



WEST MOBERLY FIRST NATIONS

HOUSING POLICY & PROCEDURES

NATION ADMINISTERED MORTGAGE

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INTRODUCTION

This Policy is set by Council and guided by WMFN's customary values, traditions, and cultures.

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.
- Comply with any applicable Court orders or decisions (e.g. Emergency occupancy Orders or Emergency Protection Orders).

The Nation Administered Mortgage program provides WMFN Members with a mortgage to build or purchase a Residential Unit 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.

WMFN Lands are set aside for the use and benefit of WMFN, as set out in the *Indian Act*. The *Indian Act* (Section 89(1)) protects Indian property from seizure by a non-Indian and effectively prevents the use of land or property on reserve as security for a traditional mortgage with a financial institution. As such, financial institutions will not provide a mortgage for housing on reserve without a federal government Ministerial Loan Guarantee (MLG). WMFN must apply for and obtain this MLG for the respective Residential Unit's financing as a prerequisite for an external lender providing a mortgage to a WMFN Member for a Residential Unit on WMFN Lands.

In recognition of the fact that not all WMFN Members can qualify for financing with a Ministerial Loan Guarantee and external lender, WMFN Members can access the Nation Administered Mortgage program. In this program, WMFN will negotiate mortgage funds from a financial institution directly and then use these funds to act as a lender to the WMFN Member for the purchase or construction of a Residential Unit. Mortgage Payments and Homeowner Fees are paid directly to WMFN and mortgage terms are as per the WMFN Mortgage Agreement and this policy.

WMFN is ultimately responsible for repayment to the financial institution of mortgage and fees. In the event of unpaid Mortgage and Homeowner Fee amounts by the WMFN Member or other defaults, WMFN will repossess the Residential Unit. Repossessed Residential Units will be offered to the Family for reallocation for a limited time and then become part of the Nation Owned Rental Program if not reallocated to a member of that Family.

A current, valid Homeowner Agreement must also be in place between the Member and WMFN for their Nation Administered Mortgage Program Residential Unit. This Agreement outlines the responsibilities of WMFN and the Homeowner with respect to the various components outlined in this Policy (E.g. power, water, sewer, insurance, maintenance, etc.).

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).
Common Area	Any part of a residential property, including the Lot or Premises, the use of which is shared by multiple Tenants and/or Homeowners.
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 WMFN 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 adopted or developed and approved by WMFN, includes: <ol style="list-style-type: none"> 1. BC Building Code including Step Code 2. BC Electrical Code; 3. BC Fire Code;

4. FireSmart guidelines;
5. Relevant federal and/or provincial legislation; and
6. 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 of WMFN 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 Complaints regarding allegations of disrespectful conduct in the delivery of housing-related services may be made according to the WMFN Member Services Policy.
- 1.4 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 APPOINTING AN AUTHORIZED REPRESENTATIVE

- 2.1 A Homeowner may authorize a representative to act for them for housing related matters, by giving a Notice to WMFN. Costs associated with the representative (if any) shall be the sole responsibility of the Homeowner.
- 2.2 A representative is a person that the Homeowner authorizes in writing to deal with WMFN on their behalf, such as:
 - a) A tenant of the Homeowner, residing in the Residential Unit;
 - b) A friend;
 - c) A spouse;
 - d) Another family member;
 - e) A lawyer;
 - f) An executor; or
 - g) A power of attorney.
- 2.3 If a Homeowner authorizes a representative, the Homeowner is giving permission to the representative to speak and communicate for them for housing-related matters. It is important to understand that in making such an authorization, the representative may gain access to sensitive personal information about the Homeowner.
- 2.4 Representative access remains until the Homeowner, or the Representative cancel the access, or it expires (if an expiry was included in the authorization request).
- 2.5 Despite an authorization, the Homeowner remains solely responsible for any obligations under this Policy and any agreements.

3 ELIGIBILITY

3.1 To qualify for a Residential Unit in this program, applicants must:

- a) Be a WMFN Member
- b) Be in Good Financial Standing with WMFN (according to WMFN Interpretation Policy)
 - i Provided however that if an applicant is in Good Financial Standing because there is a Repayment Agreement in place that relates to damage to a WMFN Residential Unit, the amount owing must be repaid in full to WMFN before the applicant will be eligible.
- c) Complete and submit a WMFN Housing Application with required supporting documents including:
 - i Budget Analysis indicating ability to afford anticipated housing costs (including Mortgage Payments, Homeowner Fees, utilities, repayment agreement(s), etc.).
 - ii Verification of household income
- d) Provide written confirmation of their agreement to participate in a basic home maintenance workshop, to be offered by WMFN, and to complete within one year of move in.
- e) Applicants with a history of poor tenancy with WMFN, including where an applicant was cited for violations, where Notice to correct or vacate was issued, where Tenant damage was documented, or where there was non-payment of amounts owing, shall not be considered eligible unless the applicant provides a reference:
 - i From their most recent landlord or financial institution that confirms compliance with a tenancy or Mortgage Agreement for a consecutive period of at least 1 year; or
 - ii Through which WMFN can confirm the applicant's ability to effectively manage the financial and physical responsibilities of occupying a Residential Unit.
- f) Confirm in writing that the applicant is unable to qualify for financing through the Nation Secured Mortgage program.
- g) Where an applicant is seeking funding for the purchase of a Member-Owned Unit on WMFN Lands through this program, they must:
 - i Meet all eligibility requirements in this Section 3.1;
 - ii Confirm basic information about the Residential Unit (current owner, unit number, approximate value);

- iii Provide a written agreement summarizing the basic terms of purchase and sale executed between the current owner and the applicant; and
- iv Provide any other information required for WMFN to confirm the ability for WMFN to finance the transaction.

4 APPLICATION PROCEDURES

- 4.1 Application forms are available at the WMFN Administration Office or directly from the Housing Department.
- 4.2 Applicants shall complete the relevant application form in writing and submit to the Housing Department with all required and requested supporting documents (including budget analysis and verification of household income).
- 4.3 WMFN shall review applications for completeness and to determine eligibility. WMFN may request additional information and documentation, as needed.
- 4.4 Incomplete applications (such as those that lack all required supporting documents) and ineligible applicants (such as those who are not in Good Financial Standing with WMFN) will not be considered. WMFN will contact the applicant to arrange an appointment to review the application.
- 4.5 Complete applications from eligible applicants will be added to the Housing Wait List, except that:
 - a) If there is a history of poor tenancy with WMFN (such as damage, Abandonment, or eviction), WMFN will schedule a meeting with the applicant to review and discuss before the application is added to the Housing Wait List, to confirm the applicant's ability to effectively manage the responsibilities of the program. Additional terms and conditions may apply if the individual is subsequently allocated a Residential Unit.
- 4.6 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.
- 4.7 All applications for housing received by WMFN shall be forwarded to the applicant's respective Family Councillor for information purposes.

5 ALLOCATION OF RESIDENTIAL UNITS

- 5.1 Development of new Residential Units and/or Lots is subject to funding availability and at the discretion of Council, taking into account WMFN's customary values, traditions, and cultures.
- 5.2 When a Residential Unit or Lot becomes available, WMFN will confirm the size of the Residential Unit, and then review the Housing Wait List, alongside the allocation criteria in this Section.
- 5.3 When allocating Residential Units to applicants, WMFN shall consider the location and size of the Residential Unit, applicant household size and composition, applicable occupancy standards, any eligibility requirements specific to the Residential Unit, and the following order of 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 Residential 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 5.1 d)
 - j) WMFN Members who own (with or without a Mortgage) another Residential Unit on or off reserve.
- 5.4 Applicants who have the same priority level will qualify based on the order in which their application was added to the Housing Wait List.
- 5.5 Allocation of Residential Units that have been Repossessed by WMFN will comply with eligibility criteria and these priorities and will also be subject to Section 18.9 regarding re-allocation of the unit.

6 SPOUSAL BREAKDOWN OR DEATH OF A HOMEOWNER

Spousal Breakdown

- 6.1 In keeping with WMFN's customary values, traditions, and cultures, where a Homeowner resides in a Residential Unit with their Spouse, and the Spouses separate before discharging the Mortgage, the Homeowner remains responsible for:
 - a. making payments and fulfilling responsibilities defined in the existing agreements with WMFN (Mortgage and Homeowner Agreements); and
 - b. working with WMFN to effect any changes to the existing arrangement by transfer or otherwise as agreed, noting that only WMFN Members may enter into agreements within this program.
- 6.2 While agreements within this program may only be entered into by and transferred to a WMFN Member, former Spouses may choose who shall reside in the Residential Unit. This includes the option whereby the Homeowner rents the Residential Unit to their former Spouse who is a non-WMFN Member, provided that the Homeowner manages the tenancy.
- 6.3 Notice in writing must be given to WMFN regarding any changes in occupancy following separation.
- 6.4 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".
- 6.5 A Residential Unit within this program creates a customary "interest or right" to the Residential Unit (as that term is defined in the *Family Homes on Reserves and Matrimonial Interests or Rights Act*), which results in a Certificate of Custom Holding, only where the requirements and procedure are completed by a WMFN Member.
- 6.6 If the Homeowner terminates or abandons the Mortgage and Homeowner Agreements, the Residential Unit reverts back to WMFN. Reallocation of the Residential Unit will follow Section 18.9 & 18.10 of this policy (Family has 60-day reallocation opportunity and then Residential Unit reverts to the Nation Owned Rental program). In seeking a reallocation or reverting to the rental inventory, Council may take into account the best interests of

any Dependent WMFN Children who currently reside in the Residential Unit and WMFN's customary values, traditions, and cultures.

Death of a Homeowner

- 6.7 Homeowners are encouraged to make a will that addresses, among other things, their Residential unit.
- 6.8 This program creates a customary "interest or right" to the Residential Unit, which results in a Certificate of Custom Holding only where the requirements and procedure are completed by a WMFN Member.
- 6.9 Where a Homeowner resides in a Residential Unit, and the Homeowner dies before discharging the Mortgage Agreement, the Homeowner's estate is responsible for:
 - a) making payments and fulfilling responsibilities defined in the existing agreements with WMFN (Mortgage and Homeowner Agreements); and
 - b) working with WMFN to effect any change to the existing arrangement by transfer or otherwise as agreed or directed in a valid will, with Notice to WMFN, noting that only WMFN Members may enter into agreements within this program.
- 6.10 WMFN will honour a Homeowner's will approved per the *Indian Act* which validly addresses the disposition of their potential interest in a Residential Unit.
- 6.11 If the Mortgage Agreement 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.
- 6.12 A Homeowner may will their potential interest in a 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.
- 6.13 In keeping with WMFN's customary values, traditions, and cultures, 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 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). The non-WMFN Member is not eligible for a Certificate of Custom Holding for the Residential Unit, even if the Mortgage is discharged during the life estate.

- 6.14 If in their will a Homeowner grants a life estate to a non-WMFN Member Spouse in accordance with Section 6.10, they are encouraged to also name a WMFN Member who will receive the potential interest in 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.
- 6.15 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 6.10. If the criteria are 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 Residential Unit shall revert to WMFN, free of any claim of the Homeowner.
- 6.16 If the Homeowner dies intestate (without a will), the Residential Unit shall revert to WMFN, free of any claim of the Homeowner.
- 6.17 If the Homeowner dies with a will that does not include language to transfer or otherwise provide guidance with respect to the allocation, the Residential Unit shall revert to WMFN, free of any claim of the Homeowner.
- 6.18 If a Residential Unit reverts back to WMFN, the Homeowner's non-WMFN Member surviving Spouse (if any) may be offered a tenancy agreement if they meet the following minimum criteria:
 - a) The Non-Member is an Elder;
 - b) The Non-Member has lived on WMFN Lands for at least 10 years; and
 - c) The Non-Member has a history of good tenancy/residency on WMFN Lands.

For clarity, the tenancy with the Non-WMFN Member shall be deemed a Nation Owned Rental, and the non-WMFN Member is not a Homeowner, or eligible to become a Homeowner. Upon eviction, vacating the Residential Unit, or death of the non-WMFN Member surviving Spouse, Council shall re-allocate the Residential Unit according to Section 18.9 & 18.10 of this policy (Family has 60-day reallocation opportunity and then

Residential Unit reverts to the Nation Owned Rental program). In seeking a reallocation or reverting to the rental inventory, Council may take into account the best interests of any Dependent WMFN Children who currently reside in the Residential Unit, and WMFN's customary values, traditions and cultures.

- 6.19 If a Residential Unit reverts back to WMFN and Section 6.18 does not apply, Council shall re-allocate the Residential Unit according to Section 18.9 & 18.10 of this policy (Family has 60-day reallocation opportunity and then Residential Unit reverts to the Nation Owned Rental program). In seeking a reallocation or reverting to the rental inventory, Council may take into account the best interests of any Dependent WMFN Children who currently reside in the Residential Unit, and WMFN's customary values, traditions, and cultures
- 6.20 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". This program creates a customary "interest or right" to the Residential Unit (as that term is defined in the *Family Homes on Reserves and Matrimonial Interests or Rights Act*), which results in a Certificate of Custom Holding, only where the requirements and procedure are completed by a WMFN Member.

7 CONSTRUCTION

- 7.1 Construction of Residential Units on WMFN Lands financed through this program will be at the discretion of Council.
- 7.2 Where Council directs that new Residential Units shall be constructed with financing through this program, construction shall occur under the direction of the Capital Projects Department, working with the Housing Department in consultation with the prospective Homeowner.
- 7.3 Construction will be managed by a certified project manager (as necessary), and a certified building contractor.
- 7.4 WMFN shall work with the prospective Homeowner to identify unit location, design, and build. Initial scope of work and any change orders must be authorized in writing by WMFN, except where the change order expense will be funded solely by the new homeowner (not included in project financing) and then must be authorized in writing by the homeowner and payment prearranged.
- 7.5 The Lot location shall be determined by WMFN, in accordance with the following restrictions:

- a) New Residential Units will be constructed only in areas designated for residential use within existing subdivision plans, the Community Development Plan, or any exceptions approved by a BCR.
 - b) To the extent possible, Residential Units will be located to take maximum advantage of existing infrastructure such as sewer and water, access roads, and electrical service.
 - c) 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.
- 7.6 Construction of a new Residential Unit financed by a Nation Administered Mortgage 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.
- 7.7 Residential Unit type and plans shall be determined by WMFN, in consultation with the prospective Homeowner prior to construction based on the needs and budget analysis and the following considerations:
- a) any additional requirements (e.g. accessibility), the extra cost of which will be determined prior to construction and added to the total cost of construction and must be preapproved in the budget for the specific Residential Unit.
 - b) inclusion of a fridge, stove, washer, and dryer. Dishwashers are not included unless required for accessibility.
 - c) Whether to include a wood heating system (if and only if installed to Code and deemed appropriate by the prospective Homeowner and WMFN).
- 7.8 Prior to construction:
- a) All necessary financing to WMFN must be in place including MLG;
 - b) A Mortgage Agreement must be signed by the WMFN Member and WMFN;
 - c) A specification sheet must be completed and signed by WMFN, contractor, and Homeowner, to include:
 - House plans that comply with the WMFN Building Standards
 - Lot plan for allocated Lot.
- 7.9 WMFN will enter a New Construction Agreement with the WMFN Member prior to the start of construction.
- 7.10 Residential Unit development may qualify for an ISC subsidy, noting that:
- a) ISC New Construction subsidy amounts are subject to change and the subsidy is allocated to WMFN not to any WMFN Member.
 - b) WMFN will use an ISC subsidy for Lot development as required.

- c) Subsidy amounts remaining after Lot development requirements are completed, may be applied to the cost of the Residential Unit.
- 7.11 Building and electrical inspections must be completed for newly constructed Residential Units, with reports submitted to WMFN prior to occupancy. Inspections must be completed by qualified inspectors.
- 7.12 Prior to occupancy, new Residential Units must:
- a) comply with applicable regulatory and funding requirements and WMFN Building Standards,
 - b) pass all required inspections,
 - c) obtain Occupancy Permits, and
 - d) be insured.
- 7.13 Newly constructed Residential Units must not be occupied until WMFN receives an Occupancy Permit issued by a qualified inspector confirming that the Residential Unit is completed as per the specification sheet and ready for occupancy.
- 7.14 WMFN may issue a stop work order in the event that a Homeowner fails to obtain prior approval of WMFN or fails to comply with WMFN Building Standard or a relevant agreement. The Homeowner must not resume unless and until they outline for WMFN in writing the steps they plan to take to rectify the failure(s) to comply and receive approval from WMFN in writing to resume construction.

8 IMPROVEMENTS

- 8.1 The Homeowner must seek prior written approval of WMFN for Improvements to the existing Residential Unit and Lot in order for WMFN to ensure the value of the Residential Unit and WMFN Lands are maintained for future generations, in keeping with WMFN's customary values, traditions and cultures.
- 8.2 Prior to making a decision about a proposal for Improvements, WMFN must consider and may request further information from the Homeowner regarding:
- a) Potential damage to the existing Residential Unit or Lot.
 - b) Any planned and/or potential Emergency Repairs or renovations that may be required to the Residential 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.

- 8.3 WMFN will approve or reject an Improvements proposal in writing. Where WMFN rejects a proposal, they will provide reasons to explain the decision to the Homeowner.
- 8.4 All Improvements which have been approved in writing by WMFN and implemented by the Homeowner must be inspected by WMFN once complete, and where relevant, may require building code or electrical inspections to be completed by a qualified inspector. If an inspection is required, it shall be at the expense of the Homeowner.
- 8.5 Homeowner Improvements become fixtures and form part of the Residential Unit and, if there is a Mortgage in place, form part of the collateral and are included in the term "Residential Unit".
- 8.6 WMFN may issue a stop work order in the event that a Homeowner fails to obtain prior approval of WMFN or fails to comply with WMFN Building Standard or a relevant agreement. The Homeowner must not resume unless and until they outline for WMFN in writing the steps they plan to take to rectify the failure(s) to comply and receive approval from WMFN in writing to resume construction.
- 8.7 Any unauthorized Improvements that impact the Lot or Residential Unit footprint may be removed at the discretion of WMFN, taking into account any of WMFN's customary values, traditions, and cultures, and any and all associated costs will be the responsibility of the Homeowner.

9 AGREEMENTS

- 9.1 Residential Units within this program are eligible for customary ownership following the full and final repayment of the Mortgage, pursuant to the terms of a Mortgage Agreement.
- 9.2 While the Mortgage Agreement provides the Homeowner with an opportunity for customary ownership in the Residential Unit itself, the Lot on which the Residential Unit is located remains WMFN Lands set aside for the use and benefit of WMFN.
- 9.3 If the Mortgage and Homeowner Agreements are being honoured, the Homeowner is granted an exclusive right to occupy and use the Lot on which the Residential Unit is located.
- 9.4 WMFN will enter a Mortgage Agreement and Homeowner Agreement with all Homeowners in this Program.
- 9.5 The Mortgage Agreement constitutes a loan contract between the Homeowner and WMFN that is secured by the Residential Unit itself. It must be signed by the WMFN Member and WMFN prior to construction commencing or occupancy of an existing Residential Unit.
- 9.6 The Mortgage Agreement will include:

- a) Homeowner information
 - b) Residential unit information
 - c) Payment requirements
 - d) Maintenance requirements
 - e) Repossession due to defaults
 - f) Issuance of Certificate of Custom Holding if fully and finally repaid
- 9.7 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 Residential Unit.
- 9.8 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

10 OCCUPANTS

- 10.1 Homeowners must inform WMFN 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.
- 10.2 Homeowners must notify and update WMFN in advance when the Occupants at the Residential Unit change, and upon request of WMFN.
- 10.3 Homeowners are solely responsible for their Occupants, including paying for repairs where damages are caused by their Occupants.

11 GUESTS

- 11.1 Homeowners must ensure that their Guests do not become Occupants of their Residential Unit unless they have complied with Section 10.2.
- 11.2 Homeowners are solely responsible for their Guests, including paying for repairs where damages are caused by their Guests.

12 PETS

- 12.1 Homeowners may keep domestic pet(s) at a Residential Unit with prior written Notice to WMFN. 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
- 12.2 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.
- 12.3 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.

13 QUIET ENJOYMENT

- 13.1 In keeping with WMFN's customary values, traditions, and cultures, 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 WMFN's right to enter the Residential Unit in accordance with this Policy;
 - d) Exclusive use of the Lot where the Residential Unit is located (provided it is not a Common Area) subject to the WMFN right to enter the Lot in accordance with this Policy; and
 - e) Use of Common Areas (if any) for reasonable and lawful purposes, free from significant interference.
- 13.2 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.

- 13.3 Disturbance complaints should be submitted to WMFN. If a complaint is received verbally, WMFN will work with the complainant to record the information in written form for WMFN's housing files. Homeowners are also encouraged to file a complaint with the appropriate authority, where relevant (e.g. RCMP).
- 13.4 After getting a disturbance complaint from a Homeowner, WMFN will take steps to address the problem. This may include actions up to and including intervention by the RCMP as required. For example, WMFN may need to speak to a Homeowner about noise if it bothers neighbouring Tenants or Homeowners by:
- a) Talking to the disruptive Homeowner(s) or Tenant(s) about the problem;
 - b) Letting the Homeowner who complained know what's being done to address the issue;
 - c) Following up with the disruptive Homeowner(s) or Tenant(s) 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 or Tenant doesn't fix the problem (e.g. Notice of default and Repossession).
- 13.5 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.

14 GIVING NOTICE

- 14.1 WMFN and Homeowners may serve each other Notices. Notices need to be in writing and all parties should keep copies for their records.
- 14.2 The following table sets out acceptable methods for delivery of Notices from WMFN. to a Homeowner, and when a Notice is considered received:

Method by WMFN:	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 delivered – this is NOT an acceptable method
Using text messaging	Not delivered – this is NOT an acceptable method

14.3 The following table sets out acceptable methods of Notice from the Homeowner to WMFN, and when a Notice is considered received:

Method by Homeowner	It's considered received by WMFN...
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 delivered – this is NOT an acceptable method

15 WMFN RIGHT TO ENTER

15.1 WMFN may enter:

- a) any Common Areas, without Notice;
- b) the Residential Unit or Lot to complete or inspect agreed upon repairs and maintenance, with Notice;
- c) the Residential Unit or Lot if there is suspected extraordinary damage or significant risk to the unit, with Notice;
- d) the Residential Unit or Lot if there is an emergency and entry is necessary to protect life or property, without Notice.

15.2 WMFN may enter a Residential Unit or Lot in one of the following circumstances:

- a) the Homeowner is home and agrees to let WMFN in;
- b) the Homeowner agreed in advance to let WMFN enter;
- c) the Homeowner was given written Notice outlining the date, time and purpose of entry, and the Notice was considered received at least 24 hours before, and not more than 30 Days before the entry.

16 MORTGAGE PAYMENTS

- 16.1 Mortgage payments must be paid in full and on-time by the day its due.
- 16.2 Mortgage payment amounts will be determined by considering the mortgage terms that WMFN has with the financial institution (including principal, interest, amortization).

Increases

- 16.3 WMFN may give a Mortgage payment increase at each renewal date of WMFN's mortgage with the financial institution.
- 16.4 WMFN may increase Mortgage only up to the amount:
 - a) calculated in accordance with this Policy; or
 - b) calculated in accordance with the interest rate set by the financial institution in relation to WMFN's mortgage.
- 16.5 WMFN must give the Homeowner a Notice at least three months before the effective date of the Mortgage increase.
- 16.6 WMFN must not apply a Mortgage increase retroactively.

Absences

- 16.7 If a Homeowner is to be absent for more than thirty (30) Days, written Notice to WMFN is required and arrangements must be made for payment of Mortgage and Homeowner Fees, and continued supply of power and heat within the unit. In emergency situations, Notice must be made as soon as practicable after the absence has begun.

17 DEFAULTS ON MORTGAGE PAYMENTS

- 17.1 If payment of the Mortgage is late WMFN shall issue a Notice of payment default to the Homeowner within 7 Days of payment due date.
- 17.2 The Homeowner must either pay all of 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, WMFN shall issue a Notice of meeting, in keeping with WMFN's customary values, traditions and, cultures to discuss any barriers or challenges to paying the Mortgage, and to 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.
- 17.3 At the request of the Homeowner, their Family Counsellor may attend the meeting referred to in Section 17.2 to assist in solution development, in a role of advocate for the Homeowner. The Homeowner is responsible for

giving their Family Counsellor Notice of the meeting and confirming their attendance. Final decisions arising from the meeting remain the responsibility of the Director of Operations. If a matter arising from the meeting is appealed, in accordance with the WMFN Appeals Policy, to Council following a meeting where a Family Counsellor played an advocacy role, that Family Counsellor may continue to serve in their advocacy role, and after hearing from the Homeowner, Family Counsellor-advocate, and relevant staff, a decision will be made by a quorum of Council excluding the Family Counsellor-advocate.

- 17.4 If the Homeowner does not attend the meeting, does not pay all amounts owing, and does not enter a Repayment Agreement, WMFN shall issue a 10-day Notice of default and Repossession.
- 17.5 After receiving a Notice of default and Repossession, the Homeowner must do one of the following:
- a) pay all amounts owing;
 - b) schedule a meeting with the Director of Operations and Housing Department to negotiate and sign a Repayment Agreement;
 - c) sign a Repayment Agreement; or
 - d) vacate the Residential Unit by 1PM on the date set out in the Notice.

If the Homeowner does not do one of these four options, WMFN may notify the RCMP of the Repossession to ensure WMFN can secure vacant possession of the Residential Unit

Where a Homeowner misses a payment owing to WMFN pursuant to a Mortgage Agreement, those amounts are considered “arrears” and monies owing to WMFN, even if there is a Repayment Agreement in place. The amount in arrears (including arrears subject to a Repayment Agreement) in relation to the Residential Unit must never exceed the value of one (1) months’ worth of Mortgage Payments for that Residential Unit.

- 17.6 If a Homeowner defaults on a Repayment Agreement related to their Residential Unit Mortgage Payments or arrears exceed the value of one (1) month’s worth of Mortgage Payments, WMFN shall deliver a 14-day Notice of default and repossession. The Notice shall be cancelled automatically if the Homeowner:
- a) pays all of what’s owing;
 - b) pays enough of what’s owing that the amount in arrears is equal to or less than one (1) months’ worth of Mortgage Payments; or
 - c) vacates the Residential Unit by 1PM on the date set out in the Notice.

If the Homeowner does not do one of these three options, WMFN may notify the RCMP of the Repossession to ensure WMFN can secure vacant possession of the Residential Unit as soon as reasonably possible.

- 17.7 Any Homeowner that is employed by WMFN and is not in Good Financial Standing due to arrears related to a Residential Unit, will be subject to WMFN automatically deducting up to 30% from their pay cheques and honorariums each pay period until the arrears are paid off in full. This is subject to the terms of a Repayment Agreement.
- 17.8 Where a Homeowner is late paying Mortgage Payments for 3 consecutive months, without written preauthorization from WMFN, WMFN may issue a Notice of default and repossession. The Notice of default and repossession shall be cancelled automatically if the Homeowner provides post-dated cheques for the next 6-months or makes other arrangements to demonstrate due amounts will be paid on time moving forward. If the Homeowner does not make such arrangements, WMFN may notify the RCMP of the Repossession to ensure WMFN can secure vacant possession of the Residential Unit as soon as reasonably possible after the deadline set out in the Notice of default and repossession.

18 REPOSSESSION

- 18.1 WMFN may repossess a Residential Unit, with Notice, for the following reasons:
- a) the Homeowner has Abandoned the Residential Unit.
 - b) the Homeowner is in default on the Mortgage Agreement, including default on payments as outlined in Section 17.
- 18.2 WMFN may repossess a Residential Unit for cause by issuing a Notice of default and Repossession where the Homeowner fails to make a monthly or other payment owing under the Mortgage Agreement or fails to uphold their other obligations set out in the Mortgage Agreement and/or this Policy. This includes where:
- a) the Homeowner:
 - i is late paying the Mortgage at least 3 consecutive months (see Section 17.8);
 - ii defaults on a Repayment Agreement negotiated for repayment of arrears (see Section 17.6);
 - iii has broken a material term of the Mortgage Agreement;
 - b) the Homeowner or their Guests or Occupants have:
 - i caused extraordinary damage or put the Residential Unit or Lot at significant risk;
 - ii damaged the Residential Unit or Lot beyond reasonable wear and tear;
 - iii seriously risked the health, safety, or rights of WMFN, the community or neighbours;
 - iv significantly interfered with or unreasonably disturbed WMFN, the community or neighbours;
 - v engaged in Illegal Activity that has adversely affected the quiet enjoyment, security, safety, or physical well-being of WMFN, the community, or neighbours;
 - vi engaged in Illegal Activity that has caused or is likely to cause damage to the Residential Unit or Lot beyond reasonable wear and tear; or
 - vii engaged in Illegal Activity that has risked a lawful right or interest of WMFN, the community or neighbours.
- 18.3 If an appeal is filed in relation to a Notice of default and repossession in accordance with WMFN Appeals Policy, the Repossession shall be placed on hold until the appeal is resolved, however, Mortgage Payments and Homeowner Fees will continue to apply during that appeal period.
- 18.4 Following a Repossession or where a Residential Unit has been Abandoned, if necessary, WMFN will remove possessions from the Residential Unit and store possessions for a maximum of three (3) months. Costs associated with removal and storage will be accrued to the former Homeowner. WMFN shall not be responsible for any lost, stolen, or damaged items.

- 18.5 In the event of a Repossession, the Homeowner shall vacate the Residential Unit and Lot by 1PM on the date included in their Notice of default and Repossession.
- 18.6 When vacating a Residential Unit in this program, the Homeowner is responsible for leaving the unit in a clean, mortgageable condition (See Move Out Guide).
- 18.7 Where the Homeowner fails to meet provisions of Section 18.6 as required and confirmed during the post occupancy inspection by WMFN, WMFN shall arrange for cleaning and repairs necessary to return the Residential Unit and Lot to a clean and mortgageable condition.
- 18.8 Where the former Homeowner fails to meet the requirement of Section 18.6, this failure will be documented in the former Homeowner's housing file and considered where relevant to WMFN's future decisions, including housing applications from the former Homeowner. WMFN shall re-key the Residential Unit following a Repossession.
- 18.9 Where a Residential Unit has been repossessed, WMFN shall seek to re-allocate the Residential Unit to a WMFN Member of the same Family as the former Homeowner to assume payments on the Mortgage Agreement moving forward. Notice will be given to the relevant Family Councillor to encourage eligible WMFN Members within that Family to apply. The Eligibility and Allocation criteria (Sections 3 & 5) continue to apply. The Mortgage Agreement may be assumed by a new WMFN Member; however, any arrears owing as a result of default by the former Homeowner, remain debts owed by the former Homeowner.
- 18.10 If the Residential Unit cannot be reallocated to an eligible WMFN Member within that Family within sixty (60) Days, the unit shall revert to WMFN and be used thereafter as a Nation Owned Rental unit.
- 18.11 Residential Units that are re-allocated or become Nation Owned Rentals shall receive an initial post-occupancy inspection and any required repairs/maintenance to ensure compliance with health and safety requirements and prepare the unit for future occupancy.

19 HOMEOWNER FEE AND DEFAULTS ON PAYMENT

- 19.1 Homeowners must pay monthly Homeowner Fees to WMFN for the services provided by WMFN for the Residential Unit.
- 19.2 Services include:
- a) Water
 - b) Sewer
 - c) building insurance
 - d) solid waste (garbage/recycling) removal and disposal
 - 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
 - g) pest prevention and mitigation on the lot (e.g. ant hills).
- 19.3 WMFN will provide Notice to the Homeowner in the event that the services are updated or changed.
- 19.4 WMFN may increase the Homeowner Fees with at least three (3) months Notice.
- 19.5 If payment of Homeowner Fees is late, WMFN shall deliver a Notice of payment default to the Homeowner within 7 Days of payment due date.
- 19.6 The Homeowner must either pay 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, WMFN shall issue a Notice of meeting in keeping with WMFN's customary values, traditions, and cultures to discuss and better understand what's going on and any barriers or challenges to paying, and to 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.
- 19.7 WMFN 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 Homeowner Fees owing, and has not scheduled a meeting or attended a scheduled meeting to negotiate a Repayment Agreement.
- 19.8 Unpaid Homeowner Fees will be considered a debt owing to WMFN and impacts the financial standing of the Homeowner with WMFN.

20 MAINTENANCE AND REPAIRS

- 20.1 WMFN will provide certain infrastructure services to Residential Units in this program as outlined in the Homeowners Agreement. (see Section 19.2).
- 20.2 The Homeowner is responsible for all other Residential 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 Residential Unit and/or Lot; ;
 - d) renovations, alterations, additional structures, and any other Improvements; and
 - e) pest prevention and mitigation for pests inside the unit except for pests that could transfer to other units and result in additional damage or larger infestation (e.g. termites and bedbugs).
- 20.3 WMFN is not responsible for the cost or conduct of repairs or maintenance to Residential Units in this program apart from what is provided in exchange for Homeowner Fees. Subject to availability of staff and scheduling, the Homeowner may contract with WMFN to provide repairs and maintenance, with a written agreement outlining the Homeowner's responsibility to pay the costs associated.
- 20.4 If a Homeowner is to be absent for more than thirty (30) Days, Notice to WMFN is required and arrangements must be made for payment of Mortgage and Homeowner Fees, and continued supply of power and heat within the unit. In emergency situations, Notice must be made as soon as practicable after the absence has begun.
- 20.5 Homeowners may be eligible for ISC and other grant funding for Major Repairs and renovations. Subject to availability of funding and scheduling, WMFN 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 Residential Units in this program.

21 RESPONSIBILITIES WHEN LIVING ON WMFN LANDS

- 21.1 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 in keeping with WMFN's customary values, traditions, and cultures. They are not exhaustive.
- 21.2 Illegal Activities: A Residential Unit must not be used for Illegal Activities. If WMFN determines, acting reasonably, that the Homeowner (or their Guest or Occupant) is using the Residential Unit and/or premises for Illegal Activities, WMFN may report such activities to the RCMP, or take such other steps it considers appropriate in accordance with its customary governance practices (including seeking vacant possession of the Lot). Determinations regarding Illegal Activities shall be based on reports /complaints from WMFN Members and Community Members and/or outside authorities (e.g. RCMP, MCFD, etc.). Such reports / complaints will be investigated as required prior to Council decision on the basis of such reports / complaints.
- 21.3 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 Lot and/or surrounding lands and vegetation;
 - c) unauthorized installation or erection of buildings and structures on the Lot 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, WMFN is authorized to and shall charge the responsible Homeowner an additional penalty of 10% of the cost incurred, or \$100, whichever is greater.
- 21.4 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.

- 21.5 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 WMFN 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 WMFN has provided prior written approval. WMFN may only give approval for reasonable connection requests lasting for three (3) months or less.
 - d) 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.
 - e) The Homeowner is solely responsible for insuring, or confirming insurance, for any RV parked on their Lot.
 - f) The Homeowner must not allow an RV to be used as overnight accommodation for more than three (3) consecutive months.
 - g) Upon request, Homeowners must supply to WMFN 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.
- 21.6 Firearms: Homeowners must ensure that firearms are stored in a safe and secure manner in accordance with applicable laws.

22 MORTGAGE DISCHARGE AND CERTIFICATE OF CUSTOM HOLDING

- 22.1 Upon final payment of the Mortgage financing the Residential Unit, the Mortgage Agreement will be discharged provided that:
- a) The Homeowner has met all the terms and conditions of the Mortgage Agreement;
 - b) All associated charges (including housing and administrative costs associated with repairs and maintenance owed by the Homeowner to WMFN) have been paid in full;
 - c) Proof of content and liability insurance is provided;
 - d) The Homeowner has a current, signed Homeowner Agreement; and
 - e) The Homeowner is in Good Financial Standing.

Mortgage Discharge process:

- 22.2 Following the final payment of the Mortgage financing the Residential Unit, WMFN shall deliver a Notice confirming that the Mortgage has been paid in full. The Notice will include a request for the Homeowner to meet with WMFN to review the terms and conditions to discharge the Mortgage set out in Section 22.1, and to discuss the financial and physical responsibilities of the Homeowner once the Mortgage is discharged (i.e. insurance, maintenance, and repairs).
- 22.3 WMFN shall provide the Homeowner with a summary outlining any outstanding costs required to discharge the Mortgage Agreement in accordance with the requirements set out in Section 22.1.
- 22.4 Once the conditions in Section 22.1 have been satisfied, the Mortgage will be discharged and WMFN shall issue a Certificate of Custom Holding to the Homeowner for the Residential Unit, as authorized by a BCR.
- 22.5 No Certificates of Possession (C.P.'s) of land shall be given by Council within WMFN Lands.
- 22.6 Upon issue of a Certificate of Custom Holding, the Homeowners Agreement continues to apply, and the Member-Owned Homes Policy will apply to the Residential Unit, which will now be considered a Member-Owned Unit.

REVIEWED & RECOMMENDED

This WMFN Nation Administered Mortgage Housing Policy has been reviewed and approved by a quorum of Council on April 25, 2018, coming into force on April 25, 2018:

Councillor: Dean Dokkie

Councillor: Robyn Fuller

Councillor: Clarence Willson

Councillor:

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

March 19, 2024 (General Review and Amendment)

August 20, 2024 (Parking)

November 12, 2024 (RV Parking)

August 5, 2025 (Annual review and amendments; Authorized Representative; Illegal Activities; Stop Work Order; Pest Prevention and Mitigation)

March 24, 2026 (Death of a Homeowner; Introduction)