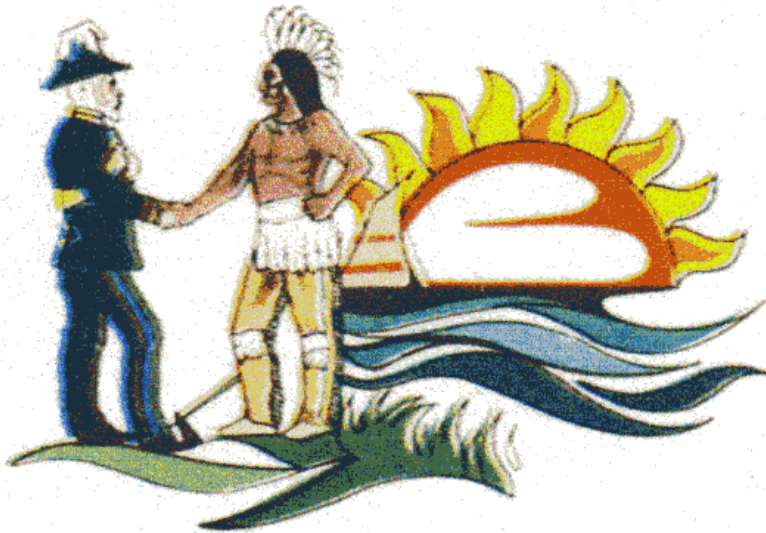


Fisher River Cree Nation



HOUSING PROGRAM POLICY MANUAL

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1) Introduction

The Fisher River Cree Nation is comprised of two reserves, Fisher River 44 and Fisher River 44A. Fisher River 44 is located at the south end of Fisher Bay and Fisher River 44A is approximately 3 km west and borders the north end of the Peguis reserve. Fisher River 44 and Fisher River 44A are located approximately 193 km north of Manitoba's Capital city, Winnipeg.

The regional population statistics of February 2008 shows that the on-reserve population is 1721 and the off reserve population is 1434 for a total population of approximately 3155.

The dominant language spoken in Fisher River is English. Cree is also spoken, mostly by the elders. Cree is the native language of the people of Fisher River.

Fisher River signed treaty on two separate occasions, originally the 1875 Norway House Treaty and the Treaty 5 adhesions in 1908, which brought more people into the Band. Treaty 5 says that the government obligations are as follows: reserves, 160 acres per family of five (100 acres per family of five at Fisher River), subject to Government's right to deal with settlers on reserve lands; right to sell or lease reserve lands with consent of Indians and to appropriate reserve lands for federal public purposes, subject to compensation for improvements; rights to navigation of all lakes and rivers; free access to the shores thereof; schools; right to hunt and fish ceded area, subject to government regulations, control of liquor traffic.

The Chief and Council are elected representatives of the band members. The Chief and Council are the authorized local government and authority on the reserve. They promote the community's culture and customs and have important planning functions. They set goals and objectives for the band, make and adopt policies and regulations which provide direction to the band employees and ensure that employees carry out their decisions.

The Chief and Council are responsible for local administration of community services for the residents on band controlled land, including housing, roads, sanitation and social assistance. The council is also responsible for the interests of band membership with regard to matters affecting Aboriginal rights, treaty rights, and band capital and revenue funds in trust.

Band government consists of a Chief and four Councillors. The band officials serve a two year term.

All housing decisions are currently made by Chief and Council.

The Cree Nation has always taken a strong position that housing is a treaty right and except for programs allowing for the payment of shelter allowances, rent has not been charged to their members residing on the reserve. Recent government policies, programs and funding arrangements, however, indicate a significant movement towards implementation of community wide rental regimes and promotion of homeownership options which could have an impact on the current administration of housing programs.

The Fisher River Cree Nation has a draft housing policy in place from community consultations undertaken in 2001.

A need was recognized to revisit these policies to ensure that they reflect the current needs, customs and values of the community.

This process began with two community meetings held in November 2006, facilitated by Turtle Island Associates, to determine the direction the membership wanted to take with respect to the establishment of housing policies and a housing authority. Another community meeting was held in the spring of 2007 to discuss the “What we Heard Report”, and to request community participation in a Housing Working Group. A housing working group was formed to review the existing draft housing policy, other first nations housing policies, current and potential programs, selection criteria’s for new homes and renovations and the roles and responsibilities of housing authorities. The two main objectives of the Working Group were to create a comprehensive community based housing policy manual based on fairness and equal access for all community members and to move towards a Housing Authority model for implementation of the policy and housing programs. Realization of these objectives will allow the Cree Nation to more efficiently respond to the housing needs of the community.

Public awareness and education will be integral to the successful implementation of our objectives, policies and programs. It is not sufficient for the Cree Nation to obligate our members to specified responsibilities without providing an opportunity to understand the basis of these obligations, and acquire the skills needed to meet them. Therefore, these policies remained “Draft” until presented to the community for feedback. Presentations consisted of group sessions, community meetings/workshop, and copies provided to the community for review. The feedback was taken into consideration prior to Council’s approval of the policies.

The Housing Department will provide ongoing training in basic home maintenance/repairs and other housing related topics.

In the development of the Housing Policy it was understood that The Fisher River Cree Nation currently uses the Fisher River Builders exclusively for all construction projects in the community. Local labour and trades are also used as available.

Fisher River Cree Nation is striving to promote and develop long term community plans and policies for housing. Some of the benefits associated with the Fisher River Cree Nation Housing Policy Development and Long Term Planning include:

- Greater **economic stability** for the community – as more housing dollars can be maintained within the community.
- **Job Creation**, skills development and business opportunities for community members.

- **Better use of resources** – both financial and human.
- Upgrading of the existing stock – **improving occupant health and safety**.
- **Increased durability** of new and existing housing – extending the life span of housing in the community.
- Providing community members with a **sense of pride** in the homes.
- **Replacing the short term focus** with long term fair, stable housing policies and procedures.
- **Empowering** community members around a common goal.
- Greater **sensitivity to environmental issues** in the community.
- An opportunity to rethink long term land use planning.

2) Guiding Principles

All community members have a need for safe, healthy and durable housing.

Investment in community housing will be designed to maximize business and employment opportunities for community members.

Proposed housing policies will be based on fairness and equal access for all community members.

Housing dollars will be spent on the construction of durable, energy efficient and environmentally sound buildings.

Appropriate housing choices will be made available to meet the needs of all community members including youth, single parent families, elders and special needs.

Promote equity, fairness and transparency throughout the overall selection process.

3) Goals and Objectives

a) Short Term Goals and Objectives

- To establish and maintain an ongoing housing program which is self-sustaining and responsive to the needs and aspirations of our Cree Nation.
- To ensure the provision of good quality housing.
- To alleviate the present housing backlog, by providing alternate modes of housing.
- To encourage owners of existing homes to upgrade their homes, where costs warrant, and where funds are available, to ensure that they meet the minimum residential building code.
- To provide Fisher River Cree Nation members with affordable housing and encourage householders to be responsible for the upkeep and maintenance of the residence provided for them by the Fisher River Cree Nation.
- To provide information on various aspects of the housing program and to assist Band members in making application for same.
- To keep abreast of new building techniques, styles and labour-saving devices.
- To search out and tap all existing and new financial resources for on-reserve residential construction and to use those resources effectively and efficiently.
- To ensure that the Band Housing Program is administered in an equitable, just and professional manner.
- To upgrade our policy in the future to include good safety standards. E.g. a) Fire, b) Maintenance
- Fisher River Cree Nation will establish a set residential and commercial building code and community standard to reflect the requirements of the community.

b) Long Term Goals and Objectives

- Incorporate the Housing Authority

- Assist in the provision of off reserve housing for students
- Establishment of housing programs that will assist off reserve band members

4) Definitions

‘APPLICANTS’	An individual who applies for Fisher River Cree Nation Band Housing.
‘ARREARS’	Refers to money owed to the Fisher River Cree Nation and not yet received.
‘BAND’	Means the First Nation members of the Fisher River Cree Nation.
‘BAND OWNED HOUSE’	Means a house, or other residential unit owned and administered by the Fisher River Cree Nation.
‘CHIEF AND COUNCIL’	Means the elected governing body of Fisher River Cree Nation.
‘CMHC’	Means the Canada Mortgage and Housing Corporation.
‘CODE’	Means the National Building Code 2005 and any revisions thereto.
‘AUTHORITY’	Means the Fisher River Cree Nation Housing Authority.
‘AUTHORITY MEMBER’	Means a Band member who is appointed to the Fisher River Cree Nation Housing Authority by Chief and Council.
‘CREE NATION MEMBERS’	A person whose name appears on the Fisher River Cree Nation Band Membership List.
‘EMERGENCY REPAIRS’	Means those works which must be carried out on the unit for the safety and protection of the householder and family members.
‘EVICTION’	Refers to the action taken by the housing department to remove a member from a band-owned house for failure to honour the conditions of their agreement.
‘FNIHB’	Means the First Nations and Inuit Health Branch of Health Canada.
‘HOUSEHOLDER’	Means that person(s) who has been assigned a housing unit.
‘HOUSING UNIT’	Means a residential building or subsection thereof which is designed to be used as complete private living quarters, i.e. house, condo, apartment, or mobile home.
‘IMMEDIATE FAMILY/ COMMON-LAW’	(Definition from Band Policy)

‘IMPROVEMENTS’	Means additions and enhancements to living space such as: basement development, additional bedrooms, wall panelling/papering, garages, patios and sun decks or any other addition or enhancement as may be determined from time to time.
‘INAC’	Means the Department of Indian and Northern Affairs Canada.
‘INFRASTRUCTURE’	Means outside services that are required to make a house functional (water, sewer, electricity, etc.).
‘LANDLORD’	Means any Fisher River Cree Nation Housing employee authorized to act on behalf of the Fisher River Cree Nation Housing Authority.
‘MAINTENANCE’	Means general upkeep of the appearance of the unit, and/or replacement of parts which enhances the appearance of the unit such as plumbing, electrical or heating devices.
‘PERMANENT FIXTURE’	Means any part of a housing unit which is attached by bolt, nail, screw, staple or glue, or is otherwise permanently attached.
‘PREMISES’	Means houses, apartments and mobile homes and the grounds of which the building forms a part.
‘RENOVATION’	Means a repair of a structural nature.
‘REPAIRS’	Means replacement of items that have become damaged through normal and reasonable wear and tear and as may be determined from time to time by the FRCN Housing Authority and all items that have been damaged either accidentally, wilfully, negligently or by individuals other than the householder such as: doors, windows, walls, cabinets, locks, light fixtures, floor coverings, mechanical, plumbing, ceilings and roofs.
‘RESERVE’	Means the Fisher River Cree Nation Indian Reserve #44 and #44A.
‘RESIDENT LEASE AGREEMENT’	Means the agreement entered into between the Fisher River Cree Nation and the householder.
‘RIGHT OF RESIDENCY’	Means any individual who has been given residency rights to an Fisher River Cree Nation housing unit.

5) Authority Mandate and Structure

a) Mandate from Chief and Council

The Fisher River Cree Nation Housing Authority is a standing Authority of Council on housing. The Housing Authority is responsible for drafting housing policies and programs regarding new construction, maintenance, repairs, rental units, tenant selection and associated infrastructure. It must also recommend budgets and changes for the First Nation Housing Policy and Program including a transparent appeal process. It is the regulatory body which ensures the implementation of its policy.

The Housing Authority will assume operational control of the housing programs; however, all decisions will be subject to final ratification by the Chief and Council in order that the accountability remains with Chief and Council and in turn to the Cree Nation membership.

b) Budget Allocation

All housing subsidies, loan collection payments, CMHC Section 95 and RRAP, band revenue contributions, training funds, loans and any other grants that may be received for labour or materials for new construction or repairs will be included as revenues for the annual housing budget. This budget will be developed yearly by the Housing Authority and approved by Chief and Council. Budgets will be separated into various departments; Board expenditures, staffing, repairs loans, new construction loans, First Nation rental units, maintenance salary and expenses, insurance, administration, lot servicing, training, loan payments, and any other services or charges that are necessary for the housing program.

c) Authority Structure

- I. The Housing Authority will be appointed by the Fisher River Cree Nation Chief and Council.
- II. There shall be a minimum of 5 and a maximum of 7 Authority members plus 2 ex-officio members of the Council.
- III. A quorum of this Authority shall be a majority of active members. The chairperson may not vote except in the event of a tie in which case will have the deciding vote.
- IV. The chairman shall be selected by the Authority members.
- V. The Authority shall have staggered terms as follows:
 - Three (3) members – one year terms
 - Four (4) members – two year terms

- VI. An individual who misses 3 consecutive regular meetings may be removed from the Authority.
- VII. Council shall appoint a new Authority member.
- VIII. Regular Authority meetings shall convene once a month and special meetings shall be called by chairperson with majority of Authority members.

6) Roles and Responsibilities – Housing Authority

a) Housing Authority

i. General

The Fisher River Cree Nation Housing Authority is the Regulatory Body or representative for the purpose of this program. As the Regulatory Body, the Housing Authority shall:

- I. Manage housing dollars in accordance to the established Fisher River Cree Nation Financial Administration Act.
- II. Manage Human Resources according to the Fisher River Cree Nation Human Resource Policy Manual.
- III. Act at all times in the best interest of the Cree Nations members as a whole and promote the purpose and objectives of the housing program.
- IV. Keep all matters pertaining to the Housing Authority in strict confidence.
- V. Uphold and agree to conflict of interest guidelines when any matter pertaining to immediate family members is involved.
- VI. Implement the Housing Policy.
- VII. Recommend changes to the policy to the Chief and Council from time to time.
- VIII. Develop long and short term housing goals.
- IX. Maintain an up-to-date inventory of all housing units.
- X. Maintain an up-to date priority list of units in need of repair.
- XI. Maintain an up-to date priority list of all members requiring housing.
- XII. Gather and review information on all existing and new housing programs.
- XIII. Monitor the effectiveness of housing programs by Formal Evaluation at least every 5 years.
- XIV. Receive and deal with disputes.

- XV. Receive, assess and deal with all applications respecting band housing in an orderly manner.
- XVI. Report to the Chief and Council on the activities of the housing Authority through the Housing Manager.

ii. Membership Eligibility

- I. a member of the Fisher River Cree Nation
- II. at least 18 years of age
- III. live on the reserve
- IV. be of a good character and respected by others in the community
- V. be knowledgeable of the housing situation in the community
- VI. not in default/arrears with any Band Entity or Economic Development Loan payments
- VII. not a contractor of service and/or goods in the area of housing

iii. Withdrawal from Housing Authority

- I. A Housing Authority member may voluntarily withdraw from the Housing Authority with written notice to the Chairman of the Authority.
- II. A Housing Authority member may be removed from the Authority for Breach of Conduct (See Band Policy Manual for Breach of Conduct)

iv. Voting Restrictions

A member of this Authority must declare a conflict of interest in discussion and voting circumstances:

- I. When a relative is the applicant for a housing loan, rental unit, on the selection process. A relative is defined as parents, grandparents, children, grandchildren, brothers and sisters and definitions in the Band Policy Manual.
- II. At the discretion of the Authority member

v. Financial Responsibilities

- I. The Housing Authority members will delegate day-to-day financial operations to the housing Manager or financial manager. The Authority will however, monitor the operations, recommend major financial decisions, and ensure that the Cree Nations financial and human resource policies are being implemented.
- II. Debts incurred by the Cree Nations Housing Authority are not the personal liability of the Authority except where fraud or other negligence can be proven. Authority members cannot receive direct financial gain or profit for being members.
- III. The Housing Authority will be responsible to ensure that annual audits on housing programs are complete and available to band members.
- IV. Financial reports will also be conducted and provided to Chief and Council, Chief Executive Officer and Chief Financial Officer on a monthly basis.
- V. Minutes will be required for all housing Authority meetings and for Chief and Council meeting where decisions have been made on recommendations of the housing Authority.
- VI. Chief and Council will be responsible for approving and directing the housing Authority on all budgets and finances.
- VII. The Fisher River Cree Nation Housing Authority is accountable to Chief and Council, Fisher River Cree Nation members and outside government departments and agencies.

b) Housing Authority Members

- i. No member of the housing Authority shall act as an individual on behalf of the housing Authority
- ii. A Housing Authority Member's responsibilities include attending all monthly Housing Authority meetings, preparing for meetings by reading relevant reports, keeping in touch with the general needs and concerns of the band members, looking out for the housing project and program, keeping up-to-date with relevant First Nations Policies and By-Laws and making recommendations to Chief and Council regarding the housing policy and program.

- iii. Will disclose any conflicts of interest and sign an oath of confidentiality.

c) Housing Chairperson

The Housing Chairperson, calls for Housing Authority meetings, prepares the agenda items with the Housing Manager, chairs all Authority meetings, ensures that there is a quorum at meetings, reports minutes and makes recommendations to Chief and Council.

d) Housing Manager

The Housing Manager's responsibilities include coordination of the First Nations Housing Program and activities to ensure that the First Nations Housing policies, agreements, guidelines and mandates are followed. He/she will consult with the Chairperson on preparation of the agenda, take minutes of meetings, file and draft appropriate documentation and agreements, ensures annual audits are prepared on housing budgets, advises the Authority and the membership on the implications of any transaction contemplated or policy changes and ensures that accurate financial records are maintained. The Housing Manager works on the day to day operation of the housing program and other related duties indicated in their job description.

The Housing Manager is responsible and accountable to the housing Authority and shall fulfill all duties and responsibilities as assigned by the Housing Authority.

e. Band Membership

As members of the Fisher River Cree Nation, each person has a responsibility to contribute their views on existing and future housing programs and services. This can be done at community meetings and through talking with the housing department or the Housing Authority. All members are encouraged to contribute to the development of housing policies and procedures.

Band Members also have a responsibility to support implementation and enforcement of the housing policy once it has been adopted by the Chief and Council.

f. Chief and Council

As the elected leaders of the Fisher River Cree Nation, Chief and Council will be responsible for reviewing and approving all recommendations submitted by the housing Authority and ensuring that decisions comply with the housing policy. Chief and Council are also responsible to ensure the membership are made aware of any new policies and how they are to be implemented and enforced.

7) Fisher River Cree Nation General Housing Policies

a) Householder of Record

All householders of record must be Band Members of Fisher River Cree Nation. Under no circumstances will possession of a house be transferred to a non-Band Member.

b) Householder Responsibilities

- I. The householder must keep and observe all safety, fire, health and all applicable by-laws and policies of the Fisher River Cree Nation.
- II. The householder will not assign the premises nor leave any guests or individuals in charge of the premises for more than 30 days without written consent of the Fisher River Cree Nation Housing Authority. If the householder arranges for a temporary lease agreement with anyone, any rent proceeds will be payable to the Housing Authority
- III. The householder must notify the Housing Authority if they are leaving their household for an extended period of time for the purposes of work, education, health, or other reasons.
- IV. The householder shall keep the premises clean, safe and dispose of all garbage in the proper manner.
- V. The householder agrees to immediately report to the Fisher River Cree Nation Housing Authority any break or defect in the water, heating and electrical systems or any part of the premises and its equipment that may result in major or long term affects to the house or community.
- VI. In the event that repairs have to be done due to the negligence or wilful misconduct of the householder or any person invited onto the premises, including but not limited to:
 - Broken windowpanes or screens
 - Repair/replacement of interior/exterior doors (including door knobs)
 - Painting or supply of paint
 - Repair of drywall
 - Floor covering

- Kitchen and bathroom cabinets

The householder will be billed and be required to pay for these repairs carried out by the Fisher River Cree Nation Housing Authority; otherwise the cost will be placed on the householders account with the Fisher River Cree Nation Finance Department. If the Householder has no financial means to pay for the repairs, the Householder will be required to enter into an agreement for a Community Service Program until the debt is paid in full.

- VII. The householder shall be responsible for all charges for telephone and hydro during their occupancy and must be able to maintain essential services to the unit. Hydro payments will be prorated for Social Assistance recipients according to the Social Assistance policies.
 - a. All utility accounts are to be issued in the name of the householder.
 - b. For multi-unit dwellings where there are no separate meters, the costs will be shared between the householders on a cost recovery basis.
- VIII. The householder will not do or permit to be done in their premises anything that is likely to disturb or be a nuisance or threaten the safety or well-being of other householders or neighbours if any.
- IX. The Householder shall not perform illegal acts or carry on an illegal trade, business or occupation in or around the premises.
- X. Any acts of suspected vandalism must be reported to Law Enforcement Officials immediately and a written incident report submitted to the Fisher River Cree Nation Housing Authority for investigation. Costs arising out of said damages shall either be borne by the FRCN Housing Authority or the householder and upon conviction of a suspect or in the case of a minor; the parents of the child(ren) will bear the cost of the damage.
- XI. The householder may insure their own personal effects and furniture from fire, theft, water damages, etc. for their own protection.
- XII. The tenant must apply to the Fisher River Cree Nation Housing Authority in writing, immediately, when repairs to fixtures, and/or structure are needed. The householders shall also complete a report to

the Housing Manager as to how the damage occurred to the unit, if requested.

XIII. The householder acknowledges and agrees that at any such time in the future that should the house be abandoned, or are found to be causing excessive damage to same; the Housing Authority reserves the right to reclaim the unit under the Authority's control, as well as the land/yard/access driveway. The householder will not wilfully or negligently damage the premises. If a unit has been wilfully damaged, or is found to need continuous repairs due to irresponsibility or neglect of the householder(s), the Housing Authority has full and sufficient ground to order an eviction of any householder who is guilty of wilful damage or irresponsibility and neglect of the unit. In the case where the Housing Authority determines that there will be future damages to the unit, the Authority has the option of reallocating the unit to another band member.

XIV. The householder is solely responsible for the provision and maintenance of all appliances.

b) Vacant Units

If a unit is going to be vacant for a period of time due to employment, health or education reasons, the Fisher River Cree Nation must be notified. If the Fisher River Cree Nation is not notified, the house will be considered abandoned.

If a householder leaves a unit (with notification), they are responsible for making arrangements for maintenance, security and upkeep of the unit during the time that they are absent.

If a unit is vacated because of its poor state of repair, it is to be inspected by the housing manager and/or the Environmental Health Officer. If the unit is considered unfit for use as a dwelling and poses a threat to the health and safety of any occupant, the housing manager/environmental health officer shall declare the building condemned and prohibit occupancy. The septic tank will be pumped out and removed.

The housing manager shall make a full report on the condition of the vacant building to the housing Authority.

c) Condemned Units

Within two weeks of a house being condemned, steps shall be taken to secure the premises. The windows and doors will be boarded up, the hydro meter removed, the well closed off, etc.

If a unit has been declared condemned and someone moves into the unit, they are moving in “at their own risk” and will be required to sign a document to that effect.

No monies will be expended on a unit that has been declared condemned.

Within a period of six months, all condemned units will be either repaired or demolished. All salvageable materials will become the property of the Housing Authority.

The house may be turned over to the fire department for training purposes.

The Housing Authority may consider expressions of interest from band members for dismantling the house. In these cases, the successful bidder will be responsible for the demolition, clean up and removal from the site.

c) Vacating of units

Any householder vacating a unit permanently must notify the housing Authority thirty days prior to vacancy so that the unit may be reassigned.

Temporarily vacated units will be assigned only to Fisher River Cree Nation members.

Any employed householder who has temporarily reassigned their house will not be eligible for financial assistance towards the improvement of the unit.

Prior to the reallocation of a vacated unit, the housing manager will prepare a list of any and all deficiencies in the unit.

e) Abandoned Units

If a unit has been abandoned, that unit may be reallocated to another Band member in need of a unit. The new householder will be selected by the Housing Authority according to the selection criteria.

If any damages occur during the time the unit was abandoned and the householder returns to the home, they will be responsible for all repair costs.

f) Transfer of Units

i. Voluntary

A householder may voluntarily transfer the occupancy of a housing unit to another Band Member with the prior written consent of the Housing Authority.

ii. Death of a householder

If the householder should die without a will, the immediate family should choose a family member who is able to assume responsibility for the unit, and who is in need of housing. Their selection is subject to the approval of the housing Authority.

In the event that no agreement is reached, the housing Authority may reassign the unit to a qualified individual, preferably one who is within the immediate family.

In the event of no will and no immediate family, the land and house will revert back to the Cree Nation and under the control of the Housing Authority.

iii. Transfer of Band Membership

If a householder should cease to become a band member of the Fisher River Cree Nation by voluntary transfer of membership to another band, the householder must transfer ownership of the unit to another band member. The householder will be give the opportunity to select a family member who is able to assume responsibility for the unit, and who is in need of housing. Their selection is subject to the approval of the housing Authority.

In the event that no agreement is reached, the land and house will revert back to the Cree Nation and under the control of the Housing Authority.

iv. Family Breakup

Until such time as a policy is written directly related to Matrimonial Real Property, in the event of a family breakup, the householder of record will be determined on a case-by-case basis. The Housing Authority will firstly comply with any court decision related to the occupancy of the unit. If the courts are not involved, the Housing Authority will review the situation based on the best interests of any children and the housing selection criteria and make their recommendation to Chief and Council.

g) Vacant Band House on Band Members Land

If the house will not be permanently occupied, the Housing Authority will make arrangements to move the unit from its current location. A new householder will be selected according to the selection criteria.

h) Privacy/Emergency Access

In the event that the Fisher River Cree Nation Housing Authority has reasonable and proper grounds to believe that:

An emergency has occurred and requires the Fisher River Cree Nation to enter the premises to protect the premises from eminent or further damage; the Fisher River Cree Nation may do whatever is necessary to rectify the situation.

The householders appear likely to do damage to the premises.

The householder has abandoned the premises, the Fisher River Cree Nation may, without notice, immediately enter and take possession of the premises

i) Band Maintenance

Eligible band maintenance is divided into three householder categories (And is dependent on funds being available):

- 1) Social Assistance Clients (if a Social Assistance client is the householder but is residing with someone that is employed, the household will be considered to be employed)
 - a. Septic pump-outs (August in each year)
 - b. Emergencies such as furnace, pressure pump, “freeze-ups, sump pumps, etc.
 - c. Ineligible items include but are not limited to: toilet levers, pull switches, ceiling fans, door knobs, etc.
- 2) Employed Householders
 - a. Emergencies such as furnace (no heat, whole furnace requires replacement), wells, etc.
 - b. Ineligible items include but are not limited to: sump pumps, septic pump-outs, “freeze-ups”, toilet levers, pull switches, ceiling fans, door knobs, etc.
- 3) Elders (If an elder has paid someone, or made arrangements for someone to do any eligible maintenance, they may be reimbursed their costs.)
 - a. Emergencies such as furnace, pressure pump, “freeze-ups, sump pumps, etc.

- b. Ineligible items include but are not limited to: septic pump-outs, toilet levers, pull switches, ceiling fans, door knobs, etc.

j) **Emergency Repair Program**

1. Emergency repairs will be assessed by the housing manager.
2. An up-to-date list of qualified contractors/skilled tradespersons will be compiled and maintained by the housing department.
3. A record shall be kept of all emergency repairs including response time, costs and reasons for the repairs.
4. Where the emergency repair is required as a result of damage caused by the householder and/or members of his/her family, the householder will be held responsible for the cost of the repairs.
5. Where vandalism is evident, a police report is to be filed and recovery of costs through restitution. Costs of vandalism are the responsibility of the householder. In the event that the householder does not have the funds to complete the repairs immediately, the Housing Authority, may repair the damage, however, the costs will be recorded as a loan and recovered from the householder.
6. Where the emergency repair is the result of normal wear and tear or an accident, the householder may apply for a home renovation loan with the Cree Nation.
7. Normal renovations and maintenance policies apply as long as funds are available.

k) **Householder renovations**

The householder must obtain written permission from the Housing Program in order to undertake any renovations within the house he wishes to make to ensure that the renovations conform to the First Nation by-laws. This includes additions, additional walls, and extensions to the house etc. The homeowner is responsible for the cost of those renovations.

1) Band Rental Units – 55 plus, 8-plex, other

The Tenants shall be selected by the Fisher River Cree Nation Housing Authority. To be eligible, a tenant must:

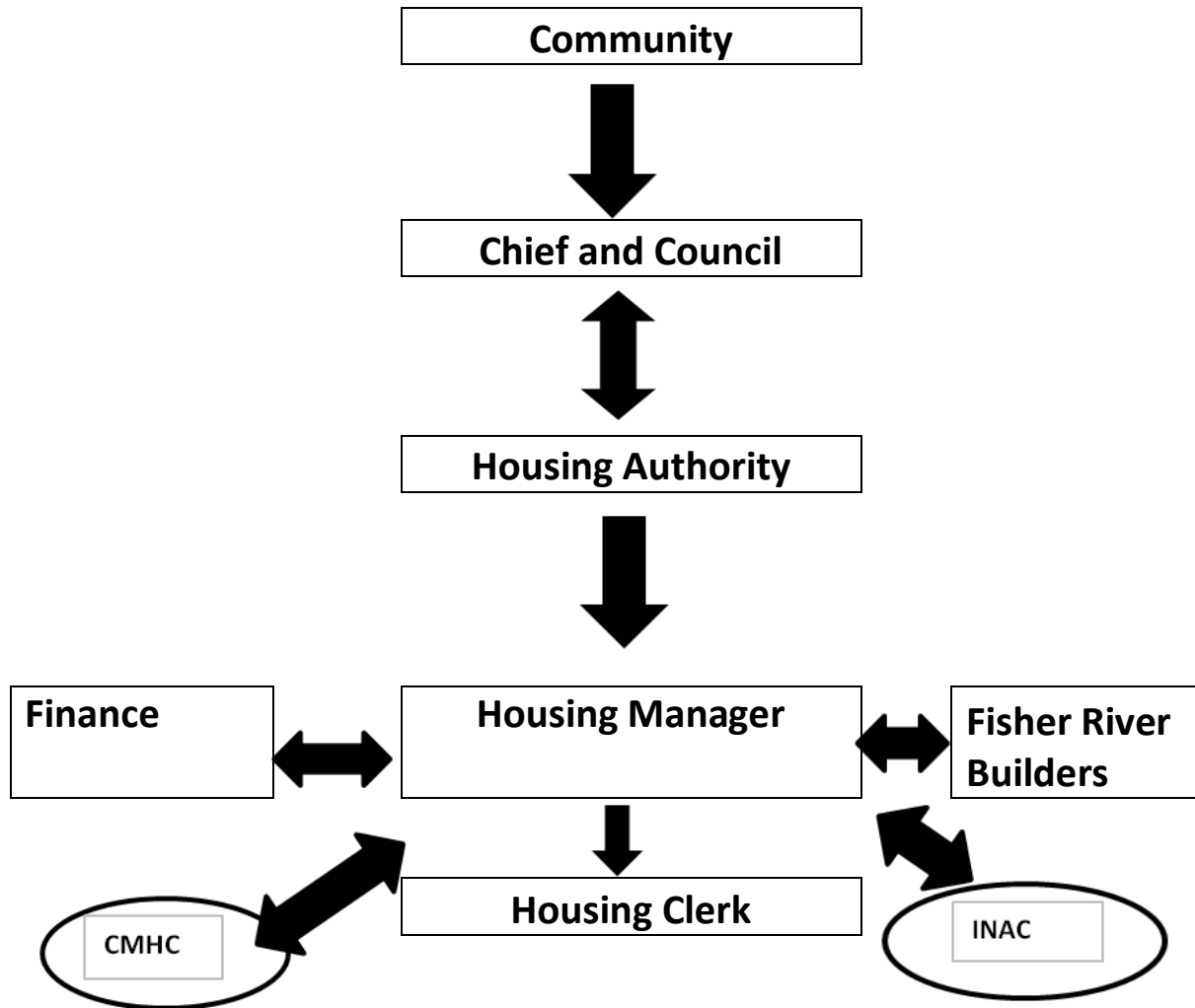
- I. be a First Nation member
- II. be of the age of majority
- III. The tenant must sign a Fisher River Cree Nation Housing Authority rental agreement agreeing to:
 - a) Carry out minor maintenance and repairs, correcting tenant damage, making monthly rental payments, paying for utility costs, obtaining fire insurance for personal contents, keeping the house and property free of health and safety hazards, and informing the housing department of all planned prolonged absence from the unit.
 - b) The acknowledgement that any of the following may be cause for eviction:
 - i. Default of payment
 - ii. Subletting
 - iii. Neglect or abuse of unit
 - iv. Vacating
 - v. Complaints registered on a continuous basis
 - vi. Overcrowding
 - vii. Not permanent residence
 - viii. Any illegal activities
 - c) Special Circumstances as determined by the Housing Authority may allow for temporary rental situations to non-band members.
 - d) Damage deposits will be collected on any temporarily assigned housing units.

8) Administration of CMHC Programs

The Cree Nation has implemented a formal housing record and reporting system to fully capture and manage housing portfolio income and expense budget items. All CMHC programs will be managed according to the Operating Agreements.

9) General Administration

a) Organization Chart



b) Data Base

A database containing information on all housing units on the Fisher River Cree Nation should be implemented and updated continually. This data base should include the number of houses, condition of units, addresses, householders name, lot numbers, year of construction, year contractors repairs were done, what programs were accessed for building or repairs (Cree Nation loan, CMHC RRAP, other), loans outstanding, services available(water, sewage, roads), inspection reports and other relevant information that would be useful for the Cree Nation.

10) Selection Process

Band members may apply to the Housing Authority for:

- Rental Accommodation
- Temporary/Short term Housing
- New Housing
 - Band Housing
 - Purchase an existing home or construct a new home from the Housing Authority Revolving Fund.
 - Purchase an existing home or construct a new home with funding from a financial institution or government programs.
 - Transfer ownership of a Band Home.
- Renovations/Repairs
 - Renovate a home using loans from the Housing Authority Revolving Fund.
 - Renovate a home with funding from a financial institution.
 - Renovations from Band Funds, other government repair programs (RRAP, HASI, etc.)

a) **Application process**

The Housing Authority will establish annual housing priorities for band housing units and renovations/repairs based on the capital budgets and the funding available from CMHC or INAC programs. Housing priorities may include seniors, handicapped, single elderly, single-parent families, singles, off reserve members or whichever part of the communities population is considered to be in the greatest need for housing assistance.

Fisher River Cree Nation members are to request housing accommodation through the Housing Authority by completing a formal application for housing. Applications are available at the Band Office.

The Housing Department will maintain a list of all individuals/families requesting housing. Band members must have updated applications for housing on file in order to be considered. A credit check may be completed when determining qualification for internal or external loan programs.

Band members will be awarded points for the set criteria, which will be calculated from the information the member provides on the application form. Applicants must be applying for a principle residence and not already have a house assigned to them. If they currently have a house then there must be inadequacies in the current house, such as not enough bedrooms, inadequate bathroom facilities, health concerns, etc. Any person in arrears to the Band will not be considered for funding until all arrears are paid in full. Applications should be updated at least once per year or as circumstances change.

Changes may include new dependants, change of address or change in employment status. Any false declaration will void the application. After having reviewed the applications, the Housing Authority shall present their recommended priority list to Chief and Council for ratification.

Members who have voluntarily given up their on-reserve residences will have points deducted from the criteria to reduce their priority on the waiting list. When re-applying, past records of maintenance, reasons for vacating the home and frequency of moves will be considered when reviewing their application.

Upon verification of the application for new housing, major renovations/repairs or rental housing, the applicant shall be rated on the following criteria at a meeting of the Housing Authority and a priority list will be established. (Separate priority lists will be established in order to balance the housing needs ie. Families, Single people, Elders, Special Needs.)

b) Selection Criteria

- Band Member
 - How long you have been a band member
 - Immediate Family are band members
- Age of applicant
 - Age of Family members/children
- Current Housing Situation
 - No home
 - Overcrowding, the number of families living in a house or a large family with children of legal age and under
 - Currently residing on reserve
 - Living in someone else's home
 - Emergency replacement – burnout, flooding, condemned
 - ICFS or family violence situation
 - Emergency relocation

- Current housing condition – health and safety (inspection report by housing manager)
- Disability – unsuitable housing
- Never owned home
- Reasons for living off reserve – education/health reasons
- Length of time on waiting list
- Land availability – own land, band land
- How they look after current housing based on past history of repairs/maintenance wilful damage
- Short term intentions such as; education, work, incarceration
- Previous home sold or abandoned
- Drug policy
- Willing to assume responsibility for maintenance/renovations
- Credit History (Loan programs)

If several members have the same ranking after the criteria has been reviewed, selections will be conducted randomly as determined by the Housing Authority.

c) Final Approval of Application

- Members will be notified by the Housing Authority of the approval in writing
- Members will be required to sign an agreement with the Housing Authority to indicate acceptance and terms and conditions including responsibility for all maintenance
- Any current house “owned” by the member will be transferred to the control of the Housing Authority including 2 acres of land and road access

11) Appeal Process

If at any time, there is an individual who does not agree with a decision of the Fisher River Cree Nation Housing Authority for any reason, this person or persons shall have the opportunity to appeal the decision by submitting a written request to the Housing Authority. The letter should include the details of the matter and the expectations of the outcome.

Band members may appeal any decisions made within 10 days from the date of notification of the process. Appeals must be delivered to the Housing Manager in writing. The Housing Manager will then notify the Housing Chairperson who will be responsible to add the appeal on the agenda for the next Housing Authority meeting. If a meeting is not scheduled within the following two weeks, the Chairperson will call for a special meeting to deal with the appeal.

The Housing Authority will review the band member's position and the original decision. The band member will be permitted to attend the meeting to present his/her position to the Housing Authority members. The band member will only be allowed in the meeting for the time needed to make the presentation and will be required to leave immediately afterwards. Any member of the Fisher River Cree Nation may request that all or part of his/her presentation be heard in camera, provided the matter to be heard deals with personal or financial concerns. Any other individual may be heard by the housing Authority at the discretion of the chair.

The Housing Authority will then review the band member's position and make a recommendation. Any decision reached by the housing Authority is to be communicated in writing within seven days of the decision to the appellant and to the Chief and Council, including the rationale for the decision.

12) Construction Standards

a. General

- i. The rules and regulations are to be applied to all residential construction, renovation or repair, whether on private lands, leased land or band owned land.
- ii. All new residential lots will be a minimum of 2 acres, except in designated subdivision areas. All Section 95 constructed homes will require a written agreement setting aside the 2 acres of land and road access with the house for the duration of the loan.
- iii. All new residential construction, renovation or relocation of housing units shall meet or exceed the minimum standards as set out in the National Building Code 2005 or RRAP standards and any revisions thereto.
- iv. All new construction shall take into consideration the 100 year flood plane and any rules or recommendations respecting same.
- v. All sewer and water systems must meet the provincial regulations and provide a registration form as required by the FNIHB.
- vi. The housing Authority shall be deemed as the authority having jurisdiction for construction codes and standards.
- vii. Contractor bids, materials and other price factors may be a consideration in the final approval of the construction.
- viii. Households will be encouraged to assist with any construction provided this does not interfere with the work of the contractors.
- ix. All construction carried out under this policy shall be undertaken with due regard for the natural environment.
- x. All construction must be carried out in accordance with the approved plans.
- xi. All building lots are to be on Fisher River Cree Nation Land.
- xii. All building lots are subject to easements or right of ways.
- xiii. Once a location for a house has been confirmed/approved the householder will ensure the area is properly brushed if required.
- xiv. Driveway length and hydro hook-up cannot exceed 300 ft., and the householder will incur any costs for additional expenses should it be required.

- xv. The householder is solely responsible for any costs related to telephone service hook-ups.
- xvi. During the construction period the householder will perform basic clean up as requested by the Housing Manager.

b. **Inspections**

The work shall be inspected at regular intervals by the housing Authority and such other individuals as may be required by funding agencies as follows:

- a) Site investigation
- b) Completion of the foundation, including waterproofing and weeping tiles
- c) Completion of framing with roof on, exterior doors and windows in place and with insulation and vapour barrier installed
- d) Final inspection of completed building and further work shall not proceed until these inspections have been carried out and the work approved (No one will be allowed to take possession of a new house until the final inspection has been complete).
- e) The housing inspector upon direction from the housing manager may inspect (within 24 hours written notice of the householder's permission), all new and existing housing units on the reserve and prepare written reports on any observed deficiencies.

13) Housing Programs

a) Material Purchase

Households may order building materials and supplies through the housing Authority to take advantage of lower prices provided the material or supplies are for their own use on their housing unit within the reserve. To order materials or supplies, members must submit their order's prepaid in the full amount of the purchase.

a) Fisher River Cree Nation Cost Share Renovation Program

Depending on budget availability, the Housing Authority may agree to cost share with the householder either the material or labour of a renovation initiative providing the householder provides the other. The householder must have written approval for utilization of this program prior to purchasing any material or labour. The Housing Authority will not reimburse any expenses not approved in advance.

b) Fisher River Cree Nation Renovation Loan Program

The Fisher River Cree Nation Band Renovation Loan Program offers qualified band members low cost loans to make repairs and renovations to their present homes. The Housing Authority will allocate a specific number of loans on an annual basis.

The housing Authority will provide low interest loans (5% annually) to a maximum of \$7,500.00. Should the applicant require additional monies to complete the work, the Housing Authority will encourage individuals to access personal loans from lending institutions. All progress payments shall be tied to the approved inspection reports. No deviations or alterations shall be accepted on approved plans.

Loans will be repaid over a five year maximum term by monthly payments beginning the first of the month, following completion and inspection of the renovations.

Late payment fees of \$10/day will be applied to the outstanding balance if payments are more than 30 days past the due date and/or if payments are late more than 3 times in any one year period.

Should the householder wish to repay the loan before the five year term, 5% per year of the principle loan proceeds will be forgiven.

Loans will be registered to the householder applying for the loan. The member applying shall not have any bad debts with the Cree Nation or have any other outstanding loans with the Cree Nation. Should the householder default on the loan, they will be considered ineligible for any other loan programs and may be disqualified from accessing other Cree Nation programs. Non payment may also result in legal action and/or garnishment of wages.

c) Homeownership Programs

A band member may obtain a bank mortgage through the use of a CMHC/ INAC programs or directly through a lending institution. The Fisher River Cree Nation may be required to provide an additional guarantee that the loan for the construction or purchase of a house on a reserve will be repaid. That is, if the individual is unable to make the payments, the Fisher River Cree Nation guarantees the money will be repaid. All agreements clearly spell out who will pay in case of default.

Each fiscal year, the Housing Authority will budget funds to be allocated for equity contributions to qualified individuals for homeownership programs. The Cree Nation may provide a one time contribution in the amount of \$34,715.00 (including \$6,000 for infrastructure) towards the construction of a new home.

i) Eligibility

- Must be 18 years or older and a member of the First Nation;
- Must have written consent from the Council of the Band to use and/or occupy a particular legally described property (building lot).
- The borrower must enter into a written agreement with the Council of the Band pledging their right of possession to the property (building lot) as security for the loan guarantee by the Band Council.
- The borrower must be able to satisfy prudent lending requirements for taking out a loan.

ii) Roles and Responsibilities

The individual applicant:

1. by way of a housing application, seeks the support of the Band Council for a Ministerial Loan Guarantee, or other security, for a housing loan for the construction and/or purchase of a house.
2. following approval of the housing application and the allocation of a building lot by Band Council, provides the Band with copies of housing plans, specifications, a detailed estimate of construction costs along with other information required for credit purposes (employment history, verification of income, etc.)
3. requests that the Band Council ensure that code compliance inspections are carried out during construction of the house;
4. receives counselling from the Band Council on the terms and conditions for their support of the request of a Ministerial Loan Guarantee and signs a Written Consent, pledging their right of possession of the property (building lot) as security for guarantee of the loan by the Band Council;
5. obtains a BCR from the Band Council in support of their application for a housing loan;
6. approaches the lender to apply for a housing loan and loan insurance where applicable, and provides to the lender copies of: the agreement through which the property is being acquired (in the case of a purchase), a site plan, housing plans, specifications and detailed estimate of construction costs, and a copy of the BCR along with other information required for credit purposes (employment history; verification of income, etc.); and
7. obtains from the lender conditional approval of the loan and loan insurance where applicable, signs the Loan Agreement and provides copies of these to the Band Council.

The Housing Authority:

1. completes a review of the borrowers housing application. Considers the applicants employment and income information to satisfy itself with the reputation and financial responsibility of the individual for which it takes on the risk by requesting a Ministerial Loan Guarantee. Upon approval of the applicants housing application, confirms the applicants building lot;
2. requests a Phase 1 Environmental Site Assessment (CSAZ768-94) to be carried out by an independent and competent Assessor on the subject property
3. reviews the applicants housing plans, specifications and cost estimates to ensure the project plan addresses applicable construction standards and that the individual applicant is prepared and can be expected to successfully complete the project with the funds being requested;

4. verifies that the applicants equity, where applicable, is available and will be in place when required. Counsels the applicant on the conditions of the Band Councils support of the loan guarantee and the consequences of defaulting on the loan payments and has the applicant sign the Written Consent, pledging their right of possession of the property as security for the guarantee of the loan by the Band Council;
5. passes a Band Council Resolution (BCR) confirming the identification of the property related to the loan and providing the necessary certification concerning the use of the funds for housing, the completion of an environmental site assessment, and an undertaking to assume the borrower's responsibilities under the loan agreement in the event of default by the borrower, and confirmation that it has a Written Consent whereby the applicant pledges their right of possession of the property as security for the Band's support of the loan guarantee;
6. provides a copy of the BCR to the applicant to take to the lender;
7. upon receiving confirmation of approval of the loan (conditional on obtaining a Ministerial Loan Guarantee) forwards to the INAC Regional Office, all necessary documents supporting the request for a Ministerial Loan Guarantee, including copies of the BCR (original) requesting the loan guarantee, the signed Loan Agreement and Certificate of Insurance where applicable, the Written Consent (original) between the individual borrower and the Council of the Band, and where investigation beyond a Phase 1 Environmental Site Assessment was required, a copy of the assessment report; and as construction takes place, ensures that code compliance inspections are conducted to verify the quality of construction.
8. The Housing Authority will ensure inspections are carried out on all new home construction projects.

The lender:

1. Completes a loan application with the applicant and obtains the required supporting documentation including the BCR, copies of the site plan, house plans, specifications and cost estimates, and income verification for credit purposes;
2. prior to approving the loan, verifies the applicant's employment history, actual income level, financial stability, and assesses the applicant's ability to repay the loan based on:
 - a) industry standard or lenders normal credit policies; or

- b) policies and procedures as provided and updated from time to time by Canada Mortgage and Housing Corporation
3. confirms that the applicant's equity is available and will be in place at the time of lending the funds;
 4. does not lend more than the actual construction or purchase cost of the project as agreed upon by the borrower and the lender and as verified by the lender through an examination of cost estimates and an appraisal or comparison with similar projects in the community/area;
 5. applies for loan insurance on behalf of the applicant and obtains the Certificate of Insurance conditional on obtaining the loan guarantee;
 6. following receipt of the loan insurance, enters into a Loan Agreement with the applicant, conditional on obtaining a loan guarantee, and provides copies of the Loan Agreement and Certificate of Insurance to the applicant;
 7. upon receipt of the Guarantee Agreement, executes both original copies of the Guarantee Agreement and returns one to the INAC regional office;
 8. within 60 days of the Interest Adjustment Date of the new loan, provides a Guaranteed Loans Terms and Conditions Report to the INAC Regional office detailing the applicable information; and
 9. arranges for progress advance inspections to be carried out on the housing project as work progresses to facilitate loan advances.

iii) Fire insurance

All borrowers must obtain and keep in force for the duration of the loan, fire insurance for the full replacement value. The policy must include the stipulation that loss, if any, is payable to the Lender/Cree Nation as its interest may appear.

iv) Fire insurance claims

Homeowners are responsible for notifying the insurance company. Payment of the claim is to be made payable to the Lender/Cree Nation and homeowner jointly. If a partial payment for damages, the proceeds are to be used by homeowner to carry out repairs. If a total loss occurs, the outstanding loan balance must be paid in full from the claim and the remaining dollars provided to the borrower.

v) Foreclosure policy

If the borrower fails to remit payment as stipulated and agreed to in the Agreement or an arranged upon Repayment agreement or breaches any term or condition contained in the

Agreement, the borrower is in default. The Housing Manager will prepare a recommendation to foreclose on the property to the Housing Authority. The Housing Authority will be provided with the relevant background information pertaining to the account in order that they can make an informed decision.

vi) Responsibility for repairs

The homeowner is responsible for all minor and major repairs to the house.

vii) Selling the house

If a homeowner's personal circumstances require him to sell his house (for example, if he becomes unemployed or injured and cannot maintain regular payments) or if a homeowner wishes to move, he may do so. The homeowner may only sell his house back to the Housing Authority (or to another band member with the prior written approval from the Housing Authority). The Housing Authority will cause to have an accredited real estate appraisal of the house completed and will negotiate a fair purchase price with the homeowner on a willing buyer, willing seller basis.

viii) Payment difficulties

The Housing Manager will work with the Homeowner to determine the root causes of the difficulty. If a homeowner is unable to fulfill his obligations due to unforeseen difficulties the Housing Manager will arrange for the sale of the house. As a last resort, the Housing Authority will purchase the House back from the Homeowner. The house will then be sold or rented to another band member.

14) COLLECTION AND DEFAULT PROGRAMS – All Band Loans/Rental payments/Band Guarantees accessed for Housing through the Housing Authority

The collection procedure outlines the process by which loan payment or other housing debts shall be collected. The default procedure outlines the process which shall be used when payments on housing loans or band rentals are in arrears.

1) Collection procedure

- a) Each householder must sign an agreement which outlines the manner in which payments, if any, shall be received.
- b) It is the responsibility of the householder to make payments in accordance with their specific agreement.

2) Default Procedure

- a) The Housing Manager notifies the householder of payment arrears and must provide initial counselling.
- b) An agreement is considered to be in default when it is more than 90 days in arrears. The matter must be referred to the Housing Authority when the householder is in default. Legal procedures may apply.
- c) The householder will be required to meet with the Housing Manager and/or attend a Housing Authority meeting to review the situation and to resolve arrears problems.
- d) The Housing Authority can serve notice to the householder of their intention to demand payment at the expiration of a 90 day period from date of notice. If after the 90 day period, the payment is still in default; this matter shall be forwarded over to our local band solicitor for due process.
- e) After 2 (two) Authority interviews concerning arrears, the payment is still in default, the homeowner must pay all arrears in full or loan will be referred to Band lawyer for action.
- f) If after a loan default has occurred, the Band shall take possession of all collateral assigned and sell the said collateral and apply the proceeds against the loan in accordance with the loan agreement.
- g) Any amount realized over and above the amount owed shall be refunded to the borrower, provided, that if the full amount is not realized from the sale, the balance shall remain as indebtedness against the borrower.

15)Liability

The Fisher River Cree Nation assumes no liability for damages caused to personal property belonging to or owned by the householder or any member of his family or to any other occupant or person while such personal property is located upon the premises including any damage arising from fuel, oil, water, broken drainage pipes or plumbing works, electrical defects caused by any act or omission by any householder.

The Fisher River Cree Nation assumes no responsibility or liability for any personal injury or death that may be suffered or sustained by the householder and any members of his family or other invitees who may be upon the premises. The householder shall hold the Fisher River Cree Nation harmless and indemnified there from shall assume all risks of such injury or death.

The householder is responsible for insuring loss of personal property and personal injury occurring on the premises however caused.

16)Policies to be Developed

- a. Situations that arise that are not covered in this policy will be reviewed by the Housing Authority and a decision will be made. If the situation appears to be one that requires a policy to be developed, the Housing Authority will develop the policy.
- b. Enforcement of Fisher River Cree Nation Drug By-Law
- c. Matrimonial Real Property Rights
- d. Insurance
- e. Building Permit System
- f. Other