



WEST MOBERLY FIRST NATIONS

HOUSING POLICY & PROCEDURES

MEMBER OWNED HOME

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INTRODUCTION

WMFN works diligently towards achieving the housing objectives of:

- Providing WMFN members access to quality housing on WMFN Lands that is appropriate to their needs;
- Fostering pride and personal responsibility among WMFN members for our housing and for our community;
- Establishing and operating an economically sustainable housing program on WMFN Lands.

To advance these objectives, WMFN, operating in accordance with prudent business practices and remaining fiscally responsible, will:

- Respond to WMFN members' housing requests and needs on WMFN Lands in an equitable and consistent manner
- Continuously strive to protect and improve the housing inventory, programs and services on WMFN Lands
- Inform WMFN members of WMFN housing initiatives
- Administer the housing policies in a fair, transparent, and accountable manner and, in so administering the housing policies, to honour the customary traditions and practices of West Moberly First Nations, while maintaining alignment with all respective regulatory and funding agreement requirements.

The WMFN Member Owned Home program provides WMFN Members that own their Residential Unit outright or do not require any outside financing to build a Residential Unit, with a process for owning on WMFN Lands.

The WMN Member Owned Homes program provides access to WMFN infrastructure and clarifies Homeowner responsibilities associated with owning on WMFN Lands. The ownership of a Residential Unit does not grant ownership or possession of the Lot itself; the Lot remains part of WMFN Lands. The WMFN Member that owns the Residential Unit has exclusive use of the Lot where the Residential Unit is located, subject to the Housing Department right to enter the Lot in accordance with this Policy and the Homeowner's Agreement.

A current, valid Homeowner Agreement must be in place between the Member and WMFN for the respective Member Owned Residential Unit. This Agreement outlines the responsibilities of both parties with respect to the various components outlined in this Policy (e.g. power, water, sewer, insurance, maintenance, etc.).

All activities with respect to the Residential Unit and Lot, must be conducted in compliance with existing WMFN codes, standards, policies, and procedures or as per directives issued by WMFN Council, and any respective regulatory

requirements. This is to ensure the health and safety of the Homeowner and other Occupants of the Residential Unit, and to mitigate risk and liability to the Nation.

DEFINITIONS

The following definitions and, to the extent it is relevant, the WMFN Interpretation Policy, apply to this Policy. Any reference to an enactment is a reference to the current version of that enactment, including any amendment or replacement.

Abandon	The Tenant or Homeowner has given written Notice of their intention to abandon the Residential Unit or the Residential Unit appears to have been vacant for at least 30 Days after the first of the month without written Notice and without prior arrangement for payment of fees due.
Affordable Housing	Rental housing where monthly Rent is geared to the Tenant's financial circumstance.
Amortization Period	The length of time that it will take to pay off a debt or loan when making monthly payments (including interest).
Capital Projects Department	The WMFN administrative department responsible for capital projects.
Certificate of Possession or CP	A certificate which acts as documentary evidence issued by the Minister of Indigenous Services of a First Nation member's lawful possession of reserve lands pursuant to the Indian Act.
Certificate of Custom Holding	A certificate which acts as documentary evidence issued by WMFN of a WMFN Member's customary ownership of a Residential Unit on WMFN Lands. This certificate does not confer any ownership interest in WMFN Lands (for example, there is no ownership interest in the Lot or Premises on which the Residential Unit is located).
Days	Calendar days.
Dependent Child	<ol style="list-style-type: none">1. A child, stepchild, adopted child, or legal ward under age nineteen (19);2. A child aged nineteen (19) to twenty-four (24) who has provided documents that show attendance at school full time;3. A child aged nineteen(19) or older who is unable to support themselves due to a medical condition and is not a Spouse.
Deposit	An amount held by the Housing Department on a non-trustee, non-interest-bearing basis as continuing security for the performance by

the Tenant of all of their responsibilities set out in the relevant Policy and Tenancy Agreement.

Emergency Repair	An accident, unexpected break, defect, or change in condition in the exterior or building envelope, interior framing, plumbing, heating, or electrical system, or any safety feature in any part of the home, that results in an immediate threat to health and safety requiring urgent repairs or replacement (e.g. fire outbreak, leaking roof, electrical malfunction, flooding, no water supply).
Family Unit	A household with a minimum of two (2) persons and must include at least one (1) Dependent Child at the time of occupancy.
Guarantor	<p>A third-party who guarantees to pay a borrower's debt if the borrower defaults on a loan obligation.</p> <p>For the purposes of a Mortgage with a Ministerial Loan Guarantee, this means ISC and WMFN. As guarantor, WMFN is responsible for reimbursement to ISC if the borrower defaults on their Mortgage with a financial institution according to the ISC Ministerial Loan Guarantee policy.</p>
Guests	An individual who stays with a Tenant or Homeowner for less than 29 consecutive nights.
Homeowner	The owner of a Residential Unit on WMFN Lands, which may be subject to a Nation Secured Mortgage, a Nation Secured Mortgage, or another financing arrangement and who must be a WMFN Member.
Homeowner Agreement	The agreement between WMFN and the Homeowner giving permission for the use of WMFN Lands for a Residential Unit, and setting out certain infrastructure and other services provided by WMFN in exchange for the Homeowner's payment of fees
Homeowner Fees	Funds paid by Homeowners in exchange for the ongoing infrastructure and service provided or arranged by WMFN (which may include sewer, water, garbage pickup & disposal, and driveway snow removal).
Housing Department	The WMFN administrative department responsible for housing and the administration of this Policy, unless otherwise indicated.
Housing Manager	The person employed by WMFN to carry out management responsibilities of the Housing Department.

Housing Wait List	The list of completed applications kept on file by WMFN and reviewed when a Residential Unit becomes available.
Illegal Activities	Any serious violation of WMFN, federal, provincial, or municipal law, whether or not it is an offence under Canada’s Criminal Code or Controlled Drugs and Substances Act. It includes an act prohibited by any enactment which is serious enough to have a harmful impact on WMFN, WMFN Lands, a Residential Unit, the neighbours, or the community.
Infrastructure Fees	Funds paid by Tenants in exchange for the ongoing infrastructure and service provided or arranged by WMFN (which may include sewer, water, garbage pickup & disposal, and driveway snow removal). Infrastructure fees will be included in total payment collected for rental units.
Improvements	Modifications, alteration, remodeling, and renovations to the originally built Residential Unit or Lot/Premises, including building or adding to the Residential Unit or Lot/Premises, removing any fixtures, sinks, bathtubs, or appliances, altering, making additions to, or permanently affixing any item, fixture, or thing to the floors, exterior or interior walls, roof, or ceiling of the Residential Unit, modifying the heating, plumbing, air-conditioning, ventilating, lighting and water heating equipment or adding structures or fences to the Lot/Premises.
ISC	Indigenous Services Canada
Leave of Absence Sublet	A Sublet which has been approved in accordance with the Rent-to-Own policy.
Lot	The WMFN Lands upon which a Residential Unit is located or affixed, which is designated for the use of the Homeowner of that Residential Unit, but to which no ownership interest in the WMFN Lands may be granted.
Major Repair	A repair to a major building or system component of a Residential Unit (e.g. furnace replacement, roof replacement, bathroom retrofit)
Ministerial Loan Guarantee or MLG	A tool to assist First Nations in accessing traditional loans for housing on reserve where ISC issues an MLG to the lender to secure on-reserve housing loans. MLGs can be used to secure loans for construction, acquisition, or renovation of on-reserve housing projects. Section 89(1) of the <i>Indian Act</i> protects property on reserves so it cannot be Mortgaged and used as collateral by a non-First Nation person, such as a traditional financial institution. ISC issues

loan guarantees to lenders to secure on-reserve housing loans and minimize risk in the case of a loan default. MLGs may be issued to WMFN acting on its own behalf or on behalf of a WMFN Member provided eligibility criteria are met.

MLG Agreement	The written agreement between Homeowner and WMFN that establishes the terms and conditions regarding the WMFN Mortgage guarantee through the Ministerial Loan Guarantee.
Mortgage Agreement or Mortgage	A loan agreement for a Residential Unit that is secured by the Residential Unit itself. If the borrower fails to make payments, the lender can repossess the Residential Unit. Once the borrower repays the entirety of the loan with interest, the Mortgage is discharged.
Mortgage Payment	A regularly scheduled payment that includes principal and interest paid by the borrower to the lender of a Mortgage. The principal portion is used to pay off the original loan amount; the interest is paid to the lender.
Nation	West Moberly First Nations
Notice	A written Notice about a Residential Unit sent by one party to another.
Occupancy Permit	A document issued by a qualified/certified inspector to attest that a building or construction project complies with requirements set out by the BC Building Code and WMFN Building Standards.
Occupant	An individual that lives in a Residential Unit for more than 29 consecutive nights.
Option to Purchase	The Option to Purchase the Residential Unit provided in the Rent-to-Own housing program
Over-housed	Having too many bedrooms for the size of the household.
Premises	The WMFN Lands upon which a Residential Unit is located or affixed, which is designated for the use of the Tenant of that Residential Unit, but to which no ownership interest in the WMFN Lands may be granted.
Primary Residence	The Residential Unit where the individual lives permanently (for at least six months per year) and is the residential address used on documentation including identification, vehicle registration and tax returns.

Rapid Housing Initiative or RHI	A CMHC program to encourage the rapid construction of new housing and/or acquisition of existing buildings for rehabilitation or conversion to permanent Affordable Housing.
Rent	The amount paid by Tenant to WMFN for the right to occupy a Residential Unit.
Repossession	The action of taking possession of a Residential Unit which has been used as collateral for a loan, when the WMFN Member [borrower] fails to make the payments on the Mortgage, or otherwise defaults on a Mortgage.
Residential Unit	A structure or the part of a structure that is used as a home or residence where a person or family eat, live, and sleep.
RV	A recreational vehicle or trailer that includes living quarters designed for accommodation.
Safe and Habitable	A Residential Unit that meets the standards described in the BC Building Code and the WMFN Building Standards.
Social Assistance or SA	The ISC on-reserve income assistance program which is administered by WMFN through its Health Department.
Spouse	An individual who is: <ol style="list-style-type: none"> 1. married to another individual; or 2. living with another individual in a marriage-like relationship for a continuous period of at least 1 year; or 3. living with another individual and has a child or children with them.
Sublet	When a Tenant leases or rents all or part of a Residential Unit to another person.
Subtenant	An individual subletting a Residential Unit.
Tenancy Agreement	The rental agreement that establishes the terms and conditions concerning the use and occupancy by a Tenant of a Residential Unit and its Premises.
Tenant	The person who enters into a Tenancy Agreement with WMFN to pay Rent in return for the right to occupy the Residential Unit.

Tenant Damage

Damage to the Residential Unit beyond ordinary wear and tear, including damage caused by the wilful or negligent conduct of the Tenant or their Occupants or Guests, pets, emergency first responders (including RCMP forced entries), or vandals/trespassers.

Ordinary wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the Tenant has used the Residential Unit and Premises in a reasonable and responsible fashion.

Under-housed

Having too few bedrooms for the size of the household.

Vulnerable Populations

Those who have multiple barriers to achieving or maintaining housing due to challenges such as poverty, health and mental health issues, trauma, family violence, age, and disability, amongst others.

Vulnerability is not necessarily a descriptor of the individuals themselves as many are strong and resilient. Rather, vulnerability tends to be a characteristic of their complicated lives, meaning that these individuals may be more vulnerable to certain circumstances such as eviction.

WMFN Building Standards

The standards for building developed by WMFN and includes:

1. BC Building code and Step Code
2. BC Electrical Code;
3. BC Fire Code;
4. Relevant federal and/or provincial legislation; and
5. Any other applicable WMFN laws or codes that may exist or be developed.

WMFN Lands

The geographic area of the West Moberly Lake Reserve #168A and other such lands that become lands for the use and benefit of WMFN from time to time.

1 ADMINISTRATION OF THIS POLICY

- 1.1 The Housing Department is responsible for administering this Policy and making the decisions required by it unless this Policy states otherwise.
- 1.2 Decisions made according to this Policy may be appealed according to the WMFN Appeals Policy.
- 1.3 The Housing Department is responsible to:
 - a) Apply and enforce this Policy and associated Agreements.
 - b) Maintain an up-to-date list of applications for housing.
 - c) Manage the selection process for Residential Units.
 - d) Carry out or oversee maintenance and repairs in a cost-effective manner, in compliance with applicable regulatory requirements and funding agreements.
 - e) Coordinate any inspections required by this Policy and applicable codes (e.g. BC Building Code and Electrical Code, WMFN Building Standards).
 - f) Provide information for those who require assistance in understanding and assuming their housing responsibilities.
 - g) Ensure timely response to written queries, requests for service, and complaints.
 - h) Act as a liaison between Tenants, Homeowners, WMFN Administration, and Council.
 - i) Monitor the effectiveness of all housing policies and recommend policy changes as required.
 - j) Develop sustainable housing programs and projects and annually review housing goals and priorities.
 - k) Research, develop, and implement housing best practices.
 - l) Act as a liaison with government and/or funding agencies and programs as applicable.
 - m) Provide regular reports to WMFN Administration on financial status of all WMFN housing, including current projects, future funding applications regarding housing, and planned capital projects.
 - n) Develop and implement approved annual housing and capital projects budgets and workplans.
 - o) Source, develop, and submit funding applications for new construction and/or renovation capital projects as identified by housing priorities or as special funding from various agencies allow.

2 ELIGIBILITY

- 2.1 To construct a Member Owned Unit:
- a) Be a WMFN Member;
 - b) Be in Good Financial Standing
 - c) Complete and submit a WMFN Housing Application including Budget Analysis that demonstrates financial ability to:
 - i substantially construct the Residential Unit within 2 years,
 - ii pay for the cost of construction of the Residential Unit outright without need to secure additional financing from WMFN or a financial institution requiring an MLG;
 - iii once constructed, pay for Homeowner Fees and the costs of on-going repair and maintenance.
- 2.2 For existing Member Owned Units, where the Residential Unit is fully free and clear of all liens
- a) Be a WMFN Member
 - b) Be in Good Financial Standing
- 2.3 For existing Member Owned Units, where the unit is being purchased or transferred from one WMFN Member to another WMFN Member
- a) Be a WMFN Member
 - b) Be in Good Financial Standing
 - c) Complete and submit a WMFN Housing Application that demonstrates the buyer/recipient's commitment to enter into a new Homeowner's Agreement
 - d) Be able to pay for the cost of the unit outright without need to secure additional financing from WMFN or a financial institution requiring a Ministerial Loan Guarantee (MLG)
- 2.4 For existing Residential Units where the Tenant exercises an Option to Purchase or the Homeowner discharges a Nation Administered or Nation Secured Mortgage to transfer into this program, they must meet the eligibility criteria set out in the applicable WMFN Policy.

3 APPLICATION PROCEDURES

- 3.1 Application forms are available at the WMFN Administration Office or directly from the Housing Department.
- 3.2 Applications for allocation of a Lot on which to construct a new Member Owned Unit, or for addition of a secondary Residential Unit on an existing Lot, or for a Certificate of Custom Holding (for existing Residential Units free and clear of liens) must be made by completing the relevant application form in writing and submitting to the Housing Department with all required and requested supporting documents (including budget analysis and verification of household income where required).
- 3.3 The Housing Department shall review applications for completeness and to determine eligibility. The Housing Department may request additional information and documentation, as needed.
- 3.4 Incomplete applications (such as those that lack all required supporting documents) and ineligible applicants (such as those who are not in Good Financial Standing) will not be considered. The Housing Department will contact the applicant to arrange an appointment to review the application.
- 3.5 Complete applications from eligible applicants will be added to the Housing Wait List.
- 3.6 All applications will be kept on file for one year. WMFN Members are required to renew their application annually after January 1st to keep applications current.
- 3.7 All applications for housing received by the Housing Department shall be forwarded to the applicant's respective Family Councillor for information purposes.

4 ALLOCATION

- 4.1 Development of new Residential Units and/or Lots is subject to funding availability and at the discretion of Council.
- 4.2 When a Residential Unit or Lot becomes available, the Housing Department will review the Housing Wait List, alongside the allocation criteria in this Section.
- 4.3 The allocation of Lots for construction of Member Owned Units on WMFN Lands shall be based on the following priorities:
 - a) currently residing in a Residential Unit which is not Safe and Habitable and which cannot be repaired or for which repair costs would exceed the cost of replacing the unit
 - b) elders who have not previously accessed WMFN housing programs

- c) disabled persons who have not previously accessed WMFN housing programs
 - d) elders, disabled persons who have previously accessed WMFN housing programs and require a different unit due to mobility, access, or safety
 - e) Vulnerable Populations
 - f) experiencing Under-housed or Over-housed conditions
 - g) Family Units where the applicant is a WMFN Member
 - h) singles and couples
 - i) WMFN members who have already purchased a Residential Unit on WMFN Lands through WMFN housing programs (Elders that sell or gift their Residential Unit to another WMFN Member due to changed mobility, access, or safety needs will be considered under Section 4.1d)
 - j) WMFN Members who own (with or without a Mortgage) another Residential Unit on or off reserve.
- 4.4 Applicants who have the same priority level will qualify based on the order in which their application was added to the Housing Wait List.

5 SPOUSAL BREAKDOWN OR DEATH OF A HOMEOWNER

Spousal Breakdown

- 5.1 Where a Homeowner resides in a Residential Unit with their Spouse, and the Spouses separate, the Homeowner remains responsible for:
- a) making payments and fulfilling responsibilities defined in the existing agreements associated with the Residential Unit; and
 - b) working with WMFN to effect any change, following the separation of the Spouses, to the existing arrangement by transfer or otherwise as agreed, noting that only WMFN Members may enter into agreements within this program.
- 5.2 If the Residential Unit is transferred or otherwise disposed of to another WMFN Member, the Homeowner Agreement must also be transferred, or the new Homeowner must enter into a new agreement with WMFN.
- 5.3 The provisional federal rules set out in the *Family Homes on Reserves and Matrimonial Interests or Rights Act* apply to this program to the extent they are relevant to a Residential Unit being occupied as the “family home”.

- 5.4 The Residential Units within this program are owned by a WMFN Member and held as a customary “interest or right” (as that term is defined in the *Family Homes on Reserves and Matrimonial Interests or Rights Act*). That “interest or right” is defined by this policy, the Certificate of Custom Holding, and the applicable laws and other policies of WMFN.

Death of a Homeowner

- 5.5 Homeowners are encouraged to make a will that addresses, among other things, their Residential Unit.
- 5.6 WMFN will honour a Homeowner’s will approved per the *Indian Act* which validly addresses the disposition of the Residential Unit.
- 5.7 A Homeowner may will their Residential Unit to any WMFN Member, provided that if the WMFN Member is under the age of 19 when the Homeowner dies, the Residential Unit will be deemed to be held in trust by the Homeowner’s executor or administrator for the WMFN Member until they reach the age of 19.
- 5.8 If the Residential Unit is transferred or otherwise disposed of to another WMFN Member, the Homeowner Agreement must also be transferred, or the new Homeowner must enter into a new agreement with WMFN.
- 5.9 A Homeowner may create a life estate through their will for a non-WMFN Member Spouse who resides in the Residential Unit at the time of the Homeowner’s death, provided that the Spouse:
- a) is an elder; or
 - b) has resided on WMFN Lands for a period of at least 10 consecutive years;

Granting a life estate means that the non-WMFN Member will be entitled to live in the Residential Unit for the rest of their life, provided they comply with the requirements of the existing agreements associated with the Residential Unit. The life estate ends when the non-WMFN Member dies or moves out (whichever happens first).

- 5.10 If in their will a Homeowner grants a life estate to a non-WMFN Member Spouse in accordance with Section 5.9, they are encouraged to also name a WMFN Member who will receive the Residential Unit after the end of the life estate. If no WMFN Member is named, the Residential Unit will revert to WMFN following the life estate, free of any claim of the Homeowner.
- 5.11 A Homeowner’s attempt to dispose of the Residential Unit to a non-WMFN Member will be deemed a life estate if and only if the non-WMFN Member

meets the criteria in Section 5.9. If the criteria is not met, then that part of the will is invalid and unless the will indicates a WMFN Member to whom the allocation should be directed, the allocation shall revert to WMFN, free of any claim of the Homeowner.

- 5.12 If the Homeowner dies intestate (without a will), the allocation shall revert to WMFN, free of any claim of the Homeowner.
- 5.13 If the Homeowner dies with a will that does not include language to transfer or otherwise provide guidance with respect to the allocation, the allocation shall revert to WMFN, free of any claim of the Homeowner.
- 5.14 If a Residential Unit reverts back to WMFN, the Residential Unit will be reallocated at Council's discretion. As appropriate, Council may consult the Family regarding reallocation.

6 HOMEOWNER AGREEMENT

- 6.1 The Homeowner Agreement constitutes a contract between the Homeowner and WMFN. It must be signed by the WMFN Member and WMFN prior to occupancy of a Member Owned Unit.
- 6.2 The Homeowner Agreement will include:
- a) Homeowner information
 - b) Residential unit information
 - c) Payment requirements for services and consequences of non-payment
 - d) Description of services
 - e) Sale of the unit
 - f) Occupants
 - g) Pets
 - h) Recreational vehicles
 - i) WMFN authority over land
 - j) Homeowner responsibilities for Residential Unit and Lot
 - k) WMFN entry, inspection, and Notice
 - l) Insurance
 - m) Improvements and building requirements
- 6.3 If payment of Homeowner Fees is late, the Housing Department shall deliver a Notice of Payment Default to the Homeowner within 7 Days of payment due date.
- 6.4 The Homeowner must either pay all the amount owing or enter into a Repayment Agreement with WMFN. If the Homeowner does not pay all amounts owing and does not enter a Repayment Agreement within 2 business days of receiving the Notice of Payment Default, the Housing Department shall issue a Notice of Meeting to discuss any barriers to paying and negotiate and sign a written Repayment Agreement. Meetings may be rescheduled to accommodate the Homeowner and WMFN Administration, however, must take place within 14 Days of the Notice of Meeting.
- 6.5 The Housing Department is authorized and empowered to cause disconnection or discontinuance of services to the Residential Unit where the Homeowner has failed to pay the Homeowner Fees, has not entered a Repayment Agreement to repay the Fees owing, and has not scheduled a meeting or attended a scheduled meeting to negotiate a Repayment Agreement.

- 6.6 Unpaid Homeowner Fees will be considered a debt owing to WMFN and impact the financial standing of the Homeowner with WMFN.

7 OCCUPANTS

- 7.1 Homeowners must inform the Housing Department of all Occupants at the Residential Unit by providing their name, age, and gender. This information is for safety reasons in the event that the Residential Unit or the community needs to be evacuated.
- 7.2 Homeowners must notify and update the Housing Department in advance when the Occupants at the Residential Unit change, and upon request of the Housing Department.
- 7.3 Homeowners are solely responsible for their Occupants, including paying for repairs where damages are caused by their Occupants.

8 GUESTS

- 8.1 Homeowners must ensure that their Guests do not become Occupants of their Residential Unit unless they have complied with Section 7.2.
- 8.2 Homeowners are solely responsible for their Guests, including paying for repairs where damages are caused by their Guests.

9 PETS

- 9.1 Homeowners may keep domestic pet(s) at a Residential Unit with prior written Notice to the Housing Department. Pets are limited to no more than three (3) domestic animals, which may include a combination of the following:
- a) Fish or other small aquarium animals
 - b) Up to two (2) small caged mammals
 - c) Up to two (2) caged birds
 - d) One (1) cat
 - e) One (1) dog
- 9.2 Homeowners are solely responsible for their pet(s), including paying to fix any damage caused by their pet(s), not interfering with the quiet enjoyment of the neighbours and community, and keeping the pet(s) under the Homeowner's control at all times. For example, Homeowners must:
- a) Not allow their pet to be at large on WMFN Lands;
 - b) Keep the pet inside the Residential Unit, confined to the Lot, or on a leash on WMFN Lands;
 - c) Prevent the spread of parasites including fleas, ticks, and lice;
 - d) Ensure the pet does not present a hazard or safety concern to any other individual or pet on WMFN Lands; and

- e) Ensure that the pet is cared for while the Homeowner is away from the Residential Unit.

9.3 Please refer to WMFN bylaw regarding control of animals on WMFN Lands. Per the bylaw, an animal control officer may become involved in the event of at-large or otherwise dangerous pet on WMFN Lands.

10 QUIET ENJOYMENT

10.1 Homeowners have a right to peaceful enjoyment in their Residential Unit, including:

- a) Reasonable privacy;
- b) Freedom from unreasonable disturbance;
- c) Exclusive possession of the Residential Unit, subject only to the Housing Department's right to enter the Residential Unit in accordance with this Policy and the Homeowner's Agreement;
- d) Exclusive use of the Lot where the Residential Unit is located, subject to the Housing Department's right to enter the Lot in accordance with this Policy and the Homeowner's Agreement; and

10.2 Homeowners must ensure that they, their Guests, their pets, and their Occupants don't unreasonably disturb neighbours and/or the community including (but not limited to) with unreasonable noise, odour, excessive second-hand smoke, or harassment of a neighbouring Tenant or Homeowner.

10.3 Disturbance complaints should be submitted to the Housing Department. After getting a disturbance complaint (see appendix XX) from a Homeowner, the Housing Department will take steps to address the problem. This may include actions up to and including intervention by the RCMP as required. For example, the Housing Department may need to speak to a Homeowner about noise if it bothers neighbouring Tenants or Homeowners by:

- a) Talking to the disruptive Homeowner about the problem;
- b) Letting the Homeowner who complained know what's being done to address the issue;
- c) Following up with the disruptive Homeowners in writing to explain:
 - i The details of the problem;
 - ii The reasonable amount of time allotted to resolve the problem; and
 - iii What may happen if the Homeowner doesn't fix the problem (e.g. serve Notice of Default and Repossession).

- 10.4 Please refer to WMFN bylaw regarding Disorderly Conduct on WMFN Lands. Per the bylaw, an officer (peace officer or by-law officer) may become involved in response to disorderly conduct or nuisance at WMFN.

11 GIVING NOTICE

- 11.1 The Housing Department and Homeowners may serve each other Notices. Notices need to be in writing and all parties should keep copies for their records.
- 11.2 Notices from the Housing Department may include Notice of Payment Default, Notice of Meeting, Notice of Entry.
- 11.3 The following table sets out acceptable methods for delivery of Notices from the Housing Department (or a designate) to a Homeowner, and when a Notice is considered received:

Method by Housing Department:	It's considered received by Homeowner...
Give a copy directly to the Homeowner	Same day
Attach a copy to the door or other noticeable place at the address where the Homeowner lives (the Housing Department should take a photo of the Notice attached to the Residential Unit)	3 Days later when the Homeowner does not say or show that they received it on an earlier date
Leave a copy with an Adult who appears to live with the Homeowner (the Housing Department should note the name of the person)	Same day
Email a copy to the email address provided by the Homeowner	3 Days later when the Homeowner does not say or show that they received it on an earlier date
Slide a copy under the Homeowner's door	Not considered served – this is NOT an acceptable method
Using text messaging	Not considered served – this is NOT an acceptable method

- 11.4 The following table sets out acceptable methods of Notice from the Homeowner to the Housing Department, and when a Notice is considered received:

Method by Homeowner	It's considered received by the Housing Department...
Give a copy directly to Housing Manager during WMFN Hours of Work	Same day
Leave a copy with reception at the WMFN Administration Office during WMFN Hours of Work	Same day
Email a copy to the email address provided by the Housing Department	3 Days later when the Housing Department does not say or show that they received it on an earlier date
Using text messaging	Not considered served – this is NOT an acceptable method

12 WMFN RIGHT TO ENTER

- 12.1 The Housing Department may enter:
- a) any common areas that are shared with others, without Notice;
 - b) the Residential Unit or Lot to complete or inspect agreed upon repairs and maintenance, with Notice of Entry;
 - c) the Residential Unit or Lot if there is suspected extraordinary damage or significant risk to the unit, with Notice of Entry
 - d) the Residential Unit or Lot if there is an emergency and entry is necessary to protect life or property, without Notice.
- 12.2 The Housing Department may enter a Residential Unit or Lot in one of the following circumstances:
- a) the Homeowner is home and agrees to let the Housing Department in;
 - b) the Homeowner agreed in advance to let the Housing Department enter;
 - c) the Homeowner was given written Notice of Entry outlining the date, time and purpose of entry, and the Notice of Entry was considered received at least 24 hours before, and not more than 30 Days before the entry;

13 CONSTRUCTION OF NEW UNITS

- 13.1 Construction of Residential Units that require financing to a WMFN Member will be subject to the Nation Secured Mortgage Policy or Nation Administered Mortgage Policy, as relevant to the circumstances.
- 13.2 Lot plan and building plan must be pre-approved by the Housing Department and Notice of any changes to such plans must be provided in writing to the Housing Department.
- 13.3 The Housing Department will enter a New Construction Agreement with the WMFN Member prior to the start of construction. A specification sheet must be completed and attached to the New Construction Agreement, and be signed by the Housing Department, the Homeowner's contractor, and the Homeowner. The specification sheet must include building and Lot plans that comply with the WMFN Building Standards.
- 13.4 Prior to occupancy, new Residential Units must:
 - a) comply with applicable regulatory and funding requirements and WMFN Building Standards,
 - b) pass all required inspections (by a qualified/certified inspector),
 - c) obtain Occupancy Permits, and
 - d) be insured.
- 13.5 WMFN Members are responsible for determining eligibility for ISC funding opportunities to finance the development. The Housing Department is available to provide further information upon request but is not responsible for ISC policy decisions.
- 13.6 Lot location for new construction shall be determined by the Housing Department in accordance with the following restrictions:
 - a) New Member Owned Units shall be constructed only in areas designated for residential use within the existing subdivision plans, the Comprehensive Community Plan, the Physical Development Plan, or any exceptions approved by BCR.
 - b) To the extent possible, Member Owned Units will be located to take maximum advantage of existing infrastructure such as sewer and water, streets and roads and electrical service, except when the project is intended as off-grid, and then construction shall only occur in designated areas approved for this purpose by a BCR.
 - c) Selection of a Lot location outside the serviced areas, will only be approved by BCR if the Homeowner demonstrates an ability to finance and then pays for service connections of water, sewer, hydro, roads, and any other additional expense necessary for the construction and maintenance of the Member Owned Unit.

- d) Lot locations outside the serviced areas will only be considered taking into account the factors outlined in Section 13.6.
 - e) Selection of a location will take into consideration soil conditions and impacts, water management needs (surface and subsurface), site elevation and impacts on existing infrastructure, future WMFN housing development, and any other relevant factors.
 - i Any costs associated with evaluation of these impacts for a Lot location outside existing subdivision plans, Community Development Plan, or Comprehensive Community Plan will be the responsibility of the applicant.
- 13.7 Construction of a new Member Owned Unit must be substantially completed within 2 (two) years, and subject to a New Construction Agreement. If the construction isn't substantially completed within those two (2) years, the allocation will expire and the WMFN Member will need to reapply.
- 13.8 No Certificates of Possession (C.P.'s) of land shall be given by Council within WMFN Lands.

14 TRANSFER OF EXISTING UNITS

- 14.1 A Residential Unit in the Rent-to-Own Program becomes a Member Owned Home through exercising of the Option to Purchase as per that policy. A new Homeowner Agreement is required. After transfer, this Policy applies.
- 14.2 A Residential Unit subject to a Nation Administered Mortgage becomes a Member Owned Home when the Nation Administered Mortgage is discharged as per that program's policy. The existing Homeowner Agreement will continue to apply. After discharge, this policy applies.
- 14.3 A Residential Unit subject to a Nation Secured Mortgage becomes a Member Owned Home when the Nation Secured Mortgage is discharged and the Ministerial Loan Guarantee is released as per that program's policy. The existing Homeowner Agreement will continue to apply. After discharge and release, this Policy applies.
- 14.4 Member Owned Units may be transferred at the discretion of the Homeowner, with consent of WMFN, on the following conditions:
- a) Only WMFN Members are eligible to own Residential Units on WMFN Lands.
 - b) The WMFN Member seller and WMFN Member buyer must reach terms on the transfer before seeking WMFN approval. The Residential Unit may be transferred for nominal value (\$1.00) or for a purchase price as agreed by buyer and seller.

- c) If the buyer requires a Mortgage to purchase the Member Owned Unit, either the Nation Administered Mortgage Policy or Nation Secured Mortgage Policy will apply, and the buyer must demonstrate eligibility for the relevant program before consent of WMFN is provided. In that case, after the transfer, the Residential Unit will not be considered a Member Owned Unit until the new owner discharges the Mortgage and MLG (if applicable) in accordance with that program's policy.
- d) All transfers of existing Member Owned Units require:
 - i Consent of WMFN demonstrated by a BCR;
 - ii Transfer Agreement executed by the seller, the buyer and WMFN;
 - iii Cancellation of the seller's Certificate of Custom Holding (if any)
 - iv Issuance of buyer's Certificate of Custom Holding (if no Mortgage is required to finance the transfer)
 - v Homeowner Agreement between the buyer and WMFN.
- e) If the requirements set out above have been met, the new Homeowner is either subject to the policy of the applicable mortgage program, or if there is no Mortgage, this Policy applies.

15 IMPROVEMENTS

- 15.1 The Homeowner must seek prior written approval of the Housing Department for Improvements that impact the Lot or Member Owned Unit footprint, in order for WMFN to ensure the value of WMFN Lands are maintained.
- 15.2 Prior to making a decision about a proposal for Improvements that impact the Lot or Member Owned Unit footprint, the Housing Department must consider and may request further information from the Homeowner regarding:
 - a) Potential damage to the existing Member Owned Unit or Lot;
 - b) Any planned and/or potential Emergency Repairs or renovations that may be required to the Member Owned Unit or the Lot;
 - c) Access to the Lot's infrastructure components (i.e. water and sewer lines, electrical lines, and connections from the distribution system to the home or outbuildings, ditches, culverts, water and/or wastewater systems Right-of-Ways, etc.);
 - d) The vision and considerations of the Comprehensive Community Plan, Subdivision Plan, and other applicable and similar documents; and
 - e) Any established requirements, including WMFN Building Standards.
- 15.3 The Housing Department will approve or reject an Improvements proposal in writing. Where the Housing Department rejects a proposal, they will provide reasons to explain the decision to the Homeowner.
- 15.4 All renovations, Improvements that impact the Lot or Member Owned Unit footprint which have been approved in writing by the Housing Department and implemented by the Homeowner, must be inspected by the Housing Department once complete, and where relevant, may require building code or electrical inspections to be completed by a licensed inspector. If a licensed inspection is required, it shall be at the expense of the Homeowner.
- 15.5 Upon the transfer of the Member Owned Unit to another Homeowner or to WMFN, any Improvements which are not removed at the Homeowner's expense, shall become the property of the new Homeowner or WMFN, as the case may be.
- 15.6 Any unauthorized Improvements that impact the Lot or Member Owned Unit footprint may be removed at the discretion of WMFN, and any and all associated costs will be the responsibility of the Homeowner.

16 MAINTENANCE AND REPAIRS

16.1 WMFN will provide certain infrastructure services to Member Owned Units that are inside the serviced areas including:

- a) water
- b) sewer
- c) building insurance
- d) garbage and recycling removal
- e) roof snow removal during heavy snowfall events and/or excessive build-up of snow and ice on roofs; and
- f) driveway snow removal after snowfall events in excess of 3 inches.

16.2 Fees for these infrastructure services will be outlined in the Homeowner Agreement as Homeowner Fees.

16.3 The Homeowner is responsible for all Member Owned Unit and Lot maintenance and repairs including:

- a) normal wear and tear
- b) damage caused by Homeowner (including emergency first responder forced entries, break & enters, vandalism, or other occupants, Guests and/or pets)
- c) insurance deductible for any claims resulting from Homeowner damages to the Member Owned Unit and/or Lot
- d) renovations, alterations, additional structures, and any other improvements.

The Housing Department is not responsible for the cost or conduct of repairs or maintenance on Member Owned Units apart from what is provided in exchange for Homeowner Fees as outlined in Section 6. Subject to availability of staff and scheduling, the Homeowner may hire the Housing Department to provide repairs and maintenance, with a written agreement outlining the Homeowner's responsibility to pay the costs associated.

16.4 Homeowners may be eligible for ISC and other grant funding for Major Repairs and renovations through grants. Subject to availability of funding and scheduling, the Housing Department may assist with development of grant applications for such major repairs and renovations as applicable; however, WMFN will not assume responsibility for ensuring funding for major repairs and renovations for Member Owned Units.

17 RESPONSIBILITIES WHEN LIVING ON WMFN LANDS

17.1 Homeowners are responsible for their own actions on WMFN Lands, as well as the actions of their pets, Occupants, and Guests. This Section outlines certain conditions for ensuring that WMFN Lands remain safe and hazard free. They are not exhaustive.

17.2 Groundwater and Infrastructure: Homeowners must ensure they do not contaminate or jeopardize groundwater or infrastructure services. For example, the following is not permitted on WMFN Lands:

- a) unauthorized ground disturbance;
- b) unauthorized alterations to the Premises and/or surrounding lands and vegetation;
- c) unauthorized installation or erection of buildings and structures on the Premises and/or surrounding lands
- d) spillage of contaminants;
- e) unauthorized driving on infrastructure right of ways with any type of vehicle or equipment;
- f) storage of personal vehicles or machinery;
- g) use and storage of any hazardous/toxic materials; and/or
- h) unauthorized dumping of any garbage, refuse or hazardous/toxic materials.

If groundwater or infrastructure services are contaminated or jeopardized, the Homeowner will be responsible for paying any costs associated with the damage, including the cost to remedy. If WMFN incurs costs to remedy, the Housing Department is authorized to and shall charge the responsible Homeowner an additional penalty of 10% of the cost incurred, or \$100, whichever is greater.

17.3 Dangerous Goods: Homeowners must ensure the proper storage of dangerous goods in, at, and near their Residential Unit, including for all combustibles, explosives, gases, flammable and combustible liquids, flammable solids, oxidizing substances, poisonous and infectious substances, corrosives and any other products, substances or organisms considered to be dangerous to life, health, property, or the environment when handled in accordance with the applicable laws. Homeowners must ensure that the storage of fuel is in accordance with applicable laws, including the Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations.

17.4 Vehicles: Homeowners may park, keep, or store vehicles (including recreational vehicles, campers, or holiday trailers) at the Residential Unit providing that:

- a) All vehicles, including any Guest vehicles, must be parked within the boundaries of the Premises, on the supplied parking pad or driveway associated with the Residential Unit, unless the Homeowner has obtained pre-authorization from the Housing Department in writing.
- b) Where a vehicle is not parked on the pad or driveway and there has been no pre-authorization, WMFN shall remove the vehicle(s) from the Premises and shall invoice the Homeowner for any related costs.
- c) The Homeowner must not allow an RV to be connected to infrastructure or services provided by WMFN, except where the Housing Department has provided prior written approval. The Housing Department may only give approval for reasonable connection requests lasting for three (3) months or less.

Any RV must be parked entirely on the Lot's allocated parking space or driveway and cannot cause damage or impede access to infrastructure and other services.

The Homeowner is solely responsible for insuring, or confirming insurance, for any RV parked on their Lot.

The Homeowner must not allow an RV to be used as overnight accommodation for more than three (3) consecutive months.

- d) Upon request, Homeowners must supply to the Housing Department information about vehicle type, make and model, insurance, and registration status for any vehicle parked at their Residential Unit. Failure to respond to a request for vehicle information, may result in WMFN towing unknown vehicles. WMFN shall remove unknown vehicles from the Premises and shall invoice the Homeowner for any related costs.

17.5 Firearms: Homeowners must ensure that firearms are stored in a safe and secure manner in accordance with applicable laws, including the Storage, Display, Transportation and Handling of Firearms by Individuals Regulations.

18 CONDEMNED UNITS

- 18.1 Member Owned Units that are determined by WMFN not to be Safe and Habitable may be condemned.
- 18.2 WMFN Housing Department, a building inspector, and/or the First Nations Health Authority Environmental Health Officer, or another appropriate authority may recommend to Council that a Member Owned Unit is not fit for occupancy.
- 18.3 Upon receipt of a recommendation in accordance with Section 18.2, Council will determine the appropriate response including:
 - a) ordering the occupants to leave immediately;
 - b) posting signs on the front door or other conspicuous place warning that the dwelling is not safe or habitable;
 - c) implementing preventative measures to ensure that the Member Owned Unit does not undergo further damage or damage neighbouring properties or infrastructure (e.g. winterizing, shutting off power, etc.);
 - d) requiring the Homeowner to make necessary repairs (at the Homeowner's expense) to bring the unit back to Safe and Habitable status; and/or
 - e) if the Homeowner refuses to make repairs or the Member Owned Unit is irreparable, WMFN may require the unit be demolished and disposed of at the Homeowner's expense.

19 RENTAL OF UNITS

- 19.1 Member Owned Homes may be rented to third-parties at the Homeowner's discretion. The Homeowner will be the landlord to the third-party Tenant(s) in that case.
- 19.2 Homeowner remains responsible for their obligations in the Homeowner Agreement, including ensuring that Tenants comply with relevant expectations and provisions of that agreement, and applicable WMFN Policies and bylaws.
- 19.3 Homeowner remains responsible for payment of any fees outlined in the Homeowner Agreement (see Section 6).

REVIEWED & RECOMMENDED

This WMFN Member Owned Home Policy has been reviewed and approved by a quorum of Council on [March 19, 2024], coming into force on [March 19, 2024]:

Councillor: Theresa Davis

Councillor: Asher Atchiqua

Councillor: Robyn Fuller

Councillor: Clarence Willson

This policy has been reviewed and amended by a quorum of Council:

August 20, 2024 (Parking)

November 12, 2024 (RV Parking)
