results; Poor	0 points	
Good	5 points	
Excellent	10 points	
9. References from previous landlord? Yes	5 points	
No	0 points	
10. Age of present house if applying for a new subsidy house.		
No points awarded		
11. Special Circumstances: point values awarded by full consensus of the Housing Committee		
Explanation:		
TOTAL POINT VALUES		

Schedule 'D'

NAK'AZDLI HOUSING COMMITTEE

TERMS OF REFERENCE

MISSION STATEMENT

The Nak'azdli Housing Committee will work in partnership with the Nak'azdli Band Council and the community members to provide safe and affordable housing on reserve to all Band members; and to operate the on reserve housing program through fair and equitable application of housing policies.

1. PREAMBLE

Whereas: The Chief and Council have a responsibility to the Band members to provide safe and affordable on reserve within the resources of the Band; and

Whereas: The Chief and Council have established a Housing Committee to assist in the delivery and operations of all on reserve housing,

Therefore: these terms of reference shall define the Housing Committee, its structure and proceedings, its responsibilities and the authorities the Chief and Council have provided it to enable it to carry out its mandate.

2. DEFINITIONS

Housing Committee

A permanent committee established by Chief and Council to assist in the delivery and operation of all on-reserve housing.

Nuclear Family

Means parents, children and other dependents living in the same household

Immediate Family

Means spouse, parents, children, brothers, sisters, and grandparents

Good Financial Standing

Means housing payments are current and there is no arrears owing on their mortgage and that they have not defaulted on a loan from the Nak'azdli Band.

3. MANDATE

The Housing Committee is responsible to the Chief and Council for the safe, effective and equitable application of the Housing Policies.

4. RESPONSIBILITIES

In order to fulfill its mandate, the Housing Committee has the following responsibilities delegated by Chief and Council.

- a) New House Issues; *The investigation, review and resolution of matters brought before the Committee by the Housing Department or by Band Members. The Committee will resolve the issues by making decisions*

where the decision is within the Committee's authority, or by referring the matter to Chief and Council with a recommendation.

- b) Reporting: Submitting copies of all Committee meeting minutes to the Council and reporting to the Council via the Housing Portfolio Councillor.*
- c) Policies: The Committee is responsible to the Council for the development of Housing Policies. The policies are submitted to Chief and Council for approval. Once approved, the Committee is responsible for the implementation and enforcement of the policies. The committee is also responsible for the ongoing review of established policies. The policies shall include but not be limited to the following;*

- 1. Section 10 – Individual Mortgage Program*
- 2. Social Housing Program*
- 3. Subsidy Housing Program*
- 4. Band Owned Rental Program*
- 5. Operational Charges*
- 6. Housing Issues*
- 7. Emergencies*
- 8. Insurance*
- 9. Maintenance and repairs*
- 10. Renovations*
- 11. Collections*
- 12. Arrears*
- 13. Residential community planning*
- 14. Subsidy Allocations*
- 15. Appeals*

- d) Five Year Housing Plan: The Committee will develop a five year housing plan and submit to Band Council. The plan will be updated a minimum of every two years.*
- e) Finance: The Committee is responsible for the development of an annual budget to be submitted to Band Council for approval. The Committee will work within the approved budget when making decisions regarding requests for repairs or renovations.*
- f) Distribution of Information: The committee is responsible to communicate with community members on housing issues and concerns and to relay new information to the membership.*

5. AUTHORITY

In order to execute its responsibilities in a timely manner, Chief and Council provide the following authorities to the Housing Committee.

- a. The Housing Committee has the authority to implement and enforce all Housing Policies approved by Chief and Council.*

- b. *The operational funds derived from rental housing and other housing revenues shall be under the control of the Housing Committee. All funds are to be dispensed as per the approved budget and within the Housing Policies.*

6. COMPOSITION

The Housing Committee shall be comprised of 7 members; of which 5 will be community representatives or their alternates, and 2 members of Band Council holding the Capital/Housing/Lands Portfolio. The CHL Administrator, Operations & Maintenance staff will be present as technical advisors to the committee and Council members. Portfolio Councillors will act as non-voting members of the Committee and as the chairperson of all meetings.

No more than one member of an immediate family may sit on the Housing Committee at any one time.

The chairperson may appoint an alternate to sit on behalf of an absent committee member PROVIDED THAT ALTERNATE HAS BEEN DESIGNATED AS SUCH.

A recording secretary shall record the meeting proceedings.

All meetings will be open to the Band membership on an observation basis. Band members may speak to agenda items by being recognized by the Chair or by asking to be put on the agenda.

7. ELIGIBILITY

For nominees to be eligible to sit on the Housing Committee, they must be Band members and in good financial standing with the Band and Housing Department.

Nominees may be asked to sign an oath of confidentiality and a code of ethics.

8. APPOINTMENT OF MEMBERS

At the adoption of these terms of reference, the Band Council will appoint the Housing Committee members and name three alternates WHOSE APPOINTMENT WILL STAND UNTIL THE ANNUAL GENERAL MEETING.

The community at an Annual General Assembly will present names to be considered for appointment as committee members every two years thereafter. The Band Council will appoint the members and alternates at the next convened meeting of the Council.

The term for Committee members will be two years at which time they may stand for re-election. No individual may serve more than two consecutive terms.

Notices will be posted 30 days prior to the AGA stating that names will be entertained for the appointment of Committee members.

All eligible candidates should be available to respond to the membership if there are questions or concerns.

Results of the appointment of Committee Members will be posted publicly as soon as the Council has ratified the appointments

9. RESIGNATIONS, REMOVALS, VACANCIES

Resignations will be submitted in writing to the Committee Chairperson and will be recognized on the agenda of the next Committee meeting. A resignation is irrevocable

upon its submission and will be effective upon being accepted at a regular Committee meeting.

The vacancy will be filled by one of the alternates.

If a committee member is absent from three consecutive meetings except due to illness or with leave, the committee member will be disqualified from serving on the Committee.

The vacancy will be filled by one of the alternates.

10. HONORARIA AND OTHER COSTS

Committee members will have all expenses incurred (except wage loss) in the course of carrying out their duties as a committee member reimbursed to them and will be eligible for training and development programs/courses at the Band's expense.

11. MEETINGS

The Committee shall meet once every month. The Chairperson may call an emergency meeting if required.

The chairperson will ensure that minutes of each meeting are properly recorded, typed and distributed to the Housing Committee members and to the Band Council.

All meetings will be open to the Band membership, unless called as an in-camera session by the Chairperson.

12. NOTICE OF COMMITTEE MEETINGS

The Chairperson or his designate will provide notice of the time, date and location of meetings to each member.

In the event the Chairperson calls an emergency meeting, the Chairperson will advise each member of the Committee of the date, time and location by telephone or in person, and will indicate the items of business to be discussed.

13. QUORUM

3 of the 5 voting Committee members shall constitute a quorum for the transaction of business.

14. OPENING PROCEEDINGS

If the Chairperson does not attend within 15 minutes after the appointed time set for the meeting, the Vice-Chair shall call the meeting to order, and if a quorum is present, the Vice-Chair will preside during the meeting or until the arrival of the Chairperson.

Should there be no quorum present within 30 minutes after the appointed time for the meeting, the recording secretary will record the names of the members present and the meeting shall stand adjourned.

The minutes of the previous meeting will be distributed and read as the first order of business and must be accepted by motion, with any errors, correction, omissions and amendments noted.

15. ORDER OF PROCEEDINGS

The order of business for all regular meetings of the Committee shall be as follows;

- 1. Call to order by Chairperson as set out in section 14.*
- 2. Review, changes and adoption of the agenda*

3. *Minutes of preceding meeting*
4. *Business arising from minutes*
5. *Reports of Staff*
6. *Correspondence*
7. *New business*
8. *Date of next meeting*
9. *Adjournment*

16. RECEIVING DELEGATIONS

A Band member or a group of Band members, wishing to make a formal presentation to the Housing Committee shall;

1. *Seek to have a Committee member place a motion before the Committee requesting that a special delegation appear before the Housing Committee to hear and receive their submission. Upon a motion being seconded and carried, the delegation may make its presentation.*
2. *The Chairperson reserves the right to restrict the time allotted to any delegation appearing before the Committee.*

17. RULES, CONDUCT AND DEBATE

The resolution of orders, resolution or questions will be consensus driven. Consensus will be reached when all Committee members have no objections to the acceptance of the order, resolution or question.

Where consensus cannot be reached, the matter shall be noted in the minutes, along with the outstanding issues. The issues as noted will be read back to the Committee to ensure accuracy. A motion may be put forward to table the unresolved issue for the next meeting. At the next Committee meeting if consensus cannot be reached the issue will be voted on and the decision of the majority will stand.

Every Housing Committee member shall have a vote on all matters put forth by the Committee.

The numbers of those who vote for and against the question shall be noted in the minutes whenever the Chairperson calls for the "ayes and nays" and the secretary shall read the results of the vote.

Voting will not happen at any time that a quorum of the Committee is not sitting.

Motions will be put in writing by the recording secretary and seconded before being debated. Amendments shall be in writing and shall be decided upon before the question is put to consensus.

Committee members will conduct all business in a fair, honest and professional manner and will refrain from bringing personal biases and negative opinions to the meeting discussions unless there is a direct bearing on the issue under debate.

Committee members will consider themselves as examples to the community in their conduct while on Committee business.

18. CONFIDENTIALITY

*All **in camera** discussions, debate and draft documents of the Committee are confidential. No member of the Committee, or alternate member, present at a Committee Meeting,*

shall make public any information or business from the Committee meeting unless that information or business is deemed to be public information by the Committee as a whole.

29. CONFLICT OF INTEREST

A Housing Committee member must remove him/herself from the room and their decision making capacity when the decision to be deliberated on will have a direct impact on him/herself or on the member's immediate family. A quorum is not considered lost by this removal.

30. AMENDMENTS

Amendments to these terms of reference may be necessary from time to time. Either the Housing Committee or the Chief and Council may suggest amendments to these terms of reference. Once suggestions have been made, both the Committee and Chief and Council will review and make comments. Any and all suggestions for amendments shall be submitted to the Chief and Council at a duly convened Council Meeting for approval. The amendments, once approved by motion of the Band Council, shall immediately take effects.

SCHEDULE 'E'

NAK'AZDLI BAND COUNCIL HOUSING APPEALS POLICY

1. INTRODUCTION

All decisions made by the Nak'azdli Housing Committee and/or the Nak'azdli Band Council with regards to allocations of Rental, and Subsidy Housing, rental agreement defaults or remedies of defaults, renovation allocations and any other housing policy decisions are subject to appeal by any applicants who are not satisfied that the policies have been fairly applied.

2. APPEAL COMMITTEE

An Appeal Committee composed of a Band Administrator, one Housing Portfolio Councilor and a Respected Elder or Community Member will hear the appeal. Conflict of Interest Guidelines will apply to Committee members. If a member is removed, an alternate will replace the member. The appeal Committee chairperson will be the Community Member or Respected Elder. An alternate list will be developed and approved by the Nak'azdli Band Council.

3. APPEAL PROCESS

3.1 Appeal Deadline

An applicant who does not receive a rental or subsidy allocation during the allocation process may appeal the decision within 14 days of public notification of the decision being made and the effected member being notified. The notification will be done by hand or by mail. Notification will be considered served 7 days after the mail is postmarked.

3.2 Appeal Process

The applicant will make written application to appeal and submit it to the Housing Administrator. The application to appeal must list all the grounds upon which the appeal is based on. An applicant is entitled to one appeal hearing.

The Housing Administrator will set a date for the appeal to be presented to the appeal committee. Every effort will be made to hear the appeal within 3 weeks of the filing of the application to appeal.

The applicant may be accompanied by a maximum of two people at the appeal hearing. The applicant will bring copies of all relevant material to the appeal hearing for the committee to review. The applicant will present his/her appeal to the appeal committee. The committee may ask the applicant questions to clarify the issues brought up during the appeal.

The applicant may direct questions to the appeal committee that relate to the applicant's application only. Other applications may only be discussed in general terms.

Once the applicant has presented his/her appeal, and there are no further questions or discussion, the applicant will be excused.

The appeal committee will deliver its position to the applicant in writing within 10 days of the appeal hearing.

4. CONFIDENTIALITY

All matters discussed at the appeal hearing are considered confidential.

5. FINALITY OF THE DECISION

The decision of the appeal committee is final. The applicant may not make further appeals with regard to the decision that was appealed.

NAK'AZDLI BAND COUNCIL

HOUSING ARREARS PAYMENT POLICY

1. INTRODUCTION

Tenants may incur housing arrears through failure to pay rent or mortgage payments or failure to pay for renovations on their house based on a repayment agreement.

Tenants and homeowners must pay rents and repair charges or face the consequences as set out in the **Housing Policy and Residential Occupancy Bylaw and Housing Agreements**, which can result in **eviction** from the premises.

Increasing housing arrears compromise the financial ability of Nak'azdli Band to uphold its responsibilities under the Housing portfolio. Therefore housing arrears may only be incurred with the approval of the Housing Committee and must be paid according to an agreed upon schedule acceptable to the Housing Department.

2. ONE TIME DEFERRAL OF ALL HOUSING ARREARS

Upon signing a new housing mortgage agreement the Tenant may have the option to defer payment of housing arrears due at the time of signing, to the end of the amortization period. The Housing Committee must approve the arrears deferral.

The Housing Department will continue to collect payments after the amortization period until all deferred arrears are paid in full and all defaults are remedied. The rate will be set as determined by the new **Deferred Arrears Repayment Agreement**.

After the amortization period is completed the payments will be applied to the arrears as follows:

75% of payment towards the arrears balance and 25% towards insurance and administration (with a minimum amount for administration & insurance being \$50.00 per month. If this equals more than 25% the balance will be applied to the arrears balance).

Example: payment = \$ 250.00/mo. 25% = \$62.50 resulting in \$187.50 applied to the principle.

If payment is \$150.00/mo. then \$50.00 (minimum amount) is applied to insurance and administration and \$100.00 applied to principle.

The tenant may make lump sum payments at any time during the repayment period, which will reduce the balance owing. The tenant may pay off the arrears balance at any time without penalty or charges.

The terms and conditions of repayment of deferred arrears will be defined in the **Deferred Arrears Repayment Agreement**.

3. INCURRING ARREARS

A Tenant may incur arrears by being granted permission by the Housing Committee, to delay the payment of rent or mortgage payments and will be required to enter into a **Current Arrears Repayment Agreement**.

The Tenant must agree to pay the housing arrears, either in a lump sum payment or a monthly repayment agreement to a maximum of six months or through another type of repayment schedule as set out by the Housing Committee. The terms and conditions of the repayment of current arrears will be defined in the **Current Arrears Repayment Agreement**, which will be signed by the tenant and the Housing Representative.

A Tenant may make advance payments in order to miss a scheduled payment by prepaying the scheduled payment or through a pre-payment plan on a monthly basis. For example; a tenant's rent or mortgage payments are \$500.00/mo. And the tenant pays \$545.45 for 11 months and misses the 12th month payment.

4. GRANTING A DELAY IN PAYMENT

Under the Housing Rental or Mortgage Agreements, fees are due on the 1st day of each month unless a delay is granted by the Housing Department. A delay in payment may be granted for the following reasons:

- a) Where a tenant applies to the Social Development Department and qualifies for supplementary social assistance, the rental payment may be delayed until the SDD can process the application and forward the Shelter Allowance to Housing.
- b) For Hardship or Extreme Circumstances; where the tenant's ability to pay the rent is compromised by the occurrence of an incident that may be considered under Hardship or Extreme Circumstances as determined solely by the Housing Department, Housing may grant a delay in payment of the rent. Circumstances may include, but are not limited to; Death in the family, loss of employment of either the tenant or tenant's spouse or partner, Sickness of the tenant or family member where the sickness is evidenced by a doctor's note and where the sickness has a direct impact on the tenant's ability to pay, family issues such as divorce or custody, vehicle breakdown where vehicle is necessary for employment or other reasons.

5. ARREARS INTEREST

Arrears will be subject to interest charges. Interest rates will be charged at a rate set by the Housing Committee on an annual basis beginning in April of the current year and will not exceed the prime lending rate on March 31st of that year.

6. ACCOUNT STATEMENTS

Deferred Arrears account statements will be issued annually during the amortization period on March 31st of each fiscal year. The statement will indicate all payments against the account and the principle outstanding and the accrued interest. After the amortization period is completed, account statements will be issued quarterly.

Current Arrears account statements will be issued monthly during the repayment period.

7. DEFAULT AND EVICTION

Failure to make the arrears payments as outlined in the Current or Deferred Repayment Agreement will place the Tenant in Default of their agreement. Nak'azdli Band has a **Residential Occupancy Bylaw** that addresses all defaults of housing payments and this Bylaw will take effect in all instances of Default on housing agreements.

* See **Nak'azdli Band Council Residential Occupancy Bylaw No. _____**.

8. NON-WAIVER

Condoning, excusing or overlooking by the Band of any default, breach or non-observance by the Tenant of any covenants, provisions or conditions in the Rental Housing or Mortgage Agreement or the Deferred or Current Arrears Repayment Agreement, will not operate as a waiver of the Band's rights under these agreements in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the Band within these agreements in respect of any such continuing or subsequent default, inferred from or implied by anything done or omitted by the Band.

Schedule 'F'

HOUSING POLICIES – GENERAL

RENOVATIONS

Applications for renovations will be accepted by the Housing Department in April and September of each fiscal year. Renovation Grant allocations will be based on an annual budget approved by Nak'azdli Band Council.

Criteria for approval will include:

1. Applications must include quotes and cost estimates for scope of work to be done. This can be arranged through the Housing Department, individual contractors or by the homeowner.
2. Homeowners/Tenants will be required to contribute toward their renovation costs to a minimum of ten percent (10%) of the total cost; either with cash contribution or through sweat equity.
3. Damages incurred through willful neglect and vandalism on the homeowner's part will not be considered for grant funding. In these cases, the homeowner/tenant must enter into a repayment agreement for funds expended for repairs and only health and safety repairs will be considered.
4. Homeowners/tenants must be in good financial standing with their housing accounts in order to qualify for renovation grants.

Renovations must meet minimum building code standards and be inspected by a qualified building inspector.

All recyclable materials will become the property of Nak'azdli Band unless approval is given by the Housing Committee for the homeowner/tenant to retain materials.

Renovations for elders and low-income families may be granted by the Housing Committee on an emergency basis if there is a health or safety risk. This will be determined by consultation with the Health Department.

SUBSIDY HOUSING ALLOCATIONS

Band members wishing to receive the housing subsidy and guaranteed loan for house construction must meet the following criteria;

1. A positive credit check must be obtained
2. Must have a proven ability to meet mortgage payment. Social Assistance is not considered a guaranteed income.
3. Must be employed a minimum of one (1) year.
4. May be required to have a co-signer for the loan.

5. May be required to sign a payroll deduction form for their mortgage payments if employed by Nak'azdli Band, Carrier Food & Fuel or Tl'oh Forest Products, if the mortgage payments fall into arrears.
6. Must be in good financial standing with the Nak'azdli Housing Department. (No arrears on previous housing agreements)

BUILDING CODE ADDITIONS

Nak'azdli Band has the option of including requirements in addition to the Federal and Provincial Building Codes to alleviate the problems of excess moisture and mould growth. The requirements for building specifications on Nak'azdli Reserve shall include;

1. Slush coating of all crawl spaces
2. Mechanical venting in crawl spaces
3. Properly installed sump pits and pumps
4. Adequate perimeter drainage and sloping
5. Attic venting in high moisture areas
6. Humidistat controls and to quality fans in bathroom and kitchen
7. Slab on grade construction will be considered adequate for items 1 to 3.

ENVIRONMENTAL PROTECTION

Nak'azdli Band Council wishes to protect Band lands from environmental damages and hazards. Any environmental damages caused by homeowners will be cleaned up at the homeowners expense. The Nak'azdli Band will strive to educate the membership on environmental standards and protection.

AMENDMENTS

These policies are meant to be applied in the best interests of the Band, its membership and the future generations. Therefore amendments will need to be made from time to time. Amendments will be made by Band Council motion, upon the recommendation of the Housing Committee.