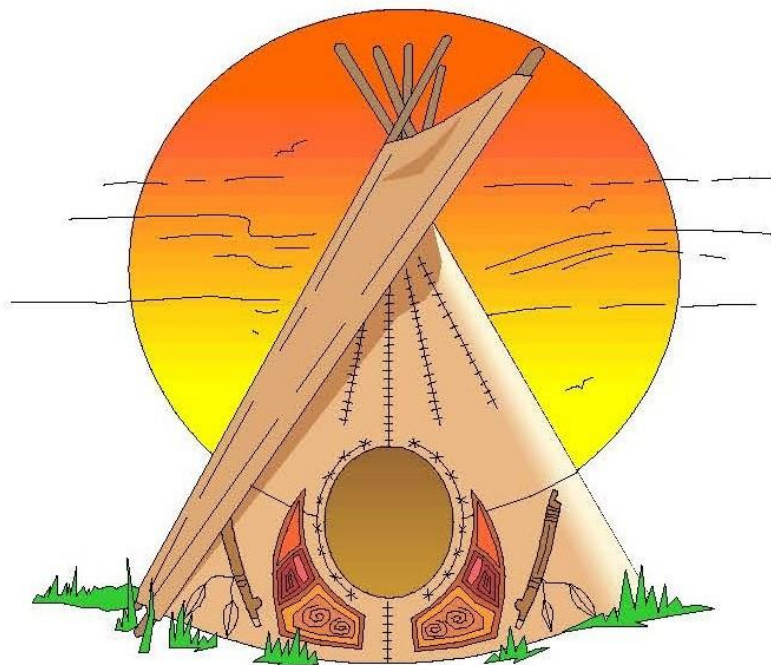


# FLYING DUST FIRST NATION HOUSING POLICY



The following manual was produced for the purpose of assembling the various policies, procedures, rules and regulations of the Louis Bull Tribe Housing/Roads/Sanitation Department into a single volume for easy reference by the Flying Dust First Nation, Housing Selection committee Members, Housing Department, Department Administrators and staff, contractor and the Members of the Flying Dust First Nation, generally.

AND WHEREAS the Flying Dust First Nation Council and the Flying Dust First Nation Housing Department wish to ensure that all Members of the Flying Dust First Nation receive fair and equitable considerations of their needs.

NOW THEREFORE be it resolved that the following policies, regulations and procedures be enacted in order to provide orderly, equitable and consistent guidelines for the Administration of the Flying Dust First Nation Department services

| <b>Flying Dust First Nation Chief and Council</b> | <b>Flying Dust First Nation Housing Committee Members</b> |
|---|---|
| Chief _____                                       | Chairperson _____   |
| Councillor _____                                  | Member _____  |
| Councillor _____                                  | Member _____  |
| Councillor _____                                  | Member _____  |
| Councillor _____                                  | Member _____  |
|   | Member _____  |
|   | Elder Member _____  |

## SECTION 1

### 100 CITATION

100.1 This document will be entitled the Flying Dust Housing Corporation Policy.

### 101 OBJECTIVES

101.1 The Flying Dust Housing Corporation Policy has been established by the Flying Dust Housing Corporation to oversee the administration and operations of the Flying Dust Housing Department. The purpose of this policy is as follows:

- a) to outline a policy framework upon which housing units located on the Flying Dust First Nation and the infrastructure utilized to service such units will be administered, so as to ensure that the housing needs of the membership of the First Nation are met to the best of the ability of the Housing Corporation; and
- b) to outline the policy and procedures having application to the administration of the Flying Dust Housing Corporation.

### 102 DEFINITIONS

102.1 In this Policy, the terms are defined as follows:

- a) "Band Membership" means any person whose name appears on or is entitled to appear on the Band list of the Flying Dust First Nation as maintained by the Registrar of the Department of Indian Affairs and Northern Development pursuant to the provisions of the *Indian Act, R.S.C. 1985, c.1-5*.
- b) "Band Unit" means a housing unit constructed by the Band utilizing its own resources;
- c) "Board Member" means any member of the Flying Dust First Nation Housing Corporation in office from time to time;
- d) "CMHC" means the Canadian Mortgage and Housing Corporation or its successors;
- e) "CMHC Unit" means a unit constructed utilizing financial assistance received from CMHC and for which a Ministerial Guarantee has been pledged as security for repayment of the Band loan associated with such unit;
- f) "Council" means the Chief and Council of the Flying Dust First Nation
- g) "Crown Corporation" means any corporation owned, operated or administered by the Government of Saskatchewan which provides utility services to housing units located on the Flying Dust First Nation, and includes SaskPower, SaskEnergy and SaskTel, together with their successors;
- h) "DIAND" means the Department of Indian and Northern Development or its successors;
- i) "Eligible Voter" means for the purpose of voting in respect to matters under this policy, any Band Member who has attained the age of eighteen (18) years on or before the day of the vote;

- j) "Emergency Meeting" means a meeting called by the Chairperson or Co-Chairperson of the Housing Corporation to deal with urgent circumstances such as disaster, acts of nature or tempest;
- k) "Housing Corporation" means the Flying Dust First Nation Housing Corporation and its board members;
- l) "Immediate Family" means in respect of an individual, their common-law or legally married spouse or natural or adopted children;
- m) "Incarceration" means to be placed in a correctional institution and be subject to confinement following conviction for a criminal or criminal related offence;
- n) "J-Form" means a form required to be completed by electricians and adopted for use by SaskPower with respect to power hookups;
- o) "Material Contract" means any contract or agreement relating to the provision of goods and/or services;
- p) "Ministerial Guarantee" means a loan guarantee under which the Minister Responsible for INAC has agreed to guarantee to a lending or financial institution the repayment of a loan or loans on behalf of the Band in respect to the construction of CMHC units;
- q) "Occupant" means an individual who resides in a Band Unit and who has executed a Service Fee Agreement with the Housing Corporation;
- r) "Reserve" means the lands comprised within the Flying Dust First Nation as may be amended from time to time;
- s) "Senior" means a Band Member who has attained the age of sixty-five {65} years and who resides on the Reserve;
- t) "Tenant" means an individual who has executed a Tenancy Agreement with the Housing Corporation in respect to the leasing of a CMHC Unit and has executed a Service Fee Agreement
- u) "Users Fee" means a fee implemented to offset costs for utility service charges to each CMHC and Band Home.

102.2 Words used herein importing the singular only shall include the plural and vice versa and words importing the use of any one gender shall include the other gender.

102.3 All references contained in this Policy to any legislative enactments will include any such Statutes as may be amended, re-enacted or replaced from time to time and, in respect of any defined term derived from such Statutes, includes any subsequent definitions contained in any Statute enacted in substitution thereof or in modification thereof.

### **103 APPLICATION**

103.1 This Policy will have application to:

- a) the sale, leasing and occupancy of all residential housing units located on reserve; and
- b) the administration of all infrastructures utilized to service such housing units.

103.2 This Policy does not have application:

- a) to any land designed for lease or use for specific projects as approved by FDFN Housing Corporation; or
- b) to any other lands as may be excluded from the application of this policy;
  - i. as approved by resolution of the Council or Housing Corporation; or
  - ii. as set out in any other applicable legislation or policies of the Flying Dust First Nation.

## SECTION 2

### TERMS OF REFERENCE

#### **200 CODE OF ETHICS**

- 200.1 All Board Members together with staff employed within the Flying Dust First Nation Housing Corporation must comply with the Code of Ethics set out in this section.
- 200.2 Every employee and Board Member must, during the term of office or employment, adhere to the following principles:
- a) that in performing their duties each employee or Board Member must faithfully and honestly fulfill the duties entrusted to them by reason of their employment or appointment;
  - b) that each employee and Board Member will adhere to the conditions of their employment of appointments and shall abide by and comply with all policies, procedures, bylaws and legislative enactments as may be established from time to time by the Flying Dust First Nation;
  - c) that all services provided by an employee and Board Member will be provided in a professional manner and to the best of his or her ability;
  - d) that employees or Board Members will not engage in any activity or conduct which may bring disrespect or discredit to the Band, its Council, staff, administration or members;
  - e) that employees and Board Members will in performing their duties ensure that all financial resources and materials of the Band and the Flying Dust First Nation Housing Corporation are used in the most efficient, effective and economical manner possible;
  - f) that employees and Board Members will be required to observe proper decorum and behavior at all times and to encourage full and open discussion on all matters involving fellow employees and to treat fellow employees and Board Members with respect and consideration;
  - g) save and except for issues related to the enforcement of this Policy or the terms of any Tenancy or Service Fee Agreement, that all employees and Board Members are required to maintain and protect confidentiality in all matters concerning the Housing Corporation, its programs and services, along with any information obtained by the employee or Board Members is used for the intended purpose for which the information was obtained and not for their own personal gain or benefit;
  - h) that employees and Board Members will respect the political autonomy and integrity of the Band, its council and administration at all times and will refrain from pursuing any course of

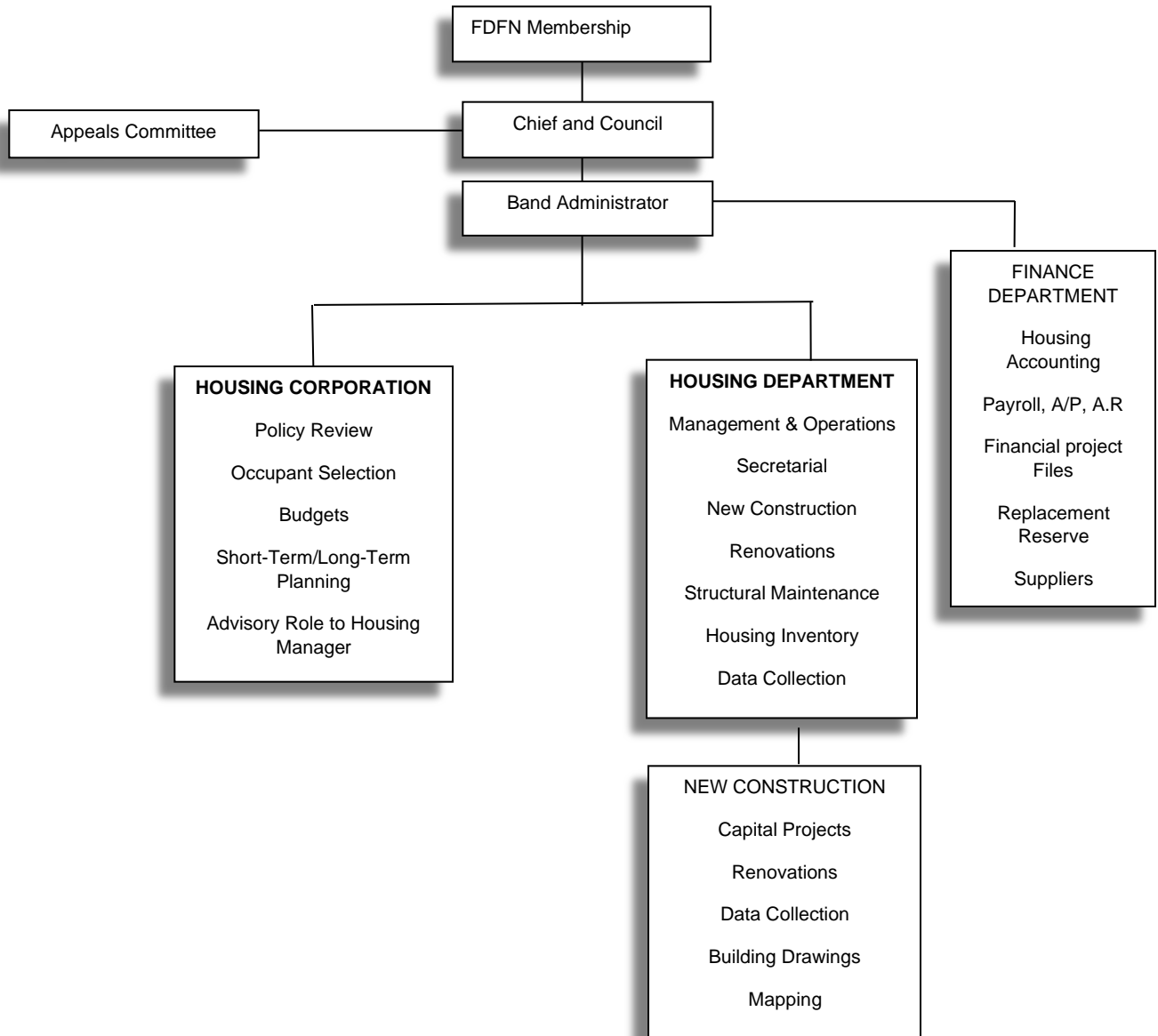
conduct which may in any way interfere with political and/or administrative operations of the Housing Corporation or the Council;

- i) That Employees and Board Members will, in performing their duties, abide by the rules of conduct of the Flying Dust First Nation Band Administrative Policy.

**SECTION 3**

**300 ORGANIZATIONAL STRUCTURE**

300.1 Flying Dust First Nation Chief and Council will oversee all related matters pertaining to housing on Flying Dust First Nation Reserve; and for this policy, an official Housing Corporation was established. This Housing Department has the responsibility for all dwellings that are collectively owned by the Flying Dust First Nation or otherwise recognized under the “Homeownership” policy.



**301 ROLES AND RESPONSIBILITIES OF THE HOUSING CORPORATION**

301.1 The Housing Corporation will act as an administrative body with full authority and accountability to the Band Membership

301.2 The role and responsibilities of the Housing Corporation are as follows:

- a) to provide advisory services to the Housing Manager who will oversee the administration of the Flying Dust First Nation Housing Department along with all housing units located on reserve as provided for herein;
- b) to report and give direction to the Housing Manager regarding the operation and management of the Band's housing and infrastructure programs as provided herein;
- c) to communicate and explain Housing Corporation's housing and infrastructure policies and procedures to the Band Membership and to ensure that such policies are implemented;
- d) to become familiar with all on-reserve housing programs and initiatives along with their criteria;
- e) in conjunction with Housing Manager and housing staff to prepare, prior to the beginning of each fiscal year, the capital and operating budgets for the Flying Dust First Nation Housing Corporation and to submit the budgets for approval to Chief and Council;
- f) to monitor, following approval by the Housing Corporation the approved operating and capital budgets for the Flying Dust First Nation Housing Department in each fiscal year;
- g) to make appropriate recommendations on the utilization of funds within approved budgetary programs (i.e.: new housing, major/minor repairs, etc.);
- h) to monitor the Housing Corporation programs with regard to spending and purchase of materials;
- i) to hold and attend relevant workshops and training sessions relating to the administration of the Band's housing programs;
- j) to conduct one informational meeting once per year with Band Membership to obtain input regarding the Housing Corporation programs; and
- k) to perform such other additional duties as may be assigned from time to time by the Housing Manager.

**302 APPOINTMENT OF CHAIRPERSON**

302.1 The Chairperson must be a member of the Housing Corporation and will be selected by members of the Housing Corporation.

302.2 The term of office of the Chairperson will be designated by members of the Housing Corporation and will be staggered between Chairperson and Co-Chairperson.

**303 APPOINTMENT OF CO-CHAIRPERSON**

303.1 The Co-Chairperson must be a member of the Housing Corporation and will be selected by members of the Housing Corporation.

303.2 The term of office of the Co-Chairperson will be designated by members of the Housing Corporation.

**304 ROLES AND RESPONSIBILITIES OF THE CHAIRPERSON**

304.1 The roles and responsibilities of the Chairperson will include the following:

- a) the preside as Chair of all meetings of the Housing Corporation together with all Band Member information meetings convened in respect of housing related matters;
- b) to call all meetings of the Housing Corporation at the prescribed time and as soon as quorum is present: Roberts Rule of Order will be applied;
- c) to welcome at any meetings of the Housing Corporation, any delegates or guests present;
- d) to rule on matters of procedure coming before the floor at any meeting of the Housing Corporation;
- e) to ensure that all motions and/or resolutions coming before the Housing Corporation are duly moved, seconded and debated by the Board and, where applicable, voted on by the Housing Corporation;
- f) to oversee the co-ordination and implementation of all motions and/or resolutions as approved by the Housing Department;
- g) to report to Council as required, on all matters relating to the Housing Corporation along with the operation and administration;
- h) to report to the Band Members at Band informational meetings once per year on the operations of the Housing Corporation;
- i) to provide, as required, guidance to the Housing Manager and staff employed within the Housing Department;
- j) to act as liaison between the Band and external agencies and contractors regarding all housing related matters;
- k) to foster positive relations between Chief and Council and the Housing Corporation;
- l) to attend meetings and workshops as required by the Housing Corporation; and
- m) to perform such other additional duties and responsibilities as may be assigned from time to time by the Housing Corporation.

304.2 The Chairperson will preside at all meetings of the Housing Corporation at which he or she is present and in doing so will act with impartiality and tact and will preserve order and decorum at all times.

304.3 The Chairperson is not entitled to vote on any motion or resolution coming before the Housing Corporation unless his or her vote is required to break a tie, in which case the Chairperson is given the right to cast a vote on the motion or resolution.

### **305 ROLES AND RESPONSIBILITIES OF THE CO-CHAIRPERSON**

305.1 the roles and responsibilities of the Co-Chairperson will include the following:

- a) to attend, as required, meetings of the Housing Corporation;
- b) to perform the duties of the Chairperson in the absence or disability of the Chairperson; and
- c) the Co-chairperson is given the right to vote on any motions or resolutions coming before the Housing Corporation, unless he or she is occupying the position of Chairperson for the meeting, in which case the provisions respecting voting by the Chairperson as outlined in subsection 304.3 will apply.



### **306 COMPOSITION OF THE HOUSING CORPORATION**

306.1 The Housing Corporation will consist of seven (7) members appointed as follows:

- a) one (1) member, being the Chairperson which is selected pursuant to provisions of section 302;
- b) one (1) member, being the Co-chairperson which is selected pursuant to provisions of section 303;
- c) five (5) members, appointed by Chief and Council, which consist of the following:
  - i. one (1) member who sits as the Secretary-Treasurer;
  - ii. one (1) elder member; who is any Band Member aged sixty (60) years or over and has no voting status;
  - iii. one (1) regular member
  - iv. one (1) councillor with the housing portfolio, who will sit in as an ex-officio position with no voting status. The member may make recommendations at any given time during those meetings
- d) one (1) youth member may be appointed by the Housing Corporation, who is any Band Member between the ages of eighteen (18) and twenty-one (21) years and has no voting status.

### **307 ELIGIBILITY FOR BOARD MEMBERSHIP**

307.1 Persons wishing to seek appointment to the Housing Corporation must meet the following criteria:

- a) must be eighteen (18) years of age or older;
- b) must be a Tenant or Occupant in good standing at the time of the appointment and maintain their good standing throughout their tenure of appointment. For the purpose of this Policy the term "good standing" means that the Tenant or Occupant must not:
  - i. have any outstanding liabilities owing to the Band in respect of their housing unit or any previous units as may have been occupied by the Tenant or Occupant on the Reserve; or
  - ii. be in default of any of the terms or provisions of their Tenancy or Service Fee Agreement.
- c) At the time of applying for the position or anytime thereafter, must not have been declared to be mentally incompetent by a Court of competent jurisdiction in Canada or elsewhere;
- d) Must not have been convicted of an indictable offence or a dual offence in which the Crown has elected to proceed by way of indictment in the five (5) year period immediately prior to applying for the position of Board Member under
  - i. The Food and Drug Act;
  - ii. The Controlled Drugs and Substances Act;
  - iii. The Criminal Code, but only as it pertains to fraud, breach of trust, theft, forgery or any other property related offence.
- e) Must be willing to work as a team member and have a positive attitude towards the Flying Dust First Nation Community; and
- f) Must be prepared to swear an oath of office and enter into a Confidentiality Agreement in the form prescribed herein. Should a breach occur, the offending member will be asked to resign.
- g) Be willing to do a criminal record check and vulnerable sector check.

### **308 RECRUITMENT AND SELECTION FOR HOUSING CORPORATION MEMBERS**

- 308.1 The authority with respect to the appointment, re-appointment or removal of Board Members will rest with Council. All appointments or re-appointments will be made by the Council in accordance with the procedures as outlined herein.
- 308.2 The Chairperson and Co-chairperson of the Housing Corporation will be appointed through motion of the Board;
- 308.3 Board Members are to be appointed from the Flying Dust First Nation Membership and the Council will undertake such selections in accordance with the following:
- a) within sixty (60) days prior to the expiration of any given Board Member's term of office or upon a vacancy in the Board, Flying Dust Housing Department staff will prepare a notice seeking applications from eligible Band Members to sit on the Board;
  - b) the notice must be posted in at least three conspicuous places located on and off the Reserve, as determined by the Housing Corporation
  - c) the notice shall set out the minimum duties and qualifications associated with the position, the term of office, deadline for applications and any other relevant information;
  - d) the notice posted shall require each applicant to submit their application together with any supporting documentation in relation thereto prior to the deadline date specified in the notice. It shall be the responsibility of each applicant to ensure that their application and supporting documentation are in order and are forwarded to, the Flying Dust First Nation Housing Manager prior the deadline dates stipulated in the notice;
  - e) upon receipt of the application, the same shall be reviewed by the Housing Corporation and recommendations for Board appointment brought forward to Council for their review and consideration. Following review of the recommendations, a decision shall be made by the Council as to appointment of the individual or individuals in respect to the position open for selection. All decisions made by Council as to the appointment of Housing Corporation Board Members shall be confirmed by motion or resolution of the Chief and Council. The motion or resolution confirming the appointment shall set out the name of the individual or individuals appointed, together with confirmation as to their respective term of appointment.
- 308.4 The Housing Corporation may conduct interviews with any or all of the candidates eligible for appointment.
- 308.5 Members of the Housing Corporation whose term of office are set to expire will refrain from participating in any decisions or deliberations regarding the recommendation of candidates for appointment to the Housing Corporation.
- 308.6 Any sitting member of the Housing Corporation shall, if qualified, be entitled to apply for reappointment to the Housing Corporation in accordance with the provisions prescribed herein, provided that Housing Corporation Members are limited to serving a maximum of two (2) consecutive terms in office.

- 308.7 In the case of vacancies, individuals appointed to the Housing Corporation shall occupy their term of office for the unexpired portion of the term resulting from the vacancy.
- 308.8 To verify compliance with the criteria as referenced in subsection 307.1, each applicant shall forward to the Chairperson of the Housing Corporation in conjunction with their application, any supporting information or documentation as may be required in conjunction with their application.
- 308.9 All materials supplied by an applicant pursuant to subsection 308.8 shall be treated as confidential and shall only be made available for review by members of the Housing Corporation and the Council for use in the screening and appointment of candidates to the Housing Corporation. Following completion of the selection process, copies of all materials supplied by applicants pursuant to subsection 308.8 shall be returned to unsuccessful applicants. For those applicants selected to the Housing Corporation, such materials shall be maintained on file and kept in a secure and locked facility.
- 308.10 Any costs associated with the provision of information described in 308.8 is borne by the applicant.

### **309 RESIGNATION AND REMOVAL OF HOUSING CORPORATION MEMBERS**

- 309.1 A Housing Corporation Member will hold office until the end of his or her appointed term, unless sooner terminated by one of the following events:
- a) he or she dies;
  - b) he or she resigns;
  - c) he or she is declared to be mentally incompetent by a Court of competent jurisdiction in Canada or elsewhere during their term of office;
  - d) he or she is convicted during their term of office of an indictable offence or a dual offence in which the Crown has elected to proceed by way of indictment under:
    - a) the Food or Drug Act;
    - b) the Controlled Drugs and Substances Act; or
    - c) the Criminal Code, but only as it relates to fraud, breach of trust, theft, forgery or any other property related offence.
  - e) He or she fails without cause to attend three (3) consecutive meetings of the Housing Corporation to which one (1) week prior notice was given;
  - f) He or she fails to take leave of absence prior to seeking of political office as required under subsection 309.2;
  - g) He or she ceases to be a Band Member;
  - h) He or she violates the Code of Ethics, Conflict of Interest guidelines, confidentiality provisions or any other provision of this Policy having application to Housing Corporation Members and he or she is removed from the Housing Corporation by resolution of the Chief and Council;
  - i) He or she fails to remain in good standing as a Tenant or Occupant;
  - j) In the case of the Chairperson and Co-chairperson, they are removed from the Housing Corporation by subsequent motion or resolution of the Chief and Council.

- 309.2 Any individual appointed to the Housing Corporation including the Chairperson must, if wishing to seek election into political office as a member of the Council be required to take a leave of absence from the Housing Corporation effective the date of their nomination. If successful in seeking political office the individual must resign their position as a member of the Housing Corporation unless they are re-appointed to the position of Chairperson by the Council following the election. For those remaining individuals appointed to the Housing Corporation from the Flying Dust First Nation membership, if they are unsuccessful in their efforts to seek political office, the individual or individuals are entitled to return to their position on the Housing Corporation immediately following completion of the election.
- 309.3 Council may, by motion or resolution, suspend from office a Housing Corporation Member under the following circumstances:
- a) the Housing Corporation Member is charged during their term of office with any indictable offence or dual offence in which the Crown has elected to proceed by way of indictment under:
    - i. the Food or Drug Act;
    - ii. the Controlled Drugs and Substances Act; or
    - iii. the Criminal Code but only as it relates to fraud, breach of trust, theft, forgery or any other property related offence.
  - b) the Housing Corporation Member violates the Code of Ethics, Conflict of Interest, confidentiality provisions or any other provision of this Policy having application to Housing Corporation Members. Suspensions shall be based on such terms and conditions as may be prescribed by the Council. Further, the Council may, at their discretion, appoint any individual possessing the required qualifications to the Housing Corporation pending the suspension. The term of office of the individual so appointed to the Housing Corporation shall be for the lesser of the duration of the suspension or expiration of the original term of office of the suspended

### **310 TERM OF OFFICE OF THE HOUSING CORPORATION**

- 310.1 The following provisions will have application to the terms of office of the Housing Corporation Members:
- a) the term of office of the Chairperson and Co-chairperson are designated by the Housing Corporation;
  - b) For those members described in 306.1(c), their terms of office will be developed on a staggered basis so as to maintain both consistency and experience within the Housing Corporation. The initial term of office for such individuals will be as follows:
    - i. For those individuals appointed by council pursuant to subsection 306.1(c)(i), their term of office will be for an initial period of two (2) years each effective from the date of coming into force of this policy; and
    - ii. For those individuals appointed by Council pursuant to subsections 306.1(c)(ii) and (iii), their term of office will be a period of two (2) or three (3) years as designated by the Housing Corporation each effective from the date of coming into force of this policy.

### **311 HOUSING CORPORATION MEMBER REMUNERATION AND EXPENSES**

- 311.1 All remuneration and related expenses to be paid to the Housing Corporation members will be determined from time to time by the Council.
- 311.2 All extraordinary travel for which reimbursement of expenses is to be made must be approved in advance by the Housing Corporation. All Housing Corporation travel allowances are limited to anticipated travel costs. Upon return, the individual receiving the travel allowance is required to provide expense receipts along with a report on activities. No exceptions to this rule.

### **312 SUB-COMMITTEE**

- 312.1 The Housing Corporation may, where applicable, establish any sub-committees as it sees fit to advise and assist the Housing Corporation on issues and selection process of allocation of housing.
- 312.2 Terms of reference must be developed in writing for each sub-committee as and when established by the Housing Corporation and each sub-committee must report directly to the Housing Corporation.
- 312.3 Sub-committee members will be appointed by the Housing Corporation and may consist of Housing Corporation Member, Band Members, staff and/or community members living on the Reserve, provided that each sub-committee must contain at a minimum at least one (1) Board Member who will act as the Chair of the sub-committee.

### **313 OATH OF OFFICE AND CONFIDENTIALITY AGREEMENT**

- 313.1 Every Housing Corporation Member must, as a condition of their appointment, be required to swear an Oath of Office and enter into a Confidentiality Agreement in such form as may be prescribed and approved by the Chief and Council from time to time.

### **314 PROCEDURES WITH RESPECT TO CONDUCTING OF HOUSING CORPORATION MEETINGS**

- 314.1 The following provisions shall have application to the calling and conducting of Housing Corporation meetings:
  - a) The dates and time of all regular Housing Corporation meetings will be fixed by consensus or resolution of the Housing Corporation Members;
  - b) A quorum for any meeting of the Housing Corporation will be where there is present or attending by telephone or other communication facility which permits each Housing Corporation Member to communicate with one another at the meeting, the Chairperson together with a minimum of four (4) Housing Corporation Members. In order for business to be transacted, a quorum of the Board shall be required to be present throughout the meeting. If a quorum is lost at any time during the meeting, the meeting shall be adjourned forthwith after the quorum is lost and no further business of the Housing Corporation may be transacted. Any

business transacted with quorum present at the meeting will be considered valid upon adoption of the minutes of the meeting.

- c) In addition to regular Housing Corporation meetings the Chairperson may, upon approval having been obtained from a majority of the Housing Corporation, call and convene a special meeting of the Housing Corporation. Special meetings shall be limited to matters which require immediate attention by the Housing Corporation and which may not otherwise be dealt with at a subsequent regular meeting of the Housing Corporation. Further, the Chairperson may, upon majority approval of the Housing Corporation, call and convene at any time an Emergency meeting;
- d) written notice of the time and place of all regular and/or special meetings of the Housing Corporation shall be provided to each Housing Corporation Member not less than one (1) week prior to the date of the meeting. In case of an Emergency Meeting, may be given not less than four (4) hours prior to the meeting;
- e) any notice to be given to a Housing Corporation Member shall be sufficiently given if:
  - i. delivered personally to the Housing Member;
  - ii. delivered to their residence;
  - iii. mailed to them at their last known address; or
  - iv. sent to them via facsimile or e-mail
- f) A notice so delivered shall be deemed to have been sent when delivered personally to the Housing Corporation Member or delivered to their residence; a notice so mailed shall be deemed to have been delivered when deposited in a post office or public letter box; a notice sent by facsimile or e-mail shall be deemed to have been given when transmitted and receipt of transmission confirmed by the sending party;
- g) Each Housing Corporation Member must make every effort to attend all meetings of the Housing Corporation. A Housing Corporation Member who is going to be absent from a meeting or any portion of a meeting is required to notify the Chairperson prior to the meeting;
- h) an agenda shall be adopted for each regular and/or special meetings of the Housing Corporation. The agenda for special meetings of the Housing Corporation shall be limited to discussion and decision on topics for which the special meeting is called;
- i) any delegation desiring to make a presentation at a meeting of the Housing Corporation requires the consent of the Chairperson prior to their placement on the agenda. Requests to make presentations to the Housing Corporation shall, where possible, be made in writing stating the purpose of the presentation and be provided to the Housing Corporation in advance of the meeting at which the presentation is to be made;
- j) all meetings of the Housing Corporation must be conducted in accordance with the policy and procedures contained herein and every attempt shall be made to adhere to the practices, guidelines and procedure as set out in Roberts Rules of Order where the context so requires.
- k) Any meeting of the Housing Corporation may be adjourned from time to time by the Chairperson with the consent of the quorum;
- l) the voting procedure with respect to consideration of motions or resolutions coming before the Housing Corporation at any meeting shall be as follows:
  - i. all motions or resolutions shall require a mover and a seconder;

- ii. as soon as the motion or resolution has been moved, seconded and recorded by the recording secretary, the Chairperson shall call for discussion on the motion or resolution. Such discussion shall be limited to the contents of the motion or resolution;
  - iii. the Chairperson shall allow reasonable time for discussion on the motion or resolution, then call upon the floor for question on the motion or resolution;
  - iv. the Chairperson shall first ask for a show of hands for those in favor of the motion or resolution, which shall be followed by a request for a show of hands of those opposed or abstaining from the motion or resolution; and
  - v. the Chairperson shall ask the Housing Corporation Members to speak to their opposition or abstention on any motion or resolution.
- m) questions arising at any meeting of the Housing Corporation shall be determined by a majority vote of the Housing Corporation Members present thereat and only in the case of a tie shall the Chairperson be given an opportunity to cast a vote on the proceedings;
  - n) voting at all meetings of the Housing Corporation shall be by a show of hands;
  - o) the results of the voting shall be recorded in the minutes of the meeting;
  - p) a recording secretary shall be required to be present at each meeting of the Housing Corporation; and
  - q) all meetings of the Housing Corporation shall be held at the Flying Dust First Nation Administration Building or at such other location as may be designated by the Board.

### **315 MINUTES OF DECISIONS**

- 315.1 Minutes of decisions taken at all meetings of the Housing Corporation shall be recorded and adopted by the Housing Corporation at subsequent meetings of the Housing Corporation. Once adopted by the Housing Corporation, the minutes will be signed by the Chairperson and recording secretary of the meeting and shall be receivable as prima facie evidence of the matters stated in such minutes.
- 315.2 Upon adoption, minutes of all Housing Corporation meetings will be maintained on file at the Flying Dust First Nation Administrative Office.

### **316 POLICY REVIEW AND STRATEGIC PLANNING SESSION**

- 316.1 In addition to regular Housing Corporation Meetings, the Housing Corporation may conduct annual strategic planning and policy review sessions either alone or in conjunction with Council or any third parties as may be required.

### **317 HOUSING CORPORATION MEMBER TRAINING**

- 317.1 All newly appointed Housing Corporation members shall participate in an orientation session provided by the Housing Manager shall contain an overview of the housing and infrastructure programs administered by the Band. Each Housing Corporation Member shall familiarize themselves with the day to day operations of the Flying Dust First Nation Housing Department.

317.2 Housing Corporation Members may also have the opportunity of participating in professional development workshops and seminars to expand their knowledge in the housing and infrastructure area. Housing Corporation Members attending workshops or seminars may, as a condition of their attendance, be required to file a written report with the Housing Corporation upon their return and conduct workshops with employees of the Housing staff or other Housing Corporation Members to further expand the training or knowledge acquired.

### **318 BAND INFORMATION MEETINGS**

318.1 The Housing Corporation shall conduct information meetings with Band Memberships which shall be held on the Reserve and at such other locations as determined by the Council. Where applicable, the purpose of the information meetings shall be to:

- a) seek input from the Band Members as to the housing program administered by the Flying Dust Housing Corporation;
- b) present for information purposes, the approved operation and capital budgets of the Flying Dust Housing Corporation;
- c) present for information purposes, the approved audit of the Flying Dust Housing Corporation; and
- d) discuss any other items as brought forward by the membership and approve for placement on the agenda as provided for herein.

318.2 Notice setting out the date, time and location for Band Information meetings shall be posted not less than thirty (30) calendar days prior to the date of the meeting. Notices shall be posted in at least three (3) conspicuous places located on the reserve determined by the Housing Manager and Housing Corporation.

318.3 Not less than fourteen (14) calendar days prior to the date of the proposed Band Information meeting, the Housing Corporation shall cause to be prepared a call for suggestions of any additional topics to be discussed at the upcoming Band Information meeting. The notice shall require that all suggestions be received in writing and forwarded to the Flying Dust First Nation Housing Corporation within the time frame specified in the notice and shall be limited to topics related to the Flying Dust Housing Corporation.

318.4 Upon the deadline date for the call for suggestions for topics to be discussed at the Band Information meeting, the same shall be reviewed by the Housing Corporation and Council and if deemed appropriate, shall be placed on the agenda for further discussion at the Band Information meeting.

### **319 CONFLICT OF INTEREST**

319.1 The onus shall be on employees, contractors and Housing Corporation Members to ensure that conflict of interest is avoided in all circumstances.



- 319.2 As a general rule, any Housing Corporation Member or any person who holds an employment or contractual position, with the Band shall not use their position for any personal gain or financial benefit. It shall be the responsibility of every employee, contractor or Housing Corporation Member to declare any potential areas of conflict of interest that may arise in connection with the performance of their duties or the making of any decision involving any financial transactions on behalf of the Band or the Flying Dust Housing Corporation.
- 319.3 Any person referred to in subsection 319.2 above whom:
- a) is a party to a Material Contract or proposed Material Contract to be entered into by or on behalf of the Band or the Flying Dust Housing Corporation.
  - b) is a director, officer or has a material interest in any individual, proprietor, corporation or any other entity who is a party to a Material Contract to be entered into with the Band or the Flying Dust Housing Corporation; or
  - c) Stands to receive, either alone or in conjunction with any member of his or her immediate family, any personal gain or financial benefit from any Material Contract or proposed Material Contract to be entered with the Band or the Flying Dust Housing Corporation shall disclose in writing to their supervisors, in the case of employees, or in the case of a Housing Corporation Member or contractor, to the Housing Corporation or the Council state the nature and extent of their relationship and the extent of his or her interest with the contracting party.
- 319.4 For the purpose of subsection 319.3 (c) the term "Immediate Family" shall in addition to including an individual's common-law or legally married spouse and natural and adopted children, also include the individual's brother(s), sister(s), parent(s), grandparent(s) or grandchildren.
- 319.5 The disclosure required pursuant to subsection 319.3 above shall be made:
- a) At or prior to any meeting of the Housing Corporation or Council at which the proposed Material Contract is first considered;
  - b) at or prior to any meeting of the Housing Corporation or Council at which the proposed Material Contract is first considered;
  - c) if the individual in question was not interested in the proposed Material Contract, at the first meeting of the Housing Corporation after which he or she becomes so interested;
  - d) if the individual becomes interested after the Material Contract is made or entered into by or on behalf of the Band or the Flying Dust Housing Corporation at the first meeting of the
  - e) Housing Corporation or Council after which he or she becomes so interested;
  - f) if the individual, who is interested in the Material Contract becomes a Housing Corporation Member subsequent to the adoption of this Policy, at the first meeting of the Housing Corporation or Council after which he or she becomes a Housing Corporation Member.
- 319.6 The individuals described in subsection 219.3 above shall not take part in any discussions or deliberations concerning the Material Contract and shall not vote on any motion or resolution to approve the same.

319.7 Any employee or contractor of the Flying Dust First Nation who violates the conflict of interest provisions as contained herein may, depending on the gravity of the circumstances, be subject to the following actions as determined by the Housing Corporation:

- a) in the case of an employee, disciplinary action including possible termination of their employment with the Band; or
- b) in the case of a contractor, termination of the contractual arrangements where applicable.

319.8 Any Housing Corporation member who violates the conflict of interest provisions as contained herein may be subject to removal from the Housing Corporation in accordance with provisions as outlined herein.

## **SECTION 4**

### **HOUSING ADMINISTRATION, ALLOCATION & SELECTION PROCESS**

#### **400 HOUSING APPLICATION PROCESS**

400.1 All persons requesting either

- a) the rental of a CMHC Unit; or
- b) the allocation and/or provision of services to a Band Unit

are required to complete a housing application in such form and manner as may be prescribed by the Housing Corporation.

400.2 Persons wishing to apply for the rental of a CMHC Unit or the allocation and/or provision of services to a Band Unit are required to submit their application to the Flying Dust Housing Corporation on or before January 31st of each year for housing allocations, if any, available in that year. If an application is unsuccessful in obtaining allocation of a unit in that year, the onus is on the applicant to reapply on or before January 31st of the following year or their name will be removed from the housing list.

400.3 All applicants wishing to apply for the rental of a CMHC Unit or the allocation and/or provision of services to a Band Unit shall as a condition of their application:

- a) be required to be eighteen (18) years of age or older at the time of their application;
- b) be a Band Member and/or have their children registered as Band Members; or be a non-band member with some tie to the community (teachers, employment, education, etc.)
- c) not have any outstanding obligations owing to the Housing Corporation in respect of any previous housing units as may have been occupied by the applicant or their spouse;
- d) be required to execute a Tenancy Agreement or Housing Corporation Unit Service Fee Agreement with the Housing Corporation; and
- e) in case of an applicant for a CMHC Unit:
  - i. must meet the income and eligibility criteria for allocation of a CMHC Unit in accordance with CMHC's on Reserve Housing Program guidelines; and

- ii. submit to the Housing Corporation three (3) letters of reference regarding the applicant. Where the applicant has previously leased rental accommodations, at least one (1) of the letters of reference shall be in the form of a landlord reference from a previous landlord.

#### **401 PRIORITY OF APPLICANTS AND SELECTION**

401.1 Applications for the rental or occupancy of CMHC or Band Units shall be prioritized by the Flying Dust Housing Corporation in accordance with the following criteria:

- a) Applicants living in overcrowded accommodations. For the purposes of this Policy the term “overcrowded accommodations” means:
  - i. where there are two (2) or more families residing in the same housing unit and they have done so for at least six (6) consecutive months prior to the date of application; and
  - ii. the number of individuals residing in the unit exceeds the amounts prescribed under national standards.
- b) Applicants living in a housing unit with serious health and safety issues as determined by the Housing Corporation, or whose unit has been destroyed through no fault of the Tenant or Occupant;
- c) Applicants consisting of families with children registered with Flying Dust First Nation;
- d) Applicants consisting of:
  - i. Single parent families where either the parent or children are Band Members; or
  - ii. Seniors;
- e) Applicants who are single persons.

401.2 Where a CMHC or Band Unit is made available for allocation, applications shall be reviewed by the Housing Corporation and chosen based on the priority and suitability of the applicant to the size of housing units available.

#### **402 REQUIREMENT FOR EXECUTION OF TENANCY & SERVICE FEE AGREEMENTS**

402.1 All adult persons occupying a CMHC Unit are required to execute a Tenancy & Service Fee Agreement with the Housing Corporation, in such form and manner as may be prescribed by the Housing Corporation.

402.2 All adult persons occupying a Band Unit are required to execute a Service Fee Agreement.

402.3 Each Tenancy Agreement and Service Fee Agreement shall be signed by the applicant or the head of each household present within the unit. In the case of spouses, both spouses be it either common-law or legally married spouse shall be required to sign the Agreement. These individuals shall be hereinafter referred to as "Joint Occupants" as the case may be. Flying Dust Housing Corporation reserves the right to recognize the band member occupant over the non-band member occupant. Once the legal occupant vacates the residence, all other occupants will be required to leave the residence.

402.4 In the case of Joint Tenants or Joint Occupants, the rights and obligations of each person executing the Tenancy or Service Fee Agreement is considered joint and several and binding on each party.

402.5 Upon execution, an original signed copy of each Tenancy and Service Fee Agreement shall be provided to the Tenant(s) or Occupant(s), as the case may be, with a duplicate signed original of the Agreement to be retained on the records of the Flying Dust Housing Corporation.

**403 INCOME VERIFICATION FOR CMHC UNITS**

403.1 All Tenants, together with any persons over the age of eighteen (18) in a CMHC Unit shall, as and when required, submit to the Housing Corporation information respecting verification of their income for the purpose of compliance with the provisions associated with CMHC's On-Reserve Housing Program and the Housing Corporation CMHC Operating Agreements. Pre-authorized debit plans or wage deductions of a band employee are preferred as a form of payment

**404 TENANT AND OCCUPANT ASSOCIATION**

404.1 The Housing Corporation will recognize and meet on a voluntary basis with a Tenant and Occupant Association open to Tenants and Occupants of housing units. The purpose of the Tenant and Occupant Association shall be to facilitate ongoing discussion and dialogue between the Housing Corporation and Tenants and Occupants regarding:

- a) the administration of the Band's on reserve Housing Programs; and
- b) any other issues associated with CMHC and/or Housing Corporation Units.

404.2 The Housing Corporation shall develop in conjunction with interested Tenants and Occupants the term of reference for the Tenant and Occupant Association.

**405 ABANDONMENT OF HOUSING UNITS**

405.1 Every Tenant or Occupant shall notify the Flying Dust Housing Corporation if they plan on leaving their unit unattended for a period of fourteen (14) calendar days or more in duration. The Tenant or Occupant shall submit their notice in writing to the Housing Corporation and shall indicate in the notice, the length of time for which they will be away from the unit and provide the name of any person or persons who may be monitoring the unit during their absence.

405.2 All CMHC or Housing Corporation Units that are left unattended for a period of thirty (30) calendar days or more without advance notice having been given to the Housing Corporation shall be considered abandoned. In turn the unit may be reallocated to another Tenant or Occupant by the Housing Corporation as provided for herein.

405.3 In situations where a housing unit has been abandoned, an inventory of the unit shall be undertaken by Flying Dust Housing Manager in conjunction with a member of the Tenant's or Occupant's Immediate Family or any relative of the Tenant or Occupant. In turn, the contents of the housing unit shall be given to the family member or relative or placed in storage by Flying Dust Housing Manager. If the household effects are placed in storage, they shall be maintained in storage for a maximum period of thirty (30) calendar days during which time they may be

picked up by the Tenant or Occupant upon payment of such storage fees as may be established by the Housing Corporation. In the event the household effects are not picked up within the said thirty (30) day period or thereafter, the items may be disposed of in such a manner as may be determined by the Housing Manager.

- 405.4 The Flying Dust Housing Corporation, & Housing Manager shall not be liable for any damages or losses associated with the removal, storage or disposition of any household effects of a Tenant or Occupant of a housing unit as provided for herein.
- 405.5 In the event utilities associated with the services of a CMHC or Housing Corporation Unit are disconnected for any reason and such services remain discontinued for a period of fourteen (14) consecutive calendar days or more the unit shall be considered abandoned and may be reallocated by the Housing Corporation in accordance with the provisions as outlined herein. Further, the obligation shall be on each Tenant or Occupant to notify the Authority of the disconnection of any utility services to their housing unit within forty-eight (48) hours of disconnection occurring. In the event a Tenant or Occupant fails to do so, they shall be personally responsible for any losses or damage sustained to their housing unit as a result of the disconnection of the utility services.
- 405.6 In the event of incarceration, the tenant or occupant must notify the Housing Corporation in writing within two weeks, the length of time they will be away from the unit. If no notification is given to the housing corporation within the specified time, the unit will be considered abandoned and will be reallocated to another applicant. When incarcerated for a period of more than 60 days, the Housing Corporation reserves the right to terminate the tenancy and/or service fee agreement.

#### **406 VOLUNTARY RELINQUISHMENT OF A HOUSING UNIT**

- 406.1 A Tenant or Occupant may voluntarily relinquish occupancy of their housing unit by providing to the Flying Dust Housing Corporation a minimum of thirty (30) calendar days' notice in writing. The Flying Dust Housing Corporation may waive notice in whole or in part.
- 406.2 Notwithstanding the provisions of subsection 406.1 above, nothing herein contained shall be construed as prohibiting a Tenant or Occupancy and the Housing Corporation from agreeing to mutually terminate the terms of any Tenancy or Housing Corporation and Service Fee Agreement at any time.

#### **407 CREATION OF A DISTURBANCE**

- 407.1 Every Tenant or Occupant must ensure that they along with their family members, visitors, or guests do not engage in any conduct or activity which may:
- a) create excessive noise or disturbances which may cause a nuisance or annoyance to the Tenants or Occupants of any neighboring properties; or
  - b) result in criminal activity (i.e.; selling of drugs)

- 407.2 The Tenant or Occupant who has engaged in the alleged criminal activity does not have to be ticketed, arrested, or convicted of this activity in order for the Housing Corporation to implement disciplinary procedures. The Housing Corporation will take notice of all credible evidence to determine whether the allegation is more likely to be true than not true.
- 407.3 The Housing Corporation may determine that a property has become a "drug nuisance" (manufacture, delivery, or sale of drugs is done by the Tenant/Occupant or in the Tenant's unit) or a "gang nuisance" (used by members of a criminal street gang for the purpose of committing offenses involving dangerous or deadly weapons, breaking and entering, or sexual assault).
- 407.4 Depending upon the gravity of the circumstances, the Housing Corporation may implement the following disciplinary procedures in relation to a Tenant or Occupant who violates the provisions as contained herein:
- a) in the case of noise or disturbance complaints received in writing, the Housing Corporation will provide written notice to the Tenant or Occupant requesting that the Tenant or Occupant cease and desist such conduct. Two notices will be given and upon the third failing of notice the Housing Manager with the assistance of the RCMP will evict the Tenant or Occupant from the unit, or
  - b) in the case of a property which has become a "drug nuisance", "gang nuisance" or where a Tenant or Occupant has engaged in criminal activity, the Housing Corporation will exercise any and all rights and remedies available to them including eviction of the Tenant or Occupant from the housing unit.
- 407.5 If the Tenant or Occupant contests the eviction and takes the matter to court, the Housing Corporation will only need to prove that the Tenant or Occupant committed the alleged crime on a balance of probabilities. This burden of proof is less onerous than the criminal standard of beyond a reasonable doubt.
- 407.6 The remedies available to the Housing Manager to deal with excessive noise, disturbance complaints and criminal activity provided for herein shall be in addition to any rights or remedies which may be available to the Housing Corporation in law or in any bylaws or legislative enactments respecting such activities as may be enacted from time to time by the Chief and Council.

#### **408 TRANSFER OF UNITS**

- 408.1 A Tenant or Occupant may upon written application to the Housing Corporation, apply for a transfer from one CMHC or Band unit to another under the following circumstances:
- a) the Tenant's or Occupant's family increases or decreases;
  - b) the Tenant or Occupant or member of their family becomes disabled.
- 408.2 All applicants for the transfer of a housing unit shall be accompanied by a written request as signed by each Tenant or Occupant involved in the transfer. The written application shall outline in sufficient detail the reasons for the requested transfer and the proposed date for the transfer, which shall be no more than thirty (30) calendar days prior to the date of the submission of the application.

- 408.3 Upon receipt of the written application from the parties, the same shall be reviewed by the Housing Corporation and a recommendation made as to acceptance or denial of the request. In the event the request for the transfer of the housing unit is approved by the Housing Corporation, the following provisions shall apply:
- a) each Tenant or Occupant involved in the transfer shall be required to execute a new Tenancy or Service Fee Agreement, as the case may be, with respect to the units for which they intend to occupy;
  - b) both parties shall sign an Agreement relinquishing any and all rights and interests that they have in their previous units in such form as may be prescribed by the Housing Corporation;
  - c) upon execution, an original signed copy of the new Tenancy or Service Fee Agreement shall be provided to each of the parties with a duplicate signed original of the Agreements to be retained on the records of the Flying Dust Housing Corporation.
- 408.4 In order to be considered for a transfer of a housing unit, each Tenant or Occupant must be in good standing and have no outstanding liabilities with the Flying Dust First Nation and the Housing Corporation in respect of their unit or any previous units as may have been occupied by the Tenant or Occupant.

#### **409 SUB-LEASING AND ASSIGNING OF HOUSING UNITS**

- 409.1 A Tenant or Occupant may apply in writing to the Housing Corporation to sub-lease or assign their interest under their Tenancy or Service Fee Agreement to a member of their Immediate Family where the Tenant or Occupant is absent from their unit due to the following reasons:
- i. for medical treatment or for health related reasons for any period of time greater than thirty (30) calendar days in duration but less than two (2) years;
  - ii. for educational reasons for any period of time greater than thirty (30) calendar days in duration but less than four (4) years;
  - iii. for employment reasons for any period of time greater than thirty (30) calendar days in duration but less than two (2) years; or
  - iv. for incarceration reasons for any period of time greater than thirty (30) calendar days in duration but less than two (2) years.
- 409.2 The provisions as outlined in subsection 409.1 shall not have applications to situations where the Tenancy or Service Fee Agreement is executed by Joint Occupants or Joint Tenants, unless each Tenant or Occupant is to be absent from the unit for the reason as stated in subsection 409.1.
- 409.3 All applications to sub-lease or assign a Tenant's or Occupant's interest in a housing unit shall be made in writing and forwarded to the Housing Corporation by the Tenant or Occupant no more than thirty (30) calendar days prior to the proposed date of the assignment or subleasing of the unit. Without restricting the generality of the foregoing, every application to sub-lease or assign a CMHC or Band Unit shall contain information respecting the following:

- a) the proposed reason for entering into of the assignment or sub-lease based upon the criteria specified above, together with any supporting documentation as may be required by the Housing Corporation in relation thereto;
  - b) the names and address of the proposed sub-tenant in the case of a CMHC Unit or assignee in the case of a Band Unit; and
  - c) the proposed date for commencement of the sub-lease or assignment.
- 409.4 Upon receipt of the written application together with all supporting documentation to be provided in relation thereto, the same shall be reviewed by the Housing Corporation and a recommendation made as to the application
- 409.5 In the event the application for the sub-lease or assignment is approved, both the Tenant and Occupant together with the subtenant and assignee shall enter into a Sub-lease or Assignment Agreement with the Band in a form prescribed by the Housing Corporation. At a minimum, each Sub-lease or Assignment Agreement shall contain provisions requiring:
- a) that the incoming assignee or sub-tenant agree to be bound by the terms and provisions of the original Tenancy or Service Fee Agreement as initially signed by the Tenant or Occupant;
  - b) that in the event of default by the subtenant or assignee, that the Tenant or Occupant shall continue to remain liable for any and all obligations arising under the terms of their Tenancy or Service Fee Agreements.
- 409.6 Upon execution, an original signed copy of the Sub-lease or Assignment Agreement shall be provided to both the Tenant or Occupant and incoming sub-tenant or assignee with a duplicate signed original of the Agreement to be retained on the records of the Flying Dust Housing Corporation.
- 409.7 Prior to the sub-tenant or assignee taking possession of the housing unit, an inspection of the unit shall be conducted by the Housing Manager on behalf of the Flying Dust Housing Corporation to ascertain the condition of the premises.
- 409.8 It shall be a precondition to the consideration of any application for the sub-leasing or assignment of a CMHC or Band Unit that:
- a) the Tenant or Occupant be in good standing and not have any outstanding obligations owing to the Housing Corporation in respect to their housing unit or any previous housing units as may have been occupied by the Tenant or Occupant; and
  - b) that the incoming sub-tenant or assignee be required to meet the eligibility criteria for allocation of a CMHC or Band Unit as provided for under subsection 400.3.
- 409.9 The Flying Dust Housing Corporation, Housing Manger shall not be responsible in any way for any damages caused to the housing unit while the unit is being assigned or sub- leased by the Tenant or Occupant.
- 409.10 In the event the foregoing provisions are not complied with or are rendered inapplicable due to the circumstances, then the housing unit shall revert back to the Housing Corporation and shall



be subject to reallocation by the Housing Corporation in accordance with the provisions as outlined in this Policy.

409.11 Any tenant with a occupant living in a RV and occupant staying longer than 1 week in said tenant(s) lot, will be considered subleasing and will need to be approved by Flying Dust Housing Corp. Is then subject to extra rent and service fees. All RVs plugged in to tenant(s) unit must have proper electrical plugs on housing units

#### **410 TRANSFER OF HOUSING UNIT IN THE EVENT OF THE DEATH OF A TENANT OR OCCUPANT**

410.1 Upon the death of a Tenant or Occupant, if the Tenancy or Service Fee Agreement is entered into the name of one or more Joint Tenants or Occupants then the surviving Tenant or Occupant shall be entitled to remain in the unit, provided that:

- a) they are in good standing under the terms of their Tenancy or Service Fee Agreement and are not in default of any obligations arising there under;
- b) the surviving Tenant or Occupant meets the eligibility criteria for allocation of a CMHC or Band Unit as prescribed for under subsection 400.3; and
- c) that within sixty (60) calendar days following the date of death of the deceased Joint Tenant or Occupant they enter into a new Tenancy and Band Unit Service Fee Agreement in such form as may be prescribed by the Housing Corporation.

410.2 In the event that there is no surviving Joint Tenant or Occupant listed on the Tenancy or Service Fee Agreement the housing unit may be transferred to the surviving spouse or to a member of the deceased Tenant or Occupant's Immediate Family provided that:

- a) the surviving spouse or family member meets the eligibility criteria for allocation of a CMHC or Band Unit as provided for under subsection 400.3;
- b) the Tenant or Occupant at the time of their death was in good standing and did not have any outstanding liabilities owing to the Band in respect to their housing unit or any units previously occupied by the Tenant or Occupant, or satisfactory arrangements are made by the surviving spouse or family member to cure the default within a period of ninety (90) calendar days following the date of death of the Tenant or Occupant. If the Unit is willed to a family member, he/she should make arrangements producing documentation to that effect to the Housing Corporation;
- c) the surviving spouse or family member enters into a new Tenancy or Band Unit Insurance and Maintenance Agreement with the Band within a period of ninety (90) calendar days following the date of death of the original Tenant or Occupant.

410.3 Upon execution, an original signed copy of the new Tenancy or Band Unit Insurance and Maintenance Agreement as referenced in subsection 410. 1or 410.2 shall be provided to the each of the respective parties with duplicate signed originals of the Agreements to be retained on the records of the Housing Corporation.

410.4 In the event the foregoing provisions are not complied with or are rendered inapplicable due to the circumstances, then the housing unit shall revert back to the Band and shall be subject to reallocation by the Housing Corporation in accordance with the provisions as outlined in this Policy.

**411 TRANSFER OF UNIT IN THE EVENT OF MARRIAGE BREAKDOWN**

411.1 In the event of a divorce or separation occurring among the residents of a housing unit, be they Tenants, Occupants, Joint-Tenants, Joint-Occupants or spouses, the following shall apply:

- a) as a general rule, the housing unit shall be allocated to the party who has, either through agreement between the parties or through Court Order, been awarded primary custody of any children, then the parties shall forward a written statement to the Housing Corporation indicating which party will have the privilege of occupying the unit, and
- b) in the event that both parties have been awarded joint custody or arrangement have been made between the parties as to joint custody of the children, then the parties shall forward a written statement to the Housing Corporation indicating which party will have the privilege of occupying the unit, and
- c) in the event the parties are unable to agree among themselves as to allocation of the housing unit as provided for in subsection 411.1(b) above, the matter shall be referred to the Dispute Resolution Panel as referenced in section 713 hereof.

411.2 It shall be a precondition to the transfer of a housing unit as provided for herein:

- a) that the Tenant(s) or Occupant(s) be in good standing and not have any outstanding liabilities owing to the Band with respect to their housing unit or any previous units as may have been occupied by the Tenant(s) or Occupant(s); and
- b) that in the event both spouses are not listed in the original Tenancy or Band Unit Service Fee Agreement, then the person to whom the unit is to be allocated to shall be required to enter into a new Tenancy or Service Fee Agreement with respect to the unit, provided that they meet the eligibility criteria for allocation of a housing unit as provided for under subsection 400.3.

411.3 In the event the foregoing provisions are not complied with or are rendered inapplicable due to the circumstance, then the housing unit shall revert back to the Housing Corporation and shall be subject to reallocation by the Housing Corporation in accordance with the provisions as outlined in this Policy.

**412 DEFAULT UNDER THE TERMS OF TENANCY AND SERVICE FEE AGREEMENTS AND REMEDIES UPON DEFAULT**

412.1 Any one or more of the following events shall constitute a default by a Tenant or Occupant under the terms of their Tenancy or Service Fee Agreements:

- a) the Tenant or Occupant shall fail to pay any rental or service fees as provided for under their Tenancy or Service Fee Agreement when the same become due and payable, and such failure continues to be unpaid the following arrears management procedures will be followed:
  - i. by the fourth (4th) date of the month the Housing Manager will contact the tenant to determine reason for non-payment;
  - ii. by the fifteenth (15th) date of the month of arrears, the Housing Manager will be given by way of registered mail advising of out-standing arrears and request compliance;
  - iii. on the thirtieth (30th) day a second letter will be given by way of registered mail advising of out-standing arrears and request compliance;
  - iv. if payment is not received by the fifteenth (15th) of the following month, an eviction process will be commenced.

413.2 Upon the occurrence of any of the events of default as provided above, the Housing Corporation on behalf of the Band may, at their option, exercise any or all of the following remedies:

- a) the Housing Corporation may make such payments or such actions as they may consider necessary to remedy the default and upon demand recover such payments from the Tenant or Occupant with any other sums due and payable by the Tenant or Occupant under the terms of their Tenancy or Service Fee Agreement. Any costs incurred by the Housing Corporation in taking such action to remedy the default shall be payable by the Tenant or Occupant and shall be added to the amounts recoverable from the Tenant or Occupant;
- b) enter upon and take possession of the housing unit with or without demand or notice and thereafter proceed to reallocate the unit upon such terms and conditions as the Housing Corporation may deem appropriate. No acceptance of rent or any payments subsequent to any breach or default nor any condoning, excusing or overlooking by the Housing Corporation on previous occasions of any breach of default for which re-entry is made shall be taken to operate as a waiver or in any way defeat or affect the rights of the Housing Corporation in exercising any of its remedies as provided for herein;
- c) withdraw all or any portion of the services to be provided by the Housing Corporation to the housing unit;
- d) exercise any other rights or remedies it may have in law against the Tenant or Occupant; and
- e) the tenant will be given the opportunity to re-locate with another band member who has a band unit and is willing to move into CMHC unit. This will be considered a 'trade' for paying rent versus not paying rent. All new relocated tenants will sign appropriate tenancy agreements.

## **SECTION 5**

### **RENTAL FEES**

- 500.1 Rent shall be paid on a monthly basis by all Tenants occupying a CMHC unit.
- 500.2 The rental to be payable with respect on CMHC Units shall be as follows:
- a) the rental rate to be paid on CMHC Units constructed in Phase 1-3 shall be as follows:
    - i. for Tenants on Social Assistance, the sum of Three Hundred and Forty-Five (\$345.00) Dollars per month;
    - ii. for all other Tenants, the greater of the following:
      - (A) the amounts payable by the Tenant under CMHC's Market Rent Schedule as provided for under the Band's CMHC Operating Agreement; or
      - (B) twenty-five (25%) per cent of the gross income of the Tenant and any persons over the age of eighteen (18) years residing in the unit;
  - b) for units constructed from Phase 4 onwards, the greater of the following:
    - i. the amounts payable by the Tenant under the terms of the applicable CMHC Operating Agreement in effect in respect of their unit, which is based on the income of the Tenant and any persons over the age of eighteen (18) years residing in the unit;
    - ii. for a two or three-bedroom unit, the sum of Three Hundred and Twenty-Five (\$325.00) Dollars per month; or
    - iii. for a four or five-bedroom unit, the sum of Three Hundred and Forty-Five (\$345.00) Dollars per month.
- 500.3 For the purpose of determining the income of the Tenant pursuant to the provisions of subsection 500.2 (a)(ii) and (b)(i) hereof, each Tenant, together with any person over the age of eighteen (18) years residing in a CMHC Unit shall, as and when required, submit to the Flying Dust Housing Corporation information and/or documentation respecting their income for the purpose of rental determination and compliance with the provisions associated with CMHC's On Reserve Housing Program.

## **501 SERVICE FEES**

- 501.1 In addition to the applicable rent on CMHC units, privately owned homes and any other Band Units each Tenant or Occupant of a housing unit shall pay to the Flying Dust Housing Corporation on a monthly basis a service fee to be used to offset costs with respect to the provision of the following services, where applicable, in relations to housing units:
- a. water supply services;
  - b. septic tank pump outs;
  - c. street lighting;
  - d. garbage pickup; and
  - e. snow removal and road maintenance.
- 501.2 The services fees chargeable in respect of each housing unit was established by resolution of Council at a General Band Meeting at the beginning of 2009 stating that each Tenant or Occupant shall receive written notice as to the applicable service fee to be payable in respect of

their housing unit. This fee will commence January 1, 2010 and Tenants must be in good standing in order to be considered for future housing needs.

## **502 UTILITY CHARGES**

- 502.1 Unless otherwise provided for the Housing Corporation, each Tenant or Occupant of a housing unit shall be responsible to pay when due all charges in respect of natural gas, electricity, and any other charges as may be applicable to their housing unit. Any Tenant or Occupant who fails to pay their utility charges when due shall be considered in default of their Tenancy or and Maintenance Agreement and may be subject to the rights and remedies of default as provided for therein. Further, any Tenant or Occupant who has their utility services discontinued as provided for under subsection 405.5 shall be considered as having abandoned their unit, in which case the unit may be subject to reallocation by the Housing Corporation as provided for herein.
- 502.2 Every Tenant or Occupant shall notify the Flying Dust Housing Corporation along with the Crown Corporations and utility companies of the transfer of any utility services supplied to their housing unit.

## **503 INSURANCE**

- 503.1 The Flying Dust Housing Corporation shall encourage each tenant to maintain content insurance on all Band and CMHC Units. The Housing Corporation will provide property insurance coverage for loss or damage by fire and other property perils commonly insured against.
- 503.2 Each Tenant or Occupant shall be responsible to insure their property and contents within their unit against damage or loss by fire, water, theft and other perils. All costs associated with the maintaining of such insurance shall be the responsibility of the Tenant or Occupant.

## **504 PAYMENT OF RENTAL & SERVICE FEES**

- 504.1 All charges with respect to rental and service fees payable by a Tenant or Occupant shall be due and payable on or before the first day of each month. Service fees may, at the option of the Occupant, be paid on a yearly basis subject to the provisions as outlined in subsection 501.2.
- 504.2 All rental and service fees or any arrears in relation thereto shall be paid by the Tenant or Occupant to the Housing Corporation in the form of:
- a. cash or money order;
  - b. cheque;
  - c. in the case of a Tenant who is an employee of the flying Dust First Nation or any of its operating entities, through payroll deductions during each of the Tenant's regular pay periods;
  - d. in the case of a Tenant who is on Social Assistance, through direct payment from the Flying Dust First Nation Social Development Department;

- e. in the case of a Tenant who occupies any elected or appointed position on behalf of the Flying Dust First Nation for which a per diem, honorarium or other remuneration is payable, through deduction from such payments; or
- f. through a pre-authorized debit process.

#### **504 COLLECTION PROVISIONS**

504.1 Any Tenant or Occupant who fails to pay their rent or service fees or any other payments as provided for herein shall be considered in default of their obligations and may, without restricting the generality of the foregoing, be subject to the following actions as initiated by the Housing Corporation:

- a) the exercising of all rights and remedies provided for under subsection 412 hereof, including eviction from the housing unit;
- b) the following of all outstanding amounts to a collection agency for enforcement;
- c) the referral of all outstanding amounts to applicable credit reporting agencies for registration against the Tenant or Occupant;
- d) the initiation of legal proceedings to enforce collection of the outstanding amounts; and
- e) the public posting of the Reserve of the Tenant's or Occupant's name and the amounts outstanding.

### **SECTION 6**

#### **MAINTENANCE AND REPAIRS**

#### **600 ALTERATIONS TO UNIT**

600.1 Tenants or Occupants shall not make any major improvements to their housing unit without the express written consent of the Flying Dust Housing Corporation. For the purpose of this Policy the term "major improvements" shall, without restricting the generality of the foregoing, include any changes to the interior or exterior structure of the unit or any changes to the landscaping and layout of the yard site surrounding the unit.

600.2 Any alterations, additions or improvement undertaken to a housing unit shall:

- a) be undertaken either:
  - (i) directly by the Flying Dust Housing Corporation; or
  - (ii) by the Tenant or Occupant provided that the Tenant or Occupant enters into a written Agreement with the Flying Dust Housing Corporation regarding completion of the alterations, additions or improvements; and

- b) be required to meet or exceed national building code standards. Alterations that affect the electrical system shall require a 3-Form Inspection Report as completed by a qualified service provider or contractor.

**601 DAMAGE CAUSED BY TENANTS OR OCCUPANTS**

- 601.1 Each Tenant or Occupant shall be responsible for covering all costs associated with the repairing of any damage or losses sustained to their housing unit or any goods or chattels supplied to the housing unit by the Flying Dust Housing Corporation as caused by the negligence, carelessness or misuse of the unit by the Tenant or their family, agents, Invitees, visitors or persons to whom they are legally responsible.
- 601.2 All costs associated with the repairing of damages to a housing unit as provided for in subsection 601.1 shall be invoiced separately to the Tenant or Occupant or added to the rental or service fee payable by the Tenant or Occupant. Any Tenant or Occupant who fails to make arrangements to pay such costs within a period of sixty (60) calendar days following their tendering shall be considered in default of their obligations under their Tenancy and Service Fee Agreement and be subject to the remedies of default there under.

**602 ATTENDING MAINTENANCE AND REPAIR CALLS**

- 602.1 Maintenance personnel is not be expected to attend to repair or maintenance calls after regular work hours, save and except for emergency repairs or repairs involving electrical, heating, water or sewer facilities that may arise during the winter months.

**603 RELOCATION OF HOUSING UNIT**

- 603.1 The Housing Corporation may authorize the relocation of a housing unit for the following reasons:
  - a) flooring problems;
  - b) health reason;
  - c) condition or the basement; or
  - d) soil conditions.
- 603.2 Prior to considering the relocation of a housing unit the Housing Corporation shall have the unit inspected by a building inspector, environmental health officer and any qualified personnel as required, and reports prepared on the condition of the housing unit. All reports together with their recommendations shall be forwarded to the Housing Corporation for their review and consideration.
- 603.3 Any alternate site for the relocation of a housing unit shall conform with:

- a) Applicable water and sewer guidelines;
- b) SaskPower, SaskEnergy, and SaskTel distance requirements;
- c) legislative and/or policies of the Flying Dust Housing Corporation; and
- d) dependant on funding for infrastructure.

#### **604 MAJOR AND MINOR REPAIRS**

- 604.1 Subject to the provisions of subsection 601.1, it is acknowledged that each housing unit will require repairs and maintenance, also including CMHC reserve fund agreements. The Flying Dust Housing Corporation shall be responsible for covering the costs associated with the conducting of repairs that are classified as "major repairs". In turn, each Tenant or Occupant shall be responsible for all costs associated with the completing of what are defined as "minor repairs". A list of the following repairs commonly associated with housing units and their classification as either major (being the responsibility of the Flying Dust Housing Corporation) or minor (being the responsibility of the Tenant or Occupant) is available in Appendix C.
- 604.2 All major repairs shall be completed by employees, servants, agents or contractors on behalf of the Flying Dust Housing Corporation. Repairs shall be conducted as such times as determined by the Flying Dust Housing Corporation provided that priority shall be given to those Tenants or Occupants who are in good standing and who are not in default of any of their obligations under their Tenancy or Service Fee Agreements.
- 604.3 Minor repairs shall be completed either directly by the Tenant(s) or Occupant(s) or by employees, servants, agents or contractors on behalf of the Flying Dust Housing Corporation. In instances where minor repairs are completed by Tenant(s) or Occupant(s), all repairs shall be inspected by the officials on behalf of the Flying Dust Housing Corporation to ensure compliance with national building code standards.
- 604.4 All costs associated with the conduction of the minor repairs shall be invoiced separately to the Tenant or Occupant or added to the rental or service fees payable by the Tenant or Occupant. Any Tenant or Occupant who fails to pay such costs within a period of sixty (60) calendar days following their tending shall 'be considered in default of their Tenancy and Service Fee agreement and be subject to the remedies of default there under. For Senior's or disabled Tenants or Occupants, the costs associated with conducting of minor repairs may be waived in whole or in part by the Housing Corporation.
- 604.5 Flying Dust is only responsible to repair/provide basic needs to houses.
- 604.6 Before any Major Repairs are to be started a written agreement between tenant and Flying Dust Housing needs to be signed. The agreement will have of what a Flying Dust Housing is repairing and request of more will be the responsibility of the tenant.
- 604.7 All repairs and renovations must be applied for in the first month of every year. Maintenance work order will only be accepted in an emergency basis past January of that year. It will be up



to Flying Dust Housing Corporation to assess and quote cost of renovation to present submit a list of renovations to and budget to Chief and Council.

604.8 Maintenance work orders will have opportunity for Tenant(s) to offer to pay % of maintenance work order.

#### **605 WELL CHLORINATION**

605.1 Well chlorination shall be undertaken in accordance with Health Canada Water and Sewer guidelines and shall be conducted by employees, servants, agents or contractors on behalf of the Flying Dust Housing Corporation.

#### **606 CISTERN CLEANING**

606.1 All cisterns that are used to supply water to housing units shall be cleaned on a periodic basis as determined by the Flying Dust Housing Corporation.

606.2 Tenants or Occupants shall refrain from attempting to clean cisterns. In the event a cistern is in need of cleaning, the Tenant or Occupant, shall immediately notify the Housing Manager.

606.3 In the event a cistern is damaged or contaminated due to the negligence, carelessness or misuse of the cistern or of the placing of any debris in the said cistern by the tenant or Occupant or their family, agents, invitees, visitors or persons whom they are legally responsible, the Tenant or Occupant shall be responsible for all costs associated with the cleaning and/or repairing of the cistern.

#### **607 INSPECTIONS AND ACCESS TO HOUSING UNIT**

607.1 The Flying Dust Housing Corporation together with its employees, servants, agents and contractors, including employees and agents of the Crown Corporations, shall have access to all CMHC and Band Units located on the Reserve for the purpose of inspecting the said units and undertaking any repairs to the units as may be required. Where practicable, a minimum of twenty-four (24) hours' advance notice shall be given to the Tenants or Occupants prior to the undertaking of any inspections or repairs to a housing unit.

607.2 Tenants or Occupants shall ensure that someone is at the housing unit when employees, servants, agents or contractors of the Flying Dust Housing Corporation or the Crown Corporation are attending for the purpose of undertaking any inspections, maintenance or repairs to the unit. Where practicable, inspections, maintenance and repairs of housing units shall be undertaken during regular work hours.

607.3 Employees, servants, agents or contractors of the Flying Dust Housing Corporation shall refrain from entering a housing unit if there is evidence of a disturbance or an illegal act occurring in the unit.

607.4 In the event emergency repairs are required to a housing unit and Flying Dust Housing Corporation staff cannot locate the Tenant or Occupant after making reasonable efforts to do

so, then under such circumstances employees, servants, agents from the Flying Dust Housing Corporation shall be entitled to access the unit without permission from the Tenant or Occupant for the purpose of completing the emergency repairs.

607.5 Housing, fire and other related inspections shall be conducted on each housing unit at such time or times as approved by the Flying Dust Housing Corporation.

607.6 Flying Dust Housing Corporation shall conduct home visits and inspections on each housing unit, at a minimum, on an annual basis to ascertain and document the condition of the unit.

#### **608 MANDATORY INSPECTIONS AND OCCUPANCY REVIEW**

608.1 For new Tenants, during the first six (6) months of a Tenancy Agreement, the Housing Manager shall conduct periodic inspections of the CMHC unit with cooperation of the Tenant. The purpose of the inspection shall be to review the condition of the unit along with the Tenant's compliance of the terms and provisions of their Tenancy Agreement. If during the inspections or thereafter, it is determined that the Tenant is not in compliance with the terms and provisions of their Tenancy Agreement, the Tenant shall be considered in default and the Housing Corporation may accordingly exercise any rights or remedies of default that may be available to them under the Tenancy Agreement.

### **SECTION 7**

#### **GENERAL PROVISIONS AND STANDARDS APPLICABLE TO HOUSING UNIT**

#### **700 YARD MAINTENANCE**

700.1 Each Tenant or Occupant shall be responsible for maintaining the allotted yard site surrounding their housing unit.

700.2 In the event a Tenant or Occupant fails to maintain their yard site in clean conditions, Flying Dust Housing Corporation may clean the yard site and all costs associated with such cleaning shall be invoiced separately to the Tenant or Occupant or added to the rental or service fees payable by the Tenant or Occupant.

#### **701 STORAGE OF PROPERTY**

701.1 Each Tenant and Occupant shall refrain from storing any property or planting any trees that may prevent access to the utility facilities use to service their housing unit.

701.2 For Tenants or Occupants located in the Subdivision, due to the fact that the water and sewer and other utility facilities are located in front of the respective housing units, Tenants or Occupants shall refrain from storing any property or parking any vehicles in front of their housing unit.

701.3 Absolutely no abandoned vehicles will be allowed to be stored at any time in the subdivision, failure to comply with this clause will be at the owner's expense of the home owner. The Housing Manager on direction from the Housing Corporation will call a towing company to remove the abandoned vehicle at the owners' expense.

## **702 COMPLIANCE WITH FIRE, HEALTH AND SAFETY REGULATIONS**

702.1 Every Tenant or Occupant shall abide by and comply with all fire and health and safety regulations as may be applicable to their housing unit.

702.2 No Tenant or Occupant shall bring or permit contaminants or noxious, dangerous, flammable or other toxic substances to be brought into or stored within their housing unit or within any property located adjacent to their housing unit.

## **703 GARBAGE RECEPTACLES**

703.1 Every Tenant or Occupant shall dispose of garbage in the appropriate receptacles provided by the Housing Corporation.

703.2 Tenants or Occupants shall not place, leave or permit to be placed or left on or in their housing unit any materials or garbage which may cause a health and safety hazard within their unit.

## **704 ELECTRICAL OR OTHER INSTALLATIONS**

704.1 No electrical, telephone or other installations shall be made to a housing unit without the prior written consent of the Flying Dust Housing Corporation except for at such facilities as may be provided by the Housing Corporation in relations to the housing unit.

704.2 No electrical wiring shall be installed and no electrical fixtures may be installed, repaired or removed from the housing unit by a Tenant or Occupant without the prior written consent of the Flying Dust Housing Corporation or Housing Manager.

## **705 LOT DIMENSIONS**

705.1 Save and except as otherwise provided for under applicable legislation of Flying Dust, yard sites for each housing unit shall be allotted by the Housing Corporation and shall not exceed a maximum of one (1) acre per housing unit.

705.2 For housing units located in the Subdivision, yard sites shall be allotted in accordance with the specification as set out in the subdivision plan as submitted by DIAND.

## **706 SITE LOCATIONS FOR NEW HOUSING UNITS**

- 706.1 Save and except for housing units that may be constructed privately or placed on the Reserve by a Band Member as provided for in section 712, all new housing units to be constructed on the Reserve shall be located within the Subdivision for ease of accessing of infrastructure and other services.
- 706.2 All sites locations shall be in compliance with DIAND and CMHC Environmental Assessment Guidelines.

## **707 CAPITAL UTILITY COSTS**

- 707.1 Save and except for housing units that may be constructed privately or placed on the Reserve by a Band Member as provided for under section 712, the Flying Dust Housing Corporation shall be responsible for all costs association with the supplying to new CMHC units constructed on the Reserve of all infrastructure services including water, sewer systems, power, natural gas, telephone and other public utility services.
- 707.2 The Flying Dust Housing Corporation shall be responsible for installing within each CMHC and Band Units one telephone jack and the interior wiring for one telephone installation. All costs associated with the installation of any additional telephone jacks shall be the responsibility of the Tenant or Occupant.

## **708 UNIT DESIGN**

- 708.1 All new CMHC units constructed with the assistance of CMHC's On Reserve Housing Program shall be constructed in accordance with CMHC construction guidelines.

## **709 CONDEMNATION POLICY**

- 709.1 The Housing Corporation may declare a housing unit condemned in the event one or more of the following circumstances occur:
- a) the structure of the housing unit or electrical system or water and sewer facilities used to service the unit are beyond repair; and
  - b) the cost to renovate the housing unit exceeds the monetary value of Thirty Thousand (\$30,000.00) Dollars or more;
- 709.2 Prior to considering the declaring of a housing unit condemned, the Flying Dust First Nation Housing Corporation shall;
- a) conduct one or more of the following inspections in relations to the housing unit:
    - i. building inspection;
    - ii. electrical inspections;

- iii. environmental health and safety inspections;
- iv. compliance Inspection; and
- v. such other inspections as may be requested by the Housing Corporation.

b) have prepared a report by qualified personnel outlining the estimated costs associated with renovating the housing unit to bring it up to required standards.

709.3 All inspections shall be undertaken by employees, servant, agents or such other qualified personnel as retained by the Flying Dust Housing Corporation. Upon completion of the inspections, written reports along with recommendations with respect to each of the areas shall be provided to the Housing Corporation for their review and consideration.

## **710 PETS AND ANIMALS**

710.1 Every Tenant or Occupant shall advise the Flying Dust Housing Corporation in writing of all pets and/or animals that may be kept in or adjacent to their housing unit. The Housing Manager reserves the right to decline approval for any pet or animals to be housed within or adjacent to a housing unit.

710.2 All Tenants or Occupants shall ensure that their pets are housed in appropriate kennels and are properly leashed and restrained when outside their housing unit.

710.3 Tenants or Occupants shall be liable for all losses or damages that may be caused to their housing unit by their pets or animals. Further, each Tenant or Occupant shall be fully responsible for any liability associated with any claims or actions for personal injury or property damage to any persons arising from or in any way attributable to their pets or animals.

710.4 Tenants or Occupants who own livestock shall abide and comply with all applicable laws, including all distance requirements as set out in the applicable Environmental Health guidelines.

## **711 CMHC UNITS THAT COME OFF OF LOAN**

711.1 Upon the Band loan being paid in full in respect of a CMHC unit, the unit shall be converted to a Band Unit. In turn, the Tenancy Agreement shall be terminated, and the Occupant of the unit shall be required to execute a Service Fee Agreement with respect to the unit.

711.2 Any CMHC unit in arrears will remain as a Band Unit until such arrears are compensated back to the Housing Corporation.

## **712 PRIVATE HOME CONSTRUCTION OR PLACEMENT**

712.1 Private home ownership on the Reserve shall only be permitted through private home construction or placement by a Band Member of an existing housing unit on the Reserve, providing that all requirements are met by the Band Member with respect to adherence to this Housing Corporation Policy.

712.2 The Housing Corporation may entertain applications from Band Members to construct their own housing unit or to have an existing housing unit placed on the Reserve, providing that:

- a) the Band Member submits to the Housing Corporation a;
  - i. written site plan for the purposed location of the housing unit; and
  - ii. proposed specification drawings for the housing unit, where applicable;
  - iii. Proof of insurance
- b) the Band Member agrees to be responsible for all costs associated with installation, accessing and maintenance of the infrastructure and utilities used to service the housing unit;
- c) in proposed location for the housing unit is in conformity with all applicable laws, including all laws or policies of the Flying Dust Housing Corporation.

713.3 All applications to construct private housing units or to have housing units placed on First Nations lands shall be submitted by Band Members to the Housing Manager and Housing Corporation within thirty (30) days prior to the proposed date for commencement of construction of the housing unit or placement of the unit on First Nation lands, as the case may be. The application shall, without restricting the generality of the foregoing, contain information respecting the following:

- a) the information and documentation as prescribed for in subsection 712.2(a);
- b) the proposed dates for commencement and completion of construction of the housing unit or placement of the unit on the First Nation land, as the case may be; and
- c) such other information as may be requested by the Housing Corporation.

712.4 Upon receipt of the written application as provided for in subsection 712.3, the Housing Corporation shall review the application and make a decision as to whether to accept or deny the application. In the event the application is accepted, the Band Member shall be required to enter into an Agreement in a form acceptance to the Housing Corporation respecting:

- a) site selection;
- b) lot allocation;
- c) responsibility of the Band Member for the installation and maintenance of the infrastructure and utilities used to service the housing unit; and
- d) such other terms and conditions as may be prescribed by the Housing Corporation.

712.5 All privately constructed housing units or any units placed on the First Nation land as provided for herein shall be required to meet national building code standards. Inspections with respect to the housing unit shall be conducted during the construction phase or prior to placement of the housing unit on First Nation land to ensure compliance with national building code standards, the results of which shall be provided to the Band Member and the Housing Corporation. The costs associated with the conducting of all such inspections shall be borne by the Band Member.

- 712.6 Band Members wishing to construct their own housing units or place Ready-to-Move homes on First Nation land shall be responsible for all costs associated with respect to the installation and accessing of the infrastructure and utilities used to service such units. Further, the Band Member shall be responsible for all ongoing costs associated with the maintenance and/or repairs to their housing unit or any infrastructure or utilities used to service such units following construction or placement of the unit on First Nation. The Housing Corporation may look at applications for infrastructure dependent on available resources.
- 712.7 If a band member fails to maintain the mortgage or any of the maintenance the Housing Corporation will assume ownership and allocate to a band member who is willing to take over the mortgage and he/she will assume ownership.

### **713 DISPUTE RESOLUTION**

- 713.1 It is the intention of the Housing Corporation to try to resolve all disputes between Tenants and Occupants in a fair and equitable manner. For the purpose of this section the term "dispute" shall be defined as a complaint made by the Tenant or Occupant respecting:
- a) the provision of services by the Housing Corporation to their housing unit; or
  - b) arising with regarding to the allocation of a housing unit in the event of marriage breakdown as provided for under section 4.11.
- 713.2 The following shall be specifically excluded from the application of the grievance process as identified herein:
- a) any issues relating to the application or interpretation of any provision of a Tenancy or Service Fee Agreement; or
  - b) any issues relating to the application or interpretation as outlined in this section.
- 713.3 Disputes shall be handled in accordance with the provisions as outlined in this section.

#### **STEP 1**

- a) in instance where a dispute arises between Tenant or Occupant and the Housing Corporation regarding any of the items identified in subsection 713.1, the Tenant or Occupant shall, as a first step, be required to put into writing their concerns which shall be forwarded on to the Housing Corporation and the Housing Manager. In turn, the Housing Manager shall make every reasonable effort to attempt to meet with the Tenant or Occupant to review their concerns at this initial stage.
- b) Efforts shall be made to attempt to resolve the dispute within a period of twenty-one (21) calendar days following receipt by the Housing Manager of the documentation outlining the Tenant or Occupant's concerns. If resolved at this stage, an action plan for resolving the concerns shall be written out and signed by the Housing Manager and the Tenant or Occupant and placed on the Tenant or Occupant's file. In the event the dispute is not resolved to the

satisfaction of the Tenant or Occupant at this initial stage, the dispute shall take the form of a grievance and the Tenant or Occupant may advance the grievance to Step 2 described below.

## STEP 2

- a) This stage the Tenant or Occupant shall submit a written summary of their grievances which shall be submitted to the Housing Manager. The written grievance submitted by the Tenant or Occupant shall contain information respecting the following:
  - (A) the name and address of the Tenant or Occupant;
  - (B) full particulars of the matters in dispute with respect to the grievance;
  - (C) a description of all material facts and documentation which the Tenant or Occupant intends to rely on in advancing the grievance; and
  - (D) be subject to the payment of a non-refundable application fee in the amount of One Hundred (\$100.00) Dollars which shall be made payable the Housing Corporation in the form of cash, certified cheque or money order.
- b) upon receipt of the grievance application, the Housing Manager shall within fourteen (14) calendar days following submission of the grievance direct that an investigation be conducted. The investigation shall be conducted by the Manager or a designate. In concluding the investigation, the Housing Manager or their designate shall, where applicable, review the written grievance application and interview any parties involved as deemed necessary in order to ascertain the facts and circumstances surrounding the grievance.
- c) upon completion of the investigation the Housing Manger or their designate shall issue a written report to the Housing Corporation and the Tenant or Occupant regarding the grievance. Where applicable, the Housing Manager or their designate shall endeavor to complete their Investigation with respect to the grievance within a period of thirty (30) calendar days following submission of the grievance by the Tenant or Occupant.
- d) the report shall contain a review of the findings of the investigation together with any proposed action plan developed upon which to deal with the grievance, where applicable. If the parties involved in the grievance are able to reach an agreement with respect to the action plan developed, the action plan shall be written out, signed by the parties and placed on file with the Flying Dust Housing Corporation.

## **714 AMMENDMENTS**

- 714.1 Any Band Member may suggest changes to this Housing Corporation Policy following its adoption.
- 714.2 Any proposed amendments to this Housing Corporation Policy following its adoption shall be processed as follows:



- a) any Band Member wishing to bring forward proposed amendments to the Housing Corporation Policy shall notify the Flying Dust Housing Corporation in writing of the proposed amendment and the reasons thereof; and
- b) upon receipt of the documentation referred to in subsection 714.2(a) the matter shall be reviewed by the Housing Corporation

714.3 At the Band Information Meeting, the proposed amendment shall be submitted to the Band Members present for their consideration. The Housing Corporation may amend the policy based upon the input received from the Band Members at the meeting.

714.4 Copies of all amendments adopted by the Flying Dust Housing Corporation pursuant to the provisions of subsection 714.3 hereof shall:

- a) be provided to all:
  - i. Tenants and Occupants;
  - ii. Housing Corporation Members;
  - iii. Manager employed within the Flying Dust Housing Corporation; and
- b) be retained at the Band Office and made available for review by Band Members at any time during normal business hours.

## **715 COMING INTO FORCE**

715.1 The provisions of this Housing Corporation Policy Manual shall come into force effective upon this draft having been:

- a) read or reviewed at one (1) General Band Meeting specific to housing and feedback will be taken into consideration;
- b) subsequently passed at a Chief and Council meeting;
- c) subsequently passed at a Housing Corporation meeting.

715.2 Upon coming into force, this Policy shall replace in its entirety all existing housing policies as previously adopted by the Flying Dust First Nation.

715.3 Upon ratification, copies of this Policy shall be provided:

- a. one to each household on the Reserve;
- b. to every Flying Dust Housing Corporation Board Member and Council;
- c. to personnel employed within Flying Dust Housing Corporation;
- d. to DIANO; and
- e. to any Band Member wishing to obtain a copy hereof this may be obtained from the Band Office during regular business hours.

1. This policy was last reviewed and revised by the Flying Dust Housing Corporation on October 12, 2010.
2. This policy was reviewed and adopted by the membership at a General Band Meeting on February 4, 2010.
3. This policy was reviewed and adopted by the Chief & Council at Council Meeting on March 8, 2011.
4. This policy was updated by Flying Housing Corporation November 9, 2021, presented to Chief & Council April 4 2022 and Flying Dust Membership June 12, 2022.