



**WHITEFISH RIVER FIRST NATION
HOUSING POLICY**

APPROVED BY CHIEF AND COUNCIL

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Glossary of Terms

When used in this Policy, the following definitions apply:

“Arrears” means Rent or other housing-related payments that have come due to WRFN or a bank and have not yet been received.

“Arrears Agreement” means an agreement between a Tenant and WRFN that stipulates the amount and due dates for Arrear payments as described in section 3.7 of this Policy and which contains the information in Appendix 11.

“Band Member” or **“Citizen”** means a member of WRFN whose name appears on or is eligible to appear on the WRFN band member/citizenship list.

“Band-Administered Home” means a house, or other residential property owned and administered by the WRFN Housing Department and includes Rental Units, CMHC Financed Homes and houses or other residential property the legal right of possession to which has been transferred to WRFN as security for a Housing Loan or loan guarantee.

“Borrower” means a Band Member or Citizen that enters into a loan or mortgage agreement with WRFN and/or a bank for the purchase, re-financing, or renovation of a Band-Administered Home, the construction of a new home, or the purchase, re-financing, or renovation of a Privately Owned Home.

“CMHC” means the Canada Mortgage and Housing Corporation.

“CMHC Financed Home” means a house or other residential property that is being financed through a CMHC program.

“Council” means the Chief and Council of WRFN.

“CP” means a Certificate of Possession or individual right of legal possession of WRFN reserve land allotted in accordance with section 20 of the *Indian Act*.

“Default” means a failure by a Borrower to make payment(s) owed to WRFN and/or a bank that entitles WRFN and/or the bank to commence Eviction and/or foreclosure proceedings as a result.

“Eviction” means the action taken by WRFN to remove a Tenant or a Borrower from a Band-Administered Home for failing to comply with this Policy and/or the conditions of an agreement.

“FNMHF” means the First Nations Market Housing Fund.

“Homeowner” means a Band Member who has a right of possession under the *Indian Act* to a home or residential property or to a home or residential property the legal right of possession to which has been pledged to WRFN as security for a Housing Loan or WRFN loan guarantee.

“Homeownership Program” means all laws, policies, agreements and activities related to the funding, development, establishment, allocation and purchase of a Band-Administered Home or the construction of a new house or other residential property by a Band Member.

“Home Improvement Loan” means a loan from WRFN to a Homeowner to pay for emergency and/or structural repairs to their home.

“Housing Application” means an application to reside in a Rental Unit as described in section 3.1 of this Policy, or an application for a Housing Loan as described in section 4.4 of this Policy, and which contains the information in Appendix 1.

“Housing Department” means the Housing Manager, Tenant Counselor and housing staff who are responsible for administering all Housing Programs.

“Housing Loan” means a loan from WRFN to a Band Member that is to be used to purchase a Band-Administered Home or construct a new home.

“Housing Manager” means the WRFN employee responsible for managing the day to day operations of the Housing Department and the Housing Programs.

“Housing Programs” means the Homeownership Program, Rental Housing Program, Market Based Housing Program and any other housing program that the Housing Committee implements in accordance with this Policy.

“Immediate Family” means Spouses, parents, siblings and children.

“Market Based Housing Program” means all laws, policies, agreements and activities related to the funding, development, establishment, allocation and purchase, re-financing, or renovation of a Band-Administered Home, the construction of a new home, or the purchase, re-financing, or renovation of a Privately Owned Home through a First Nation Market Based Housing Fund program.

“Non-member” means a person that is not a Band Member or Citizen.

“Privately Owned Home” means a house or other residential property to which a Band Member has a right of possession under the *Indian Act*.

“Proof of Income” is the requirement for the tenant to supply the Housing Department with documentation to verify annual income of the household and can include T-4's, Revenue

Canada Notice of Assessment (T451), or other such documented proof of income as required by the Housing Department.

“Rent” means an amount paid or required to be paid by a Tenant to WRFN in return for the right to occupy a Band-Administered Home.

“Rental Agreement” means a written agreement between WRFN and a Tenant that confers the right to occupy a Band-Administered Home, and includes any renewal of a Rental Agreement.

“Rental Unit” means a Band-Administered Home that is occupied by a Tenant.

“RRAP” means the Residential Rehabilitation Assistance Program administered by CMHC.

“Spouse” means either of two (2) persons who are married to each other or who have lived with each other in a marriage-like relationship for a period of at least two (2) years and includes persons of the same gender.

“Tenant” means a person who pays Rent or who is required to pay Rent to WRFN in return for the right to occupy a Band-Administered Home.

“Waiting List” means the list of active Housing Applications on file with the Housing Department.

“WRFN” means the Whitefish River First Nation.

Any defined term will be read as having an appropriate corresponding meaning if referred to in the singular, plural, verb, or noun form.

1.0 INTRODUCTION

1.1 Mission Statement

To provide housing options for adequate, safe, affordable and energy efficient housing for our members, that meets all applicable building standards.

1.2 Purpose

WRFN has developed this Housing Policy for the betterment of our community. Having a structured Housing Policy will provide Chief and Council, the Housing Committee and the Housing staff with a framework to deliver the Housing Programs to all Band Members/Citizens in a manner that is unbiased, transparent and fair.

1.3 Guiding Principles

In conjunction with Chief and Council, the Housing Committee, and Housing Department staff the following principles have been established. These **Guiding Principles** will remain to accommodate our First Nation membership:

- Chief & Council has delegated the responsibility for the administration and implementation of the Housing Programs to the Housing Committee and Housing Staff;
- Build safe, affordable and energy efficient housing for our members;
- Develop a proper maintenance program to ensure a minimum level of health and safety;
- To extend the useful life of our existing housing stock;
- Create local employment and provide training opportunities for our members to develop certified trade skills;
- Develop housing for Band member/citizens; and
- To promote homeownership by providing eligible members with access to affordable and competitive mortgages through the Market Based Housing Program.

1.4 Application of this Policy

This Policy establishes guidelines, procedures, policies and criteria applicable to:

- Governance of WRFN Housing Programs;
- Tenants and other Band members who occupy a Band Administered Home, or who wish to apply to reside in a Band Administered Home;
- Band members with loans; or who wish to apply for a loan, for home purchase, construction or renovation; and
- Where indicated in this Policy, Homeowners and Borrowers.

2.0 GOVERNANCE

2.1 Composition and Selection of the Housing Committee

The WRFN Housing Committee will consist of a minimum of three (3) and no more than five (5) on-reserve Band member/citizens, as well as one Council representative, who is a non-voting member. Quorum shall be 50% plus 1 of the voting members of the Housing Committee.

A New Housing Committee member shall be recruited and appointed by Council whenever an existing Housing Committee member resigns or is removed from the Housing Committee.

Not more than one member from the same Immediate Family can sit on the Housing Committee at the same time.

In order to be eligible for appointment to the Housing Committee a person must:

- be a registered on-reserve Band member/citizen;
- be at least eighteen (18) years of age;
- be in compliance with the Housing Policy;
- have a sincere desire to help serve the Band Members in a fair transparent manner, act in a non-judgmental fashion, and not engage in nepotism; and
- have a good knowledge of the WRFN's housing needs.

If appointed, a member of a Housing Committee must:

- understand and agree to enforce this Policy;
- sign the Code of Confidentiality (Appendix 19), and follow the Conflict of Interest Guidelines;
- agree not to engage in nepotism or participate in decisions in which he or she is in a conflict of interest; and
- make fair and unbiased decisions.

2.2 Terms of Housing Committee

The term of each Housing Committee member shall be on-going, unless he/she resigns or is removed from the Housing Committee.

2.3 Housing Committee Meetings

Housing Committee meetings are scheduled once a month, with emergency meetings scheduled as required.

The Chairperson and Housing Committee members are entitled to receive an honorarium every month for attending regular scheduled meetings. The honorarium is \$100 per month for the Chairperson and \$50 per month for all other Housing Committee members. In order to receive

the honorarium, the Housing Committee member or Chairperson must be present at the regular monthly meeting and must be present for the entire meeting.

A per diem is payable for attendance at workshops and off site meetings, when attendance is required. Per diems are paid quarterly. If a Housing Committee member receives a per diem to attend a function and fails to attend the function, the Housing Committee member will be required to reimburse WRFN for the entire per diem.

2.4 Removal of a Member from the Housing Committee:

A member of the Housing Committee shall be removed from the Housing Committee by Council for any of the following reasons:

- a breach of Confidentiality;
- a breach of Conflict of Interest;
- failing to comply with any part of this Policy that applies to them;
- missing two (2) consecutive meetings without valid reason; or
- violating Section 3.9.1 of the Whitefish River First Nation Personnel Policy.

Where a Housing Committee member is removed from the Housing Committee, a replacement will be appointed by Council, if necessary.

2.5 Roles & Responsibilities

2.5.1 Housing Committee

The Housing Committee shall:

- implement the Policy and Housing Programs and ensure the Policy is enforced in a consistent and transparent manner by the Housing Department;
- ensure the effective and efficient operation of the Housing Programs;
- review and make recommendations to Council for changes to this Policy on an annual and as- needed basis;
- review all Housing Applications on a timely, regular basis;
- recommend Rental Unit allocations to Council based on scored Housing Applications and the application requirements and criteria set out at sections 3.1 and 3.2 of this Policy;
- recommend Housing Loans to Council based on scored Housing Applications and the application requirements set out at s. 4.3 of this Policy.
- review Homeowner applications for Home Improvement Loans and recommend Home Improvement Loans to Council based on approved applications;
- acknowledge warnings, Arrears, and Eviction Notices as provided by the Housing Department and provide recommendations to Chief and Council;
- prepare for meetings by reading relevant reports and letters;

- attend all community meetings (such as Annual General Meetings), as required; and
- keep up to date with relevant First Nations Policies.

For clarity, the Housing Committee and its members will **NOT** have direct day-to-day responsibility for operations and Housing Program management.

2.5.2 Housing Manager and Tenant Counselor

The Housing Manager, Tenant Counselor and housing staff, in cooperation and consultation with the Executive Director, shall be responsible for administration of all Housing Programs. Any matters deemed to be urgent by the housing staff, where approval of the Housing Committee is required, shall be dealt with by calling an emergency Housing Committee meeting.

With the cooperation and assistance of the housing staff, the Housing Manager shall:

- enforce the Policy in a consistent transparent manner;
- prepare agendas and take minutes for all Housing Committee meetings;
- prepare and present annual Housing Department budgets to Council;
- ensure inspections are performed on all work done on Band-Administered Homes by qualified inspectors, before, during and after work is done;
- accompany qualified inspectors during all inspections of work on Band-Administered Homes;
- ensure reports are prepared and presented to the Housing Committee, and where required to Council;
- advise the Housing Committee and Council on the implications of any transaction or policy changes contemplated;
- manage and carry out the day to day operations required to implement and oversee the Housing Programs and other related duties;
- accept and score Housing Applications for review by the Housing Committee;
- keep the Housing Committee and Council up-to-date on workshops, training, funding opportunities, and any relevant correspondence;
- collect rent and issue receipts;
- ensure monthly payments from welfare, and payroll are being made;
- update the Housing Committee and Council on all Tenants who owe Arrears on a monthly basis;
- ensure adherence to all applicable building, labour and safety codes, laws and guidelines;
- maintain and update Tenant files, the Waiting List and renovation requests;
- review and, where appropriate, approve Tenant requests to make any renovations, alterations, additions or improvements to Band-Administered Homes;
- provide construction and renovation updates to the Housing Committee;
- deliver a basic home maintenance training workshop for all new Tenants before they get keys to a Rental Unit; and

- promote and manage the Housing Programs, including the Homeownership Program.

The Tenant Counselor shall:

- implement the arrears management plan of this Policy;
- provide Tenants with counseling as required;
- provide orientation to Tenants;
- maintain a database on all housing accounts;
- maintain copies of all Tenant, Homeowner and Borrower insurance policies; and
- maintain control of rent receipts and cheques.

2.5.3 Chairperson

The Chairperson shall be a Housing Committee member who has been nominated and voted into the position by the other Housing Committee members. The Chairperson's responsibilities include, but are not limited to:

- calling Housing Committee meetings;
- ensuring that a quorum is present before business is conducted;
- developing the agenda and following up on old business;
- reading the minutes of the last meeting;
- amending the minutes of the last meeting where amendments are necessary and approved;
- introducing new business;
- setting the date of the next Housing Committee meeting;
- calling special meetings and notifying Housing Committee members of special meetings at least 48 hours prior to the special meeting, unless the special meeting is an emergency meeting;
- maintaining order;
- attempting to facilitate consensus, and if consensus cannot be achieved, oversee voting on Housing Committee decisions and recommendations, ensuring that the business of the meeting proceeds smoothly and that the meeting stay on topic according to the agenda;
- calling for recommendations and ensuring that recommendations are approved on a consensus basis for all business decisions of the Housing Committee;
- ensuring all Housing Committee members present at a meeting have an opportunity to debate and discuss a recommendation;
- after substantive debate and discussion, calling for a vote on recommendations and ensuring that recommendations are seconded for all business decisions of the Housing Committee;
- representing WRFN on all on and off-reserve meetings, conferences or workshops on housing issues, as directed by the Housing Committee; and

- acting as a liaison between Council and membership, if the Council Representative is not available.

2.5.4 Council Representative

The responsibilities of the Council Representative, who is a non-voting member of the Housing Committee, include:

- acting as liaison between Council and membership;
- representing the Housing Committee at external meetings or events; and
- attending WRFN Annual General Meetings.

3.0 RENTAL HOUSING

Section 3 and its sub-sections apply to all Tenants and all Rental Units.

3.1 Rental Unit Application Requirements

The following requirements must be met by persons who wish to be considered for allocation of a Rental Unit. If any of these requirements are not met, the Housing Department: shall not accept the Housing Application; shall not forward it to the Housing Committee; and shall advise the applicant that the application requirements were not met.

1. Housing Application Form

In order to be considered for allocation of a Rental Unit, the person must complete and submit a Housing Application form (Appendix 1) to the Housing Department. All Housing Applications must be completed in full. Housing Applications must be updated annually by the applicant; Housing Applications that have not been updated for one (1) year or more will be considered inactive and will be removed from the Waiting List.

2. References Requirement

Applicants must provide at least three written references, which could include an employer, social services worker, present or previous landlord, or a person who is not an Immediate Family member of the applicant. References from Council will not be accepted for conflict of interest reasons and to keep the application process unbiased and transparent.

3. Membership Requirement

Only Band Members and Non-member custodial parents of minor Band Member children are eligible to apply for a Rental Unit.

4. Age Requirement

To apply for a Rental Unit, the applicant must be at least eighteen (18) years of age or older, unless there are extenuating circumstances. Some of the extenuating circumstances that may be taken into account are:

1. Health Issues of the applicant;
2. Health and Safety of the applicant and any dependents;
3. Overcrowding;
4. Accessibility;
5. Family Violence;
6. Child Welfare;
7. The fact the applicant is under 18 but has withdrawn from parental control;
8. Marital breakdown and/or change in marital status;
9. Fire to home; and/or
10. Acts of God.

5. Income Requirement

Applicants must provide evidence of sufficient income to support Rent payments, such as pay stubs, training allowance, or consent release forms from Social Services.

6. Overcrowding, Medical Issues and Eligibility for a New Housing Allocation

Given the size of the Waiting List, existing Tenants will not be eligible to apply for allocation of a different Rental Unit unless there is evidence of overcrowding or medical issues.

7. Family Make-up

If the family make-up changes after a Rental Unit has been allocated, the Housing Committee reserves the right to reassess the allocation on a case-by-case basis. If it is determined that a Tenant lied about their family make-up on their Housing Application, the Tenant will be Evicted. If it is determined that the allocation is no longer appropriate because of changes to the family make-up, the Rental Agreement may be terminated in accordance with its terms, and if the Tenant submits a new Housing Application it will be placed on the Waiting List.

8. Arrears & Rental History

Applicants with Arrears will not be considered for allocation of a Rental Unit until the Arrears are paid in full.

If a Tenant was Evicted from a Band-Administered Home, they will not be eligible to apply for another Band-Administered Home for two (2) years after the date of the Eviction.

3.2 Criteria for Rental Housing

1. The purpose of the selection criteria is to select applicants on the basis of relative merit and in accordance with the community housing goals and this Policy. A completed Housing Application (Appendix 1) will include the information needed to score the Housing Application in accordance with the Rental Scoring Guide (Appendix 3). The Rental Scoring Guide will provide an assessment of the current living conditions, affordability analysis (utilities and rent) and confirmation of household size.
2. Since the Housing Department is unlikely to receive sufficient funding in any one year to provide housing to all applicants, scores assigned to Housing Applications in accordance with the Rental Scoring Guide will be used to **assist** in determining who will be allocated a Rental Unit in any particular budget year. This system will serve as a tool to ensure that no nepotism or conflict arises. In addition to Housing Application scores, Council may consider such things as past rental history and the existence of Arrears when allocating housing.
3. The Housing Manager will score each Housing Application in accordance with the Rental Scoring Guide and scores will then be reviewed by the Housing Committee. After approving Housing Application scores, the Housing Committee will recommend allocations to Council based on the scores assigned and Council will make the final decision on allocations. The Conflict of Interest guidelines must be followed by all Housing Committee members when making recommendations to Council.
4. If two Housing Applications receive the same score, the tie shall be broken by who applied first according to the dates recorded on the Housing Applications.

3.3 Rental Agreements

1. The Rental Agreement has been developed to protect the Rental Unit, the Tenant and WRFN. The Rental Agreement sets out the Tenant's obligations and the obligations of WRFN. A copy of the Rental Agreement is included in this Policy as Appendix 4.
2. Rental Agreements are prepared to be generally consistent with current provincial legislation as well as the goals and rules set out by WRFN in this Policy or otherwise.
3. Prior to entering into a Rental Agreement, the Housing Department will complete an in-person meeting with the Tenant to explain all aspects of the Rental Program and the Rental Agreement, including rules imposed on Tenants, charges payable by Tenants and consequences for breach of the Rental Agreement and/or this Policy.
4. A Rental Agreement shall be signed by the Housing Department and the Tenant prior to occupancy of a Rental Unit by a Tenant. The original copy of the Rental Agreement shall be kept by the Housing Department and a copy shall be provided to the Tenant.

5. The Rental Agreement shall be renewed on an annual basis to reflect any policy updates, list occupants, contact information or Rent changes. If the Rental Agreement is not renewed, the Rental Agreement shall remain in effect as a month-to-month tenancy on the same terms.

The Tenant is responsible for complying with all terms of the Rental Agreement.

3.4 Tenant Responsibilities

Every person who lives in a Rental Unit has certain responsibilities which must be adhered to in order for them to continue occupying the house. In general, all individuals must comply with WRFN laws, bylaws and policies, including the terms of this Policy.

In addition, every Tenant who occupies a Rental Unit must enter into and sign a Rental Agreement and comply with its terms. It is the responsibility of all individuals living in a Rental Unit to become familiar with all of their responsibilities and obligations.

1. The following is a non-exhaustive list of some of the key responsibilities of Tenants with respect to Rental Units:
 1. enter into and sign a Rental Agreement at the beginning of any new tenancy and prior to moving into a Rental Unit;
 2. attend a basic home maintenance workshop prior to moving into a Rental Unit;
 3. pay the first and last month's Rent prior to moving into a Rental Unit;
 4. enter into and sign a new Rental Agreement each year;
 5. comply with all the terms of the Rental Agreement and this Policy;
 6. pay rent regularly and on time, as per the terms of the Rental Agreement and this Policy; pay for heating, electricity and other utilities;
 7. ensure that all utilities and other services are in an Tenant's name (or the name of another person residing in the Rental Unit who has agreed to pay for the utilities for the Rental Unit), so that utility bill(s) are not forwarded to the Band;
 8. keep the Rental Unit in good, clean and sanitary condition, including the yard;
 9. keep the Rental Unit and surrounding areas clean and free of rubbish and remove junked cars and other rubbish where it poses a health, environmental or safety hazard;
 10. perform minor maintenance on the Rental Unit and prevent damage from occurring, such as oil tanks being damaged by children;
 11. pay for the cost of repairing any damage to the Rental Unit that is caused by the deliberate or negligent acts or omissions of the Tenant, or their Immediate Family, and/or guests. The Tenant may repair such damage themselves only with the written permission of the Housing Department;

12. ensure that when maintenance is being conducted on the Rental Unit, the area where repairs are being done is free of clutter and waste;
13. maintain insurance for personal property in the Rental Unit. Should disaster strike, WRFN, including the Housing Department, will not be responsible for damage to or the loss of any personal property;
14. indemnify and save harmless WRFN from all liabilities, fines, suits and claims of any kind or which the Housing Department or WRFN may be liable or suffer by reason of the Tenant's occupancy of the Rental Unit;
15. immediately notify the Housing Department when planning to vacate the Rental Unit or leave the Rental Unit for more than 30 days;
16. in the event of arrears, enter into an Arrears Agreement (Appendix 11) with the Housing Department to address any Arrears; and
17. respect the rights and privacy of neighbours.

1. Tenants must not:

1. assign or sub-let a Rental Unit;
2. make any improvements or alterations to the Rental Unit, which may render void or voidable any policy of insurance held by WRFN generally and/or the Housing Department specifically;
3. sell, transfer or otherwise dispose of any appliances, or other equipment without direct approval by the Housing Department, unless the appliances or other equipment are owned by the Tenant;
4. use the Rental Unit or allow the Rental Unit to be used for any purpose other than a residential dwelling for the Tenant, Immediate Family and/or guests, unless other arrangements have been made through the Housing Department in writing; or
5. allow guests to stay in the Rental Unit for more than two (2) consecutive weeks.

3.5 Payment of Rent

All Tenants are expected to pay Rent to contribute toward the cost of housing. Funds collected as rental payments will be used to protect the community's investment in Rental Units and to maximize housing resources.

1. Prior to moving in to a Rental Unit, the Tenant shall pay the first and last month's Rent.
2. Rent is due on the on the first working day of each month. All current Tenants occupying a Rental Unit have agreed to pay rent, as stated in their signed Rental Agreements.
3. Arrangements are to be made by Band employees who are in Arrears for wage deduction. Band employees not in Arrears can also make arrangements for wage deduction. As per section 2.3.3 of the WRFN Personnel Policy, any wage deduction must be authorized by the employee in writing.

3.6 Rental Rates

The following rental scales are based on CMHC operating agreement and WRFN based Rents and shall be reviewed annually:

1. Rental rates for CMHC Financed Homes will be set in accordance with CMHC operating agreements.
2. Rental rates for Rental Units that are not subject to CMHC operating agreements will be based on the rates set in the original Rental Agreement.
3. Rental rates may be increased annually by no more than 3%.

3.7 Arrears Management

Collection procedures and the consequences of being in Arrears are further outlined in the Rental Agreement.

1. The following applies to all Tenants. Rent is due on the first working day of the month. The following procedure will be applied immediately after one Rent payment has been missed:
 1. A First Notice (Appendix 7) will be sent to the Tenant fifteen (15) days after the date the Rent was due. A Tenant will be reminded to pay the outstanding Rent in full or make an appointment with the Housing Department to discuss payment of Arrears.
 2. If no payment has been received or no Arrears Agreement (Appendix 11) has been entered into within thirty (30) days after the date the Rent came due, a Second Notice (Appendix 8) will be sent to request a meeting between the Tenant and the Housing Department to discuss the situation and to make arrangements for the payment of Arrears. The Housing Department will also make every effort to contact the Tenant by phone to discuss the situation.
 3. If no payment has been received or no Arrears Agreement (Appendix 11) has been entered into within forty-five (45) days after the date the Rent came due, a Final Notice (Appendix 9) will be sent advising the Tenant that they have five (5) working days to make full payment of the Arrears or make arrangements for the payment of Arrears by entering into an Arrears Agreement (Appendix 11).
 4. Every effort will be made to avoid an Eviction. However, if fifty (50) days after the date the Rent came due the Arrears have not been paid and no Arrears Agreement (Appendix 11) has been entered into, an Eviction Notice (Appendix 10) will be sent to the Tenant after Council has approved the issuing of the Eviction Notice.
2. Both the Tenant and the Housing Department must agree to any Arrears Agreement in writing. The Arrears Agreement will include the amount of each repayment installment

and the date it is due. If the Tenant fails to honour the Arrears Agreement, the Tenant shall be Evicted.

3. If a Tenant receives two (2) Second Notices within a fiscal year, the Rental Agreement will be revoked and an Eviction Notice will be issued.
4. For greater clarity, the Housing Committee makes recommendations regarding Evictions to Council, and Council makes the final decision whether to Evict a Tenant.

3.8 Maintenance

1. Housing Department Responsibilities

The Housing Department is responsible for major repairs and replacements, repairs arising from normal wear and tear, and preventative maintenance necessary to ensure compliance with health and safety standards and/or to extend the useful life of the Rental Unit.

Major repairs and replacements (subject to availability of funding) are generally defined as follows:

- roof repairs;
- plumbing repairs;
- hot water tank replacement;
- electrical work;
- major structural work;
- electrical fixture replacement;
- repairing or replacing appliances (as long as they were not damaged or overloaded by the intentional or negligent acts of a Tenant or guest);
- replacing broken windows (as long as the damage was not the result of the negligent or intentional acts of a Tenant or guest); and
- repairs to floors, doors and cupboards as needed.

The Housing Department will keep a record of all maintenance and repairs carried out on a Band-Administered Home including the reason for the repairs, repair items and costs.

2. Tenant Responsibilities

1. Tenants are responsible for the general maintenance, cleaning, repairs and replacements outlined in the Rental Agreement and for the cost of all repairs required due to negligence, vandalism, Tenant damage or damage by their guests. A schedule of specific Tenant responsibilities is included in the Rental Agreement.
2. Tenants are not responsible for repairing damage caused by regular wear and tear.

3. If major damage (over \$1,000), caused by Tenant abuse, is identified by housing staff, an estimate of the repairs will be provided to the Tenant by the Housing Department. The Tenant will have thirty (30) days to make arrangements with the Housing Department to pay for repairs carried out by the Housing Department. Failure to enter into an arrangement to pay for the repairs within thirty (30) days or failure to comply with the arrangement will result in Eviction.
4. Tenants must immediately report to the Housing Department any accident, break or defect in water, heating or electrical systems, or in any part of the Rental Unit and its equipment in general.
5. Tenants are required to keep their Rental Unit and surrounding area clean, and free of garbage and junked cars. Tenants who fail to comply with this requirement will be given a notice to remove the junked cars and/or garbage. If the Tenant fails to comply with the notice, the Housing Department will remove the items at the Tenant's expense.

3.9 Inspections

If, at any time, the Housing Manager and a qualified housing inspector conduct an inspection and determine that a Rental Unit is condemned or has severe structural damage posing a hazard to health and/or safety, then any person in the Rental Unit must be removed. A Tenant removed from such a home shall submit a Housing Application which will be given priority over other Housing Applications already on the Waiting List.

However, if a Rental Unit is condemned or has severe structural damage posing a hazard to health and/or safety because of the deliberate or negligent acts or omissions of the Tenant, or their Immediate Family, and/or guests, the Tenant will be deemed to have been Evicted.

1. **Regular Inspections**

All Rental Units may be inspected annually to record the condition of the home. These inspections will identify the need for any preventative maintenance as well as to determine any misuse or negligence on the part of the Tenant. Refer to Appendix 6 for a copy of the Home Inspection form.

2. **Move-In Inspection**

A move-in inspection will be completed on the day a Tenant is entitled to take possession of the Unit or on another mutually agreed upon day that is prior to the Tenant taking possession of the Rental Unit.

The move-in inspection will be completed jointly by the Tenant and a representative of the Housing Department. The Tenant MUST be present during the inspection.

The Housing Department representative will complete a Home Inspection Form (Appendix 6) that confirms the condition of the property. The form must be reviewed and signed off by both the Housing Department representative and the Tenant.

3. Move-Out Inspection

A move-out inspection will be completed by the Housing Department and the Tenant on or after the day the Tenant ceases to occupy the Rental Unit and prior to any new Tenant taking possession of the Rental Unit.

The Housing Department must complete a Home Inspection Form (Appendix 6). Subject to the following paragraph, both the Housing Department and Tenant must sign the Home Inspection Form and the Housing Department must give the Tenant a copy of the form.

The Housing Department may perform the inspection and complete and sign the Home Inspection Form without the Tenant if the Housing Department has provided twenty-four (24) hours notice of the inspection and the Tenant either fails to participate, has abandoned the Rental Unit or has been Evicted.

Any repairs required to the Rental Unit resulting from damage by the Tenant or their guests shall be confirmed in writing to the Tenant and cost recovery will be pursued by the Housing Department. Tenants will not be billed for the cost of regular wear and tear.

3.10 Fires

1. After a fire has been reported, the Housing Department shall ensure that there is a full investigation and that the following information is documented and retained:
 - the name of the Tenant of the Rental Unit;
 - location of the Rental Unit;
 - how the fire was started;
 - report of injuries or fatalities; and
 - extent of damage to the house.
2. The Housing Department shall also:
 - report the fire to authorities, as required; and
 - file a copy of any official fire report.
3. Where accidental fires are covered under WRFN's insurance policy, the deductible will be paid by WRFN. Where the fire is caused by a deliberate or negligent act or omission of the Tenant or by the Immediate Family and/or guest of the Tenant, the Tenant will be

responsible for paying any amounts that are not covered by WRFN's insurance policy. WRFN is not responsible for insuring the personal property of Tenants and will not be responsible for the personal property of Tenants which is destroyed by fire.

4. Tenants of Rental Units destroyed by fires will be required to re-apply for new housing. Where the fire was accidental, the Tenant shall submit a Housing Application which will be given priority over other Housing Applications already on the Waiting List. However, if the fire was the result of a deliberate or negligent act or omission of the Tenant, or their Immediate Family and/or guests, the Tenant will be deemed to have been Evicted.

3.11 Abandoned Rental Units

1. Tenants who have abandoned a Rental Unit will be deemed to have been Evicted from the Rental Unit. A Rental Unit will be deemed abandoned when:
 - the Rental Unit has been unoccupied for more than thirty (30) days by the Tenant named in the Rental Agreement;
 - no Rent payments are being made; and
 - no utilities are being paid.
2. Within fifteen (15) days of the Rental Unit being deemed abandoned, a notice will be issued to the Tenant to confirm their residency. In cases where no response is received, the Rental Unit will be re-allocated in accordance with this Policy and the Waiting List. However, a Housing Application submitted by a person already living in the home may be given priority over other Housing Applications already on the Waiting List.
3. Any Arrears and the cost of repairing any damage not caused by regular wear and tear shall be the responsibility of the Tenant that abandoned the Rental Unit.

3.12 Death of an Tenant

1. In the event of a Tenant's death, Council may assign the deceased Tenant's Rental Agreement to the deceased Tenant's next of kin, or another person already living in the Rental Unit, provided they are Band Members. Next of kin and Band Members already living in the home will be given priority in the following order:
 - Spouse of the deceased Tenant;
 - children of the deceased Tenant who are twenty 20 years of age or older and have dependents;
 - legal guardian(s) of any minor children of the deceased Tenant; and
 - a Band Member who lives in the Rental Unit who is willing to assume all Tenant responsibilities for the Rental Unit.

2. In order for a person listed above to begin to occupy or to continue to occupy the Rental Unit, a new Rental Agreement must be entered into and signed by the new Tenant and the Housing Department. If none of the above listed persons requires the Rental Unit, the Rental Unit shall be re-allocated in accordance with this Policy and the Waiting List.
3. In the event that the person who takes priority is a Spouse who is not a Band Member, but where his or her child (or children) is a Band Member, the non-member Spouse shall continue to occupy the Rental Unit with the Band Member child (or children).
4. For single Tenants, or Tenants who live alone, the Housing Department will wait ten (10) days to consult with family members. After the ten (10) day period, the family, friends or executor(rix) will be required to make the necessary arrangements to have access to the Rental Unit and remove all the personal belongings within another ten (10) days.

3.13 Marital/Spousal Breakdown

1. In the case of marital or spousal breakdown, where one of the parties is not a Band Member, the Rental Agreement will remain in the name of the Band Member except where children are involved.
2. In the case of marital or spousal breakdown where the parent with primary care of the child (or children) is a Non-member but the child (or children) is a Band Member, the Non-member parent with primary care of the child (or children) will retain possession of the Rental Unit and the right to occupy the Rental Unit so long as the Band Member child (or children) live there. The Non-member parent will be required to enter into a Rental Agreement.
3. In the case of marital or spousal breakdown where the parent with primary care of the child (or children) and the child (or children) are all Non-members, the Band Member parent that does not have primary care of the child (or children) will retain possession of the Rental Unit and the right to occupy the Rental Unit and the Rental Agreement will remain in the name of the Band Member.
4. In the case of a marital or spousal breakdown, where both parties are Band Members and there are no children, both parties will submit a Housing Application (Appendix 1) to the Housing Department. Both applications will be scored using the Rental Scoring Guide (Appendix 3). The Housing Committee will recommend to Council that the party with the highest score retain possession of the Rental Unit and the right to occupy it. Upon Council allocating the Rental Unit, the new Tenant must enter into and sign a Rental Agreement with the Housing Department.

3.14 Eviction & Termination of an Agreement

1. **Breach of this Policy or an Agreement**

Termination of a Rental Agreement due to a breach of this Policy or the agreement will result in Eviction of the Tenant from the Rental Unit (Appendix 10). Eviction action will be taken as a last resort in cases where the Tenant has failed to resolve the breach of this Policy and/or the Rental Agreement. Prior to taking Eviction action, the Housing Department may take steps to ensure that counseling has been attempted to reinforce the consequences of failure to resolve the breach.

2. Any person occupying a Rental Unit without the permission of the Housing Department may be Evicted immediately and without notice.

3. All Tenants are required to notify the Housing Department, in writing, thirty (30) days prior to vacating a Rental Unit. If a Tenant vacates a Rental Unit without informing the Housing Department, the Rental Unit may be deemed abandoned, the Tenant may be deemed to have been Evicted and the Rental Unit may be re-allocated in accordance with this Policy.

Tenants or persons within a Rental Unit may be evicted immediately and without notice and counseling for any of the following reasons:

1. making false declarations on a Housing Application that results in a housing allocation;
2. trafficking drugs and/or being convicted of trafficking drugs;
3. engaging in illegal activities in the Rental Unit; and
4. causing willful damage to the Rental Unit and/or property within the Rental Unit that belongs to WRFN.

4. If a Tenant is Evicted from a Rental Unit, they will not be eligible to apply for another Band-Administered Home for two (2) years after the date of the eviction.

Where the reason for Eviction is Arrears, the Tenant will also be advised that in order to qualify for future housing, the Arrears must be paid in full first. The policy and procedure with respect to Arrears is outlined at section 3.7 of this Policy.

5. **Disturbances & Complaints**

Complaints regarding a Tenant must be provided in writing and submitted to the Housing Department. Complaints will only be discussed with complainants and the Tenant who is the subject of the complaint, and the identity of complainants will be kept confidential. If, in the opinion of the Housing Department, a Tenant is causing a nuisance or an on-going disturbance and police have been involved, the following steps will be taken:

1. First Written warning;
2. Second Written warning(s);

3. Eviction.

Tenants will return to good standing with the Housing Department provided they do not receive any additional warnings for at least one (1) year.

6. Termination of a Fixed Term Agreement

If a Rental Agreement provides that the Tenant will vacate the Rental Unit on a date specified in the agreement, the Tenant must vacate the Rental Unit on that date.

3.15 Vacating a Rental Unit

1. If a Tenant does not vacate a Rental Unit when required to do so under the terms of this Policy, a Rental Agreement, and/or an Eviction Notice, the Housing Department may obtain the services of the police to assist a WRFN employee with removing the Tenant.
2. Should a Tenant leave belongings in the Rental Unit after vacating or abandoning the Rental Unit, the Tenant will be required to contact the Housing Department in order to enter the Rental Unit and remove the belongings. Tenants will have five (5) days after the Rental Unit has been vacated to remove all belongings, after which the Housing Department will discard them.

**4.0 PURCHASE OF BAND-ADMINISTERED HOMES AND WRFN LOANS FOR
PURCHASE OR CONSTRUCTION**

4.1 Eligibility to Purchase a Rental Unit

Tenants shall have the option to apply to purchase eligible Rental Units they are currently renting, provided the Tenant:

- is a Band Member;
- has good Rent payment history;
- has lived in the home for at least five (5) years;
- has no Arrears; and
- is not in breach of their Rental Agreement and/or this Policy.

4.2 Expiration of CMHC Section 95 Operating Agreements and Eligibility to Purchase a CMHC Financed Home

WRFN has entered into operating agreements with CMHC for phases 1 to 8 for terms up to 25 years. Once an agreement has fully matured, the CMHC Financed Home is no longer subject to the terms of the CMHC operating agreement, and WRFN can, at its discretion, transfer ownership of the CMHC Financed Home to the Tenant.

In such instances, the following criteria shall apply in transferring ownership to a Tenant:

- the Tenant must be a Band Member;
- Rental Agreements will remain in force in the event of Arrears and no transfer of ownership shall occur until Arrears are paid in full; and
- Tenants must have paid Rent for a minimum of 10 years without assistance from WRFN (assistance from WRFN is defined to include welfare/Ontario Works financial assistance). The number of years a Tenant must have paid Rent without assistance from WRFN in order to qualify for a transfer of ownership will depend on the age of the CMHC Financed Home and will be calculated using the following table:

Age of Band-Administered Home when Tenant Occupied	Years of Unassisted Rent Payment Required
0 – 5 Years	20 – 25 or more Years
6 – 10 Years	15 – 19 Years
11 – 14 Years	11 – 14 Years
15 + Years	10 Years

4.3 Process for Purchasing a Band-Administered Home

If Council approves the application to purchase a Band-Administered Home (i.e. a Rental Unit or a CMHC Financed Home), the purchase price shall be determined through an independent qualified appraiser who will value the house (the “Purchase Price”). Once the Purchase Price is agreed to, a purchase agreement shall be signed.

If the full Purchase Price is paid by the Tenant, ownership of the Band-Administered Home and the land on which it sits will be transferred to the Tenant immediately and legal possession will be allotted to the Tenant in accordance with section 20 of the *Indian Act* (i.e., the Homeowner will be entitled to a certificate of possession). The result is that the Band-Administered Home becomes a Privately Owned Home and the Tenant becomes a Homeowner.

If the Tenant obtains a Housing Loan from WRFN or a mortgage from a private lender to pay for some or all of the Purchase Price, the Tenant becomes a Borrower and the right to legal possession of the Band-Administered Home and the land on which it sits will be transferred to or remain in WRFN’s name and not be transferred to the Borrower until the Housing Loan or mortgage has been paid in full.

In order to obtain a Housing Loan, the Tenant must enter into a Housing Loan Agreement (Appendix 20) with WRFN. The Housing Loan Agreement will set out the Borrower’s obligations and the obligations of WRFN while the Housing Loan is being repaid. The Housing Loan Agreement will stipulate that if the Borrower breaches the Housing Loan Agreement or Defaults on the Housing Loan the balance of the Housing Loan becomes due immediately. For the duration of the Housing Loan or mortgage, and until the land and home is transferred to the Borrower, the Borrower shall be responsible for obtaining and maintaining adequate insurance with WRFN listed as the loss payee. A copy of the insurance coverage must be provided to the Housing Department annually. If the Borrower does not maintain adequate insurance, WRFN may obtain insurance and charge the Borrower for the cost of the premiums.

Once the Housing Loan or mortgage has been paid in full, ownership of the Band-Administered Home and the land on which it sits shall be transferred to the Borrower and the right to legal possession will be allotted to the Borrower in accordance with section 20 of the *Indian Act* (i.e., the Homeowner will be entitled to a certificate of possession). The result is that the Band-Administered Home becomes a Privately Owned Home, and the Borrower becomes a Homeowner.

CMHC Financed Homes still subject to mortgages under the CMHC Section 95 or Section 10 program, as well as multi-unit Band-Administered Homes and Band-Administered Homes on shared lots, leased land or Crown land are not eligible for purchase.

Where a Non-member resides in a Band-Administered Home which is to be purchased, the

Non-member should seek independent legal advice regarding their right to claim in the event of household or marital break-up. The Non-member occupant must sign a declaration that they

fully understand the ramifications of the purchase transaction as it applies to home ownership on reserve and their rights.

4.4 Housing Loan Application Process

In order to apply for a Housing Loan from WRFN to purchase a Band-Administered Home or construct a new home, the applicant must:

- be a Band Member;
- be at least eighteen (18) years of age or older, unless extenuating circumstances, as set out at section 3.1 of this Policy or otherwise, exist;
- complete the Housing Application (Appendix 1);
- show that the CP for the land the Band-Administered Home is on is in WRFN's name; and
- provide at least three (3) written references, which may include, but is not limited to, references from:
 - i) employer(s)/Social Services Worker(s);
 - ii) present/previous landlord(s); and
 - iii) any person(s) that is not an Immediate Family member of the applicant.

When an applicant identifies as special needs and applies for a Housing Loan to construct a disability accessible home or purchase a disability accessible Band-Administered Home, the Housing Committee may request verification of disability through supporting documentation from a qualified expert such as a physician.

All Housing Loan applications must be provided to the Housing Committee at least one week in advance of a Housing Committee meeting in order to be considered at the meeting and must include the following:

- completed application form; and
- a Certificate of Possession that is in WRFN's name and will remain in WRFN's name until the loan is paid in full.

The Housing Committee shall recommend Housing Loans to Council based on its review of scored Housing Applications. Council will make the final decision on whether to grant a Housing Loan.

4.5 Housing Loans

If, in accordance with this Policy, the Housing Committee recommends that a Band Member receive a Housing Loan from WRFN and Council chooses to grant the Housing Loan, the Band

Member will receive a Housing Loan provided that they enter into a Loan Agreement that specifies the rights and obligations of both the lender (WRFN) and the Borrower.

Housing Loans are to be used for the purchase of an existing Band-Administered Home or the construction of a new home.

The maximum Housing Loan amount is \$26,700.00. All Housing Loans will require a form of financing and a repayment plan that shall be interest free. The plan will be determined by the Housing Committee and validated by Council. In any event, the loan amortization term shall not exceed twenty-five (25) years of equal monthly payments with a minimum payment of \$200.00 per month.

A Band Member is eligible for only one Housing Loan in their lifetime.

A Band Member who obtains a Housing Loan is responsible for all maintenance and maintaining adequate insurance coverage. The loss payee for Fire Insurance shall be WRFN.

4.6 Ineligibility for Housing Loans

Individuals applying for a Housing Loan will be ineligible for any of the following reasons:

- a) having previously received a Housing Loan;
- b) having abandoned a Band-Administered Home before;
- c) having outstanding Arrears;
- d) having previously been in Default;
- e) receiving a poor credit rating;
- f) having outstanding accounts or a bad track record with WRFN;
- g) submitting an incomplete Housing Loan application; or
- h) unwillingness to follow policy and procedures as per this Policy, the Rental Agreement, and/or the Housing Loan Agreement.

4.7 Borrower Responsibilities

Every Borrower purchasing, renovating, or constructing a Band-Administered Home has certain responsibilities which must be adhered to. In general, all Borrowers must comply with WRFN laws, bylaws and policies, including all applicable terms of this Policy.

In addition, every Borrower must enter into and sign a Housing Loan Agreement (Appendix 20) and/or a Security and Indemnity Agreement (Appendix 14) with WRFN and comply with its terms. It is the responsibility of the Borrower to become familiar with all of their responsibilities and obligations.

The following is a non-exhaustive list of some of the key responsibilities of Borrowers with respect to Band-Administered Homes:

18. enter into and sign a Housing Loan Agreement and/or Security and Indemnity Agreement with WRFN;
19. comply with all the terms of the Housing Loan Agreement and/or Security and Indemnity Agreement and this Policy;
20. make loan or mortgage payments regularly and on time, as per the terms of the Housing Loan Agreement with WRFN or the mortgage agreement with the bank;
21. enter into an Arrears Agreement (Appendix 11) with the Housing Department to address any Arrears;
22. pay for heating, electricity and other utilities regularly and on time;
23. ensure that all utilities and other services are in a Borrower's name (or the name of another person residing in the Band-Administered Home who has agreed to pay for the utilities), so that utility bill(s) are not forwarded to the Band;
24. keep the Band-Administered Home in good, clean and sanitary condition, including the yard;
25. keep the Band-Administered Home and surrounding areas clean and free of rubbish and remove junked cars and other rubbish where it poses a health, environmental or safety hazard;
26. perform minor maintenance on the Band-Administered Home and prevent damage from occurring, such as oil tanks being damaged by children;
27. pay for the cost of repairing any damage to the Band-Administered Home that is caused by the deliberate or negligent acts or omissions of the Borrower, or their Immediate Family, and/or guests, the Borrower may repair such damage themselves with the written permission of the Housing Department;
28. ensure that when maintenance is being conducted on the Band-Administered Home, the area where repairs are being done are free of clutter and waste;
29. maintain insurance for personal property in the Band-Administered Home. Should disaster strike, WRFN, including the Housing Department, will not be responsible for damage to or the loss of any personal property;
30. maintain all insurance policies required under the Borrower's Housing Loan Agreement and/or Security and Indemnity Agreement;
31. indemnify and save harmless WRFN from all liabilities, fines, suits, claims, cost or expenses of any kind or which the Housing Department or WRFN may be liable or suffer by reason of the Borrower's occupancy of the Band-Administered Home or which WRFN may incur as lender, loan guarantor, or otherwise;
32. immediately notify the Housing Department when planning to vacate the Band-Administered Home or leave the Band-Administered Home for more than 30 days; and
33. respect the rights and privacy of neighbours.

Borrowers must not:

- assign or transfer a Band-Administered Home, a Housing Loan Agreement, or a Security and Indemnity Agreement;

- make any improvements or alterations to the Band-Administered Home, which may render void or voidable any policy of insurance held by WRFN generally and/or the Housing Department specifically;
- sell, transfer or otherwise dispose of any appliances, or other equipment without direct approval by the Housing Department, unless the appliances or other equipment are owned by the Borrower; or
- use the Band-Administered Home or allow the Band-Administered Home to be used for any purpose other than a residential dwelling for the Borrower, Immediate Family and/or guests, unless other arrangements have been made through the Housing Department in writing.

4.8 Default on WRFN Housing Loans

The following procedure will apply when a Borrower is in Default on a Housing Loan:

- a) WRFN advises the Borrower of the Default and demands repayment and reinstatement;
- b) if the Default is not remedied within 120 days, and adequate arrangements cannot be made with the Borrower to repay the loan in a timely fashion, WRFN may begin the eviction process as it will already hold the CP for the lot and home and/or the Borrower will not yet have obtained legal possession.

If a Borrower is Evicted as a result of Defaulting on their Housing Loan, the home retains its status as a Band-Administered Home and if WRFN does not already own and have the right to legal possession of the Band-Administered Home and the land on which it sits then ownership and the right to legal possession of the home and the land will be transferred to WRFN absolutely.

Finally, in the event of Default, WRFN can also put the home and CP up for sale in order to recoup amounts loaned to the Borrower that have not been repaid.

5.0 HOME PURCHASE, RENOVATION AND CONSTRUCTION – FIRST NATION MARKET HOUSING FUND

The Market Based Housing Program is designed to provide affordable mortgages through the FNMHF to *qualified* Band Members who wish to construct a new home or purchase or renovate an existing home.

5.1 New Construction

Construction of a new home with a loan through the FNMHF. For the purposes of section 5.1 of this Policy, “New Construction” is defined as the construction of a new home on an existing serviced lot or an increase in the livable area of an existing home.

Program Details

Maximum Loan	\$200,000
Maximum Amortization	25 years
Down payment	5% down (cash only no sweat equity)
Life Insurance	Mandatory
Fire Insurance	Mandatory
Lots	Serviced Lots only
Certification of Possession (CPs)	WRFN to hold CP(s) until mortgage is fully amortized.
Total Debt Services Ratio	Not to exceed 40%
Debts owed to First Nation	To be paid in full
Construction method	General Contractor or Qualified Carpenter
Hold back on Construction	10%
CMHC Mortgage Insurance	Mandatory
Minimum Building Standards	National Building Code

STAGE 1 – Pre-Qualification

The following steps and conditions constitute the pre-qualification process. All steps must be taken and all conditions must be met prior to the issuance of a Conditional Letter of Support by WRFN.

- 1) Band Member applicant to complete an affordability test through a financial institution or affordability calculator so that he/she knows how much of a loan they would qualify for if all conditions are met.
- 2) An expression of interest application is sent by the applicant to the Housing Department (Appendix 12). An orientation package is then sent to the applicant detailing the eligibility requirements.
- 3) WRFN conducts an internal credit check to ensure the applicant has no outstanding accounts; such as loans, rental arrears or other debts. **Outstanding accounts for the purpose of this process are accounts that have been outstanding for more than 30 days.**
 - a. If the applicant has an outstanding account, WRFN must be satisfied that those debts have been settled or that the applicant has negotiated a repayment plan with the lender.
 - b. If any outstanding accounts are too high or if the applicant refuses to settle those debts or enter debt repayment plans, the application is declined and no further action is taken on the file.

- c. The applicant will apply for a pre-approved mortgage. The applicant will be required to submit pay stubs, photo Id, and information regarding overall debt load. An application will be made available at the Housing Department office and forwarded by the applicant to the bank for adjudication. **The applicant is responsible for submitting a completed application to the financial institution.**
 - d. Total Debt Servicing (TDS) ratio must not exceed 40%.
 - e. Gross up factor on income earned on-reserve will be applied.
 - f. Applicant must have a satisfactory credit rating.
 - g. Applicant must have good job tenure.
 - h. Applicant must demonstrate they have sufficient cash equity of 5%.
- 4) **If the applicant is unable to meet the minimum credit standards of the bank, the application is declined and no further action is taken.**
 - 5) The applicant must provide proof of life insurance. If the applicant cannot provide proof of life insurance, the application is declined.
 - 6) Where a household includes a Non-member applicant whose income is being used to qualify for a loan, the Non-member should seek independent legal advice regarding their right to claim in the event of household or marital break-up. The Non-member applicant must sign a declaration that they fully understand the ramifications as it applies to home ownership on reserve and their rights.
 - 7) If necessary, the lot the home is to be on must be surveyed.
 - 8) If the applicant meets the requirements set out above, a Conditional Letter of Support (Appendix 15) will be issued to the financial institution stating that WRFN is prepared to guarantee this individual's mortgage provided they meet the lending requirements.

STAGE 2 – Approval & Construction

- 1) The Housing Manager or other designated authority will confirm to the lender that the applicant has met all the pre-established conditions for approval of a loan guarantee and CP allocation.
- 2) **If the CP is currently held by the applicant, the CP must be transferred to WRFN and WRFN will hold the CP until the mortgage is fully discharged.**
- 3) **The applicant must enter into a Security and Indemnity Agreement (Appendix 14) with WRFN. If the applicant refuses to enter into a Security and Indemnity Agreement, WRFN will not issue the BCR for the Loan Guarantee.**
- 4) The applicant must provide legally enforceable document (a will) setting out how they wish to dispose of their property upon their death.
- 5) The applicant must submit two sets of plans to the Housing Department, one for WRFN and one to be forwarded to the financial institution.
 - a) As a minimum, only plans that have been approved by an engineer will be accepted.
 - i. Plans from a local hardware store may be acceptable, provided they are engineered stamped.
 - b) Plans will be reviewed by the United Chiefs and Council of Mnidoo Mnising (UCCMM) Technical Services to ensure they meet applicable building codes and

construction standards. Any modifications recommended by the technical review must be implemented.

- 6) The chosen contractor(s) must be reputable, qualified, have insurance and must provide references. In addition, Workman's Safety and Insurance Board ("WSIB") coverage must be in good standing and contractors must be capable of bridge financing construction.

Loan Advances prior to construction beginning are prohibited.

- 7) Final quote along with verification of equity must be forwarded to the financial institution for final approval. The final quote must be at or below the maximum loan amount.
- 8) Applicant is responsible for CMHC mortgage insurance premiums, which can be rolled into the mortgage. Premiums are based on the following table:*

<u>Loan to Value</u>	<u>Premium on Total Loan</u>
Up to and including 65%	0.50%
Up to and including 75%	0.65%
Up to and including 80%	1.00%
Up to and including 85%	1.75%
Up to and including 90%	2.00%
Up to and including 95%	2.75%

* As at June 2011 – Bank rates at the time of application will apply.

- 9) Confirmation from the financial institution that CMHC mortgage insurance is in place.
- 10) Housing Committee provides recommendation to Council for final ratification of loan document and Council provides final ratification.
- 11) Loan document forwarded to Housing Manager or other designated authority for approval. Council issues BCR for Loan Guarantee (Appendix 16).
- 12) Lender sends request for Credit Enhancement to First Nations Market Housing Fund.
- 13) Credit Enhancement Certificate is issued by the First Nations Market Housing Fund confirming its backing of the loan.
- 14) Contractor to provide proof of construction insurance to WRFN and the financial institution.
- 15) Copy of contractor's contract and any related correspondence must be forwarded to WRFN.
- 16) **Construction to begin within 6 months and be completed within a year of loan approval.**
- 17) Contractor responsible for installing all services, water, and sewer, to the lot line and this must be included in the cost of construction.
- 18) UCCMM Technical Services responsible for progress and compliance inspections. The maximum number of progress advances is six (6). Pictures to be included in the advance documentation.
- 19) Equity must be drawn down first prior to the first loan advance being processed.
- 20) Final Certificate of Completion to be submitted before holdback is released.
- 21) Holdback of 10% for 45 days will be required and enforced by the lender. Statutory declaration required from contractor before holdback is released.

- 22) Proof of fire insurance provided by applicant to financial institution and WRFN prior to move in date.

5.2 Purchase of an Existing Home

Purchase of an existing Privately Owned Home from a Homeowner or a Band-Administered Home from WRFN with a loan from the FNMHF.

Program Details

Maximum Loan	\$200,000
Maximum Amortization	25 years
Down payment	5% down (cash only no sweat equity)
Life Insurance	Mandatory
Fire Insurance	Mandatory
Home Inspection	Mandatory
Appraisal	Mandatory to establish value.
Certification of Possession (CPs)	WRFN to hold CP until mortgage is fully amortized
Total Debt Services Ratio	Not to exceed 40%
Debts owed to First Nation	To be paid in full
Renovations	Can be added to purchase price - not to exceed max loan
Hold back on Construction	10% - General Contractor renovations
CMHC Loan Insurance	Mandatory
Minimum Building Standards	National Building Code

STAGE 1 – Pre-Qualification

The following steps and conditions constitute the pre-qualification process. All steps must be taken and all conditions must be met prior to the issuance of a Conditional Letter of Support by WRFN.

- 1) Band Member applicant to complete an affordability test through a financial institution or affordability calculator so that he/she knows how much of a loan they would qualify for if all conditions are met.
- 2) An expression of interest is sent by the applicant to the Housing Department (Appendix 12). An orientation package is then sent to the applicant detailing the eligibility requirements.
- 3) Ensure seller (either the Homeowner or WRFN) currently holds CP for lot and verification that there are no encumbrances.
- 4) WRFN conducts an internal credit check to ensure the applicant has no outstanding accounts; such as loans, rental arrears or other debts that are outstanding. **Outstanding accounts for the purpose of this process are accounts that have been outstanding for more than 30 days.**

- a. If the applicant has an outstanding account, WRFN must be satisfied that those debts have been settled or that the applicant has negotiated a repayment plan with the lender.
 - b. If any outstanding accounts are too high or if the applicant refuses to settle those debts or enter debt repayment plans, the application is declined and no further action is taken on the file.
 - c. The applicant will apply for a pre-approved mortgage. The applicant will be required to submit pay stubs, photo Id, and information regarding overall debt load. An application will be made available at the Housing Department office and forwarded by the applicant to the bank for adjudication. **The applicant is responsible for submitting a completed application to the financial institution.**
 - d. Total Debt Servicing (TDS) ratio not to exceed 40%.
 - e. Gross up factor on income earned on-reserve will be applied.
 - f. Applicant must have satisfactory credit.
 - g. Applicant must have good job tenure.
 - h. Applicant must demonstrate they have sufficient equity of 5%.
- 5) **If the applicant is unable to meet the minimum credit standards of the bank, the application is declined and no further action is taken.**
 - 6) The applicant must provide proof of life insurance. If the applicant cannot provide proof of life insurance, the application is declined.
 - 7) Where a household includes an Non-member applicant whose income is being used to qualify for a loan, the Non-member should seek independent legal advice regarding their right to claim in the event of household or marital break-up. The Non-member applicant must sign a declaration that they fully understand the ramifications as it applies to home ownership on reserve and their rights.
 - 8) If the applicant meets the requirements set out above, a Conditional Letter of Support (Appendix 15) will be issued to the financial institute stating that WRFN is prepared to guarantee this individual's mortgage provided they meet the lending requirements.

STAGE 2 – Approval & Acquisition

- 1) If WRFN is the seller, the value of the home will be assessed based on book value plus any market adjustments.
- 2) If it is a private sale, WRFN is not part of the selling price negotiation process. However, WRFN, as the loan guarantor, must be satisfied with the value of the home as demonstrated by an appraisal and home inspection to be conducted by the United Chiefs and Council of Mniidoo Mnising (UCCMM) Technical Services.
- 3) The appraisal conducted by UCCMM Technical Services determines the value and whether the selling price is reasonable for WRFN's guarantee.
- 4) A home inspection is to be completed prior to the sale of the home. The home inspection determines whether there are any serious deficiencies that may impair the value of the home and that will need to be rectified to complete the sale. The cost to address these deficiencies can be paid for by the seller prior to the sale as a condition of

the sale, or can be deducted off the sale price and corrected after the sale and incorporated into the loan (provided the loan does not exceed the maximum loan amount).

- 5) The lot must be surveyed prior to the CP being transferred.
- 6) **The applicant must enter into a Security and Indemnity Agreement (Appendix 14) with WRFN. If the applicant refuses to enter into a Security and Indemnity Agreement, WRFN will not issue the BCR for the loan guarantee.**
- 7) **The sales agreement must be finalized and the CP must be transferred to WRFN and WRFN will hold the CP until the mortgage is fully discharged.**
- 8) Renovations for improvements are allowed and can be incorporated into the loan, provided the maximum loan amount is not exceeded. The same conditions applied to renovations of an existing home will be applied to renovations of a purchased home (i.e. UCCMM Technical Services to review renovations).
- 9) The Housing Manager or other designated authority will confirm to the lender that the applicant has met all the pre-established conditions for approval of a loan guarantee and CP allocation.
- 10) The applicant must provide a legally enforceable document (a will) setting out how they wish to dispose of their property upon their death.
- 11) Final sale agreement and estimate for renovations, if required, along with verification of equity must be forwarded to financial institution for final approval. The sale price, including the cost of any renovations, must be at or below the maximum loan amount.
- 12) Applicant is responsible for CMHC mortgage insurance premiums, which can be rolled into the mortgage. Premiums are based on the following table: *

Loan to Value	Premium on Total Loan
Up to and including 65%	0.50%
Up to and including 75%	0.65%
Up to and including 80%	1.00%
Up to and including 85%	1.75%
Up to and including 90%	2.00%
Up to and including 95%	2.75%

* As at June 2011 – Bank rates at the time of application will apply.

- 13) Confirmation from the financial institution that CMHC mortgage insurance is in place.
- 14) Housing Committee provides recommendation to Council for final ratification of loan document and Council provides final ratification.
- 15) Loan document forwarded to Housing Manager or other designated authority for approval. Council issues BCR for Loan Guarantee (Appendix 16).
- 16) Lender sends request for Credit Enhancement from First Nations Market Housing Fund.
- 17) Credit Enhancement Certificate is issued by the First Nations Market Housing Fund confirming its backing of the loan.
- 18) **No transfer of funds until WRFN has received confirmation that CP has been transferred to WRFN for all private sales. Confirmation sent to the financial institution to release funds.**

- 19) Confirmation buyer/applicant has fire insurance and has sent proof of same to the financial institution and WRFN.

5.3 Renovation

For the purpose of section 5.3 of this Policy, renovations refer to any improvements and modifications to an existing home that does not increase the livable area. These FNMHF renovation loans are only available to Homeowners.

Program Details

Maximum Loan	\$50,000
Maximum Amortization	10 years
Life Insurance	Mandatory
Fire Insurance	Mandatory
Certification of Possession (CPs)	Transferred to WRFN until loan is fully amortized.
Total Debt Services Ratio	Not to exceed 40%
Debts owed to First Nation	To be paid in full
Construction method	General Contractor or Qualified Carpenter
Hold back on Construction	10%
Minimum Building Standards	National Building Code

STAGE 1 – Pre-Qualification

The following steps and conditions constitute the pre-qualification process. All steps must be taken and all conditions must be met prior to the issuance of a Conditional Letter of Support by WRFN.

- 1) Band Member applicant to complete an affordability test through a Financial Institute or affordability calculator so that he/she knows how much of a loan they would qualify for if all conditions are met.
- 2) An expression of interest is sent by the applicant to the Housing Department (Appendix 12). An orientation package is then sent to the applicant detailing the eligibility requirements.
- 3) The applicant is to provide confirmation that he/she holds the CP for the property.
- 4) WRFN conducts an internal credit check to ensure the applicant has no outstanding accounts; such as loans, rental arrears or other debts. **Outstanding accounts for the purpose of this process are accounts that have been outstanding for more than 30 days.**
 - a. If the applicant has an outstanding account, WRFN must be satisfied that those debts have been settled or that the applicant has negotiated a repayment plan with the lender.

- b. If any outstanding accounts are too high or if the applicant refuses to settle those debts or enter debt repayment plans, the application is declined and no further action is taken on the file.
 - c. The applicant will apply for a pre-approved mortgage. The applicant will be required to submit pay stubs, photo Id, and information regarding overall debt load. An application will be made available at the Housing Department office and forwarded by the applicant to the bank for adjudication. **The applicant is responsible for submitting a completed application to the financial institution.**
 - d. Total Debt Servicing (TDS) ratio must not exceed 40%.
 - e. Gross up factor on income earned on-reserve will be applied.
 - f. Applicant must have a satisfactory credit rating.
 - g. Applicant must have good job tenure.
 - h. Applicant must demonstrate they have sufficient equity of 5%.
- 5) **If the applicant is unable to meet the minimum credit standards of the bank, the application is declined and no further action is taken.**
 - 6) The applicant must provide proof of life insurance. If the applicant cannot provide proof of life insurance, the application is declined.
 - 7) Where a household includes an Non-member applicant whose income is being used to qualify for a loan, the Non-member should seek independent legal advice regarding their right to claim in the event of household or marital break-up. The Non-member applicant must sign a declaration that they fully understand the ramifications as it applies to home ownership on reserve and their rights.
 - 8) If the applicant meets the requirements set out above, a Conditional Letter of Support (Appendix 15) will be issued to the financial institution stating that WRFN is prepared to guarantee this individual's mortgage provided they meet the lending requirements.

STAGE 2 – Approval & Construction

- 1) The Housing Manager or other designated authority will confirm to the lender that the applicant has met all the pre-established conditions for approval of a loan guarantee and CP allocation, (if required)
- 2) **If the CP is currently held by the applicant, the CP must be transferred to WRFN and WRFN will hold the CP until the loan is fully amortized.**
- 3) **The applicant must enter into a Security and Indemnity Agreement with WRFN. If the applicant refuses to enter into a Security and Indemnity Agreement, WRFN will not issue the BCR for the loan guarantee.**
- 4) The applicant must provide legally enforceable document (a will) setting out how they wish to dispose of their property upon their death.
- 5) The applicant must submit quotes and a general description of the proposed renovations, the description and quotes will be reviewed by United Chiefs and Council of Mniidoo Mnising (UCCMM) Technical Services and UCCMM Technical Services will:
 - a. ensure the work will comply with local building codes and construction standards;

- b. provide a professional opinion on whether the work can be done by applicant; and
 - c. provide a professional opinion on whether the work **MUST** be done by a General Contractor or Qualified Carpenter.
- 6) Where it is determined that renovations identified must be done by a contractor, the contractor(s) must be reputable, qualified, have insurance and must provide references. In addition, WSIB must be in good standing and contractors must be capable of bridge financing construction. **Loan advances prior to construction are prohibited.**
- 7) Final quotes, for contractor and building supplies, along with verification of equity must be forwarded to the financial institution for final approval. The final quote must be below the maximum loan amount.
- 8) Proof of fire insurance must be provided by the applicant to financial institution.
- 9) Housing Committee provides recommendation to Council for final ratification of loan document and Council provides final ratification.
- 10) Loan document forwarded to the Housing Manager or other designated authority for final approval. Council issues BCR for Loan Guarantee (Appendix 16).
- 11) Lender sends request for Credit Enhancement to First Nations Market Housing Fund.
- 12) Credit Enhancement Certificate is issued by the First Nations Market Housing Fund confirming its backing of the loan.
- 13) Contractor to provide proof of construction insurance to WRFN and the financial institution.
- 14) **Renovations begin.**
- 15) UCCMM Technical Services is responsible for progress and compliance inspections. The maximum number of progress advances is six (6). Pictures are to be included in the advance documentation. Advances can also be processed by the submission of invoices by the applicant to the financial institution.
- 16) Equity and the Grant (10%) must be drawn down first prior to the first loan advance being processed.
- 17) Final Certificate of Completion to be submitted before hold back is released.
- 18) Holdback of 10% for 45 days will be required and enforced by the lender for work done by a general contractor.

5.4 Refinance of an Existing Home

For the purpose of section 5.4 of this Policy, refinancing refers to the transfer of an existing mortgaged property on WRFN land into the Market Based Housing Program. In order to qualify for the refinancing of an existing home, an additional loan for renovations must be included in the mortgage subject to minimum and maximum amounts.

Program Details

Maximum Loan	\$200,000
Renovations	Minimum \$10,000 up to a Maximum of \$50,000
Maximum Amortization	25 years
Life Insurance	Mandatory
Fire Insurance	Mandatory
Certification of Possession (CPs)	Transferred to WRFN until mortgage is fully amortized.
Total Debt Services Ratio	Not to exceed 40%
Debts owed to First Nation	To be paid in full
Construction method	General Contractor or Qualified Carpenter
Hold back on Renovation	10% - General Contractor
CMHC Insurance	Mandatory
Minimum Building Standards	National Building Code

STAGE 1 – Pre-Qualification

The following steps and conditions constitute the pre-qualification process. All steps must be taken and all conditions must be met prior to the issuance of a Conditional Letter of Support by WRFN.

- 1) Band Member applicant to complete an affordability test through the financial institution or affordability calculator so that he/she knows how much of a loan they would qualify for if all conditions are met.
- 2) An expression of interest is sent by the applicant to the Housing Department (Appendix 12). An orientation package is then sent to the applicant detailing the eligibility requirements.
- 3) Confirmation that applicant holds CP and of existing mortgage amount. Any penalties for early discharge on an existing mortgage will be borne by the applicant.
- 4) Applicant is required to increase mortgage by a minimum of \$10,000 and up to a maximum of \$50,000 for renovations in order to be eligible. In addition, this additional increase, plus the amount of the existing mortgage, must be below the maximum mortgage amount of \$200,000.
- 5) WRFN conducts an internal credit check to ensure the applicant has no outstanding accounts; such as loans, rental arrears or other debts. **Outstanding accounts for the**

purpose of this process are accounts that have been outstanding for more than 30 days.

- a. If the applicant has an outstanding account, WRFN must be satisfied that those debts have been settled or that the applicant has negotiated a repayment plan with the lender.
 - b. If any outstanding accounts are too high or if the applicant refuses to settle those debts or enter debt repayment plans, the application is declined and no further action is taken on the file.
 - c. The applicant will apply for a pre-approved mortgage. The applicant will be required to submit pay stubs, photo Id, and information regarding overall debt load. An application will be made available at the Housing Department office and forwarded by the applicant to the bank for adjudication. **The applicant is responsible for submitting a completed application to the financial institution.**
 - d. Total Debt Servicing (TDS) ratio not to exceed 40%.
 - e. Gross up factor on income earned on-reserve will be applied.
 - f. Applicant must have satisfactory credit.
 - g. Applicant must have good job tenure.
- 6) **If applicant is unable to meet the minimum credit standards of the bank, the application is declined and no further action is taken.**
- 7) The applicant must provide proof of life insurance. If the applicant cannot provide proof of life insurance, the application is declined.
- 9) Where a household includes an Non-member applicant whose income is being used to qualify for a loan, the Non-member should seek independent legal advice regarding their right to claim in the event of household or marital break-up. The Non-member applicant must sign a declaration that they fully understand the ramifications as it applies to home ownership on reserve and their rights.
- 10) If the applicant meets the requirements set out above, a Conditional Letter of Support (Appendix 15) will be issued to the financial institution stating that WRFN is prepared to guarantee this individual's mortgage provided they meet the lending requirements.

STAGE 2 – Approval & Construction

- 1) The Housing Manager or other designated authority will confirm to the Lender that the applicant has met all the pre-established conditions for approval of a loan guarantee and CP allocation (if required).
- 2) **If the CP is currently held by the applicant, the CP must be transferred to WRFN and WRFN will hold the CP until the mortgage is fully discharged.**
- 3) **The applicant must enter into a Security and Indemnity Agreement with WRFN. If the applicant refuses to enter into a Security and Indemnity Agreement, WRFN will not issue the BCR for the loan guarantee.**
- 4) The applicant must provide legally enforceable document (a will) setting out how they wish to dispose of their property upon their death.

- 5) The applicant must submit quotes and a general description of the proposed renovations, the description and quotes will be reviewed by United Chiefs and Council of Mnídoo Mníising (UCCMM) Technical Services and UCCMM Technical Services will:
 - a. ensure the work will comply with local building codes and construction standards;
 - b. provide a professional opinion on whether the work can be done by applicant; and
 - c. provide a professional opinion on whether the work **MUST** be done by a General Contractor or Qualified Carpenter.
- 6) Where it is determined that renovations identified must be done by a contractor, the contractor(s) must be reputable, qualified, have insurance and must provide references. In addition, WSIB must be in good standing and contractors must be capable of bridge financing construction. **Loan advances prior to construction are prohibited.**
- 7) Final quotes, for contractor and building supplies, along with verification of equity must be forwarded to the financial institution for final approval. The final quote must be below the maximum loan amount.
- 8) Proof of fire insurance must be provided by the applicant to the financial institution.
- 9) The applicant is responsible for CMHC mortgage insurance premiums, which can be rolled into the mortgage. Premiums based on the following: *

Loan to Value	Premium on Total Loan
Up to and including 65%	0.50%
Up to and including 75%	0.65%
Up to and including 80%	1.00%
Up to and including 85%	1.75%
Up to and including 90%	2.00%
Up to and including 95%	2.75%

* As at June 2011 – Bank rates at the time of application will apply.

- 10) The financial institution confirms CMHC mortgage insurance is in place.
- 11) Housing Committee provides recommendation to Council for final ratification of loan document and Council provides final ratification.
- 12) Loan document forwarded to Housing Manager or other designated authority for approval. Council issues BCR for Loan Guarantee (Appendix 16).
- 13) Lender requests Credit Enhancement from First Nations Market Housing Fund
- 14) Credit Enhancement Certificate is issued by the First Nations Market Housing Fund confirming its backing of the loan.
- 15) Contractor to provide proof of construction insurance to First Nation and Financial Institution.
- 16) **Renovations begin.**
- 17) UCCMM Technical Services is responsible for progress and compliance inspections. The maximum number of progress advances is six (6). Pictures are to be included in the advance documentation. Advances can also be processed by the submission of invoices by the applicant to the financial institution.

- 18) Equity must be drawn down first prior to the first loan advance being processed.
- 19) Final Certificate of Completion to be submitted before hold back is released.
- 20) Holdback of 10% for 45 days will be required and enforced by the lender for work done by general contractor.

5.5 Default & Eviction

Default on First Nation Market Housing Fund Loans

The following procedure will apply when a Borrower is in Default:

- a) lender, in accordance with the requirements of the FNMHF, advises the Borrower and WRFN of the Default and demands repayment and reinstatement;
- b) if the Default is not remedied within 120 days, the lender submits a claim to CMHC for 30% of the loan and WRFN for 70% of the loan, excluding any renovation loans; and
- c) if adequate arrangements cannot be made with the Borrower, WRFN may begin the eviction process as it will already hold the CP for the lot and home.

In the event of Default, WRFN can also negotiate with the lender to take over the mortgage prior to a claim being made by the lender. If WRFN takes over a mortgage, it will continue to hold the CP. The home then becomes a Band-Administered Home and the land is transferred to WRFN absolutely. The Borrower may then apply to become a Tenant and a Tenant will be selected in accordance with this Policy.

Finally, in the event of Default, WRFN can also put the home and CP up for sale in order to pay the balance of the mortgage. Any sale proceeds remaining after the balance of the mortgage has been paid will be retained by WRFN.

6.0 RENOVATIONS

Tenants must get permission from the Housing Department to make any renovations, alterations, additions or improvements to a Band-Administered Home. A qualified inspector shall review any such alterations, additions, or improvements to ensure it meets applicable codes. In situations where permission has not been received, it will be the responsibility of the Tenant to return the Band-Administered Home to its original condition and at no cost to WRFN. Tenants will not be reimbursed for any improvements they have completed at their own expense.

6.1 Home Improvement Loans

Home Improvement Loans may be provided by WRFN to Homeowners for addressing emergency and structural needs of their homes. No home improvement loans will be provided for cosmetic repairs or renovations.

To apply for a Home Improvement Loan, Homeowners must submit an application for a Home Improvement Loan to the Housing Committee along with a recently completed Home Inspection Form (Appendix 6). The Housing Committee shall be responsible for recommending to Council whether to grant a Home Improvement Loan and the final decision will be made by Council.

The maximum loan available is \$5,000 with a minimum repayment of \$200 per month.

Prior to receiving any loan funds, the Homeowner must enter into a Home Improvement Loan Agreement with WRFN.

All work orders are to be signed by Homeowners when renovations or repairs are being completed.

For clarity, this is not an RRAP related loan.

6.2 Residential Rehabilitation Assistance Programs (RRAP)

CMHC offers funding for repairs and renovations to Homeowners and Homeowners with disabilities through several of its Residential Rehabilitation Assistance Programs.

“RRAP On-Reserve” offers financial assistance to First Nations and Homeowners to repair substandard homes to a minimum level of health and safety.

The “RRAP for Persons with Disabilities” offers assistance to Homeowners who wish to complete accessibility work to modify their home to better suit individuals with disabilities.

Homeowners that require repairs to their homes may be eligible to apply for RRAP funding if they meet the eligibility guidelines outlined below. Homeowners interested in applying for RRAP funding should speak with the Housing Manager or other Housing Department representative. The Housing Department will forward applications of eligible Homeowners to CMHC.

Tenants of Band-Administered Homes may approach the Housing Department for more information on the availability of other funding sources.

RRAP Eligibility Guidelines

Funding may be available to repair or renovate houses that lack basic facilities or are in need of major repair in one or more of the following categories:

- Structural;
- Electrical;
- Plumbing;

- Heating; or
- Fire safety.

Assistance may also be available to address a problem with overcrowding.

In order to qualify for RRAP funding the dwelling must be a minimum of five years old. Applications for RRAP funding can be obtained from the Housing Department. Work that is carried out prior to obtaining approval is not eligible.

Additional RRAP assistance may be available for a property a minimum of 15 years after the first RRAP grant.

Loan Amount

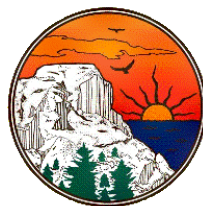
Maximum assistance/loan amounts for these programs are established by CMHC.

6.3 Renovation Loans through Market Based Housing Program

Renovation loans are also available for qualified Band Members under the Market Based Housing Program. Please refer to Section 7.3 of this Policy for further details.

7.0 DECISION REVIEW PROCESS

Band Members may request that any decision made under this Policy, including decisions regarding the enforcement, application, or interpretation of this Policy, be reviewed by Council. Band Members must request reviews of decisions within ten (10) working days from the date of notification of the decision by delivering their request to Council in writing. Decision review requests delivered within ten (10) working days will be added to the agenda of the next scheduled Council meeting and will be heard and decided at that time.



Appendix 1 – Housing Application Form

Whitefish River First Nation Housing Application Form

This application must be completed in full and returned to the Whitefish River First Nation Administration Office to the Attention of the Housing Manager along with all supporting documents and information. It is the responsibility of the applicant to update their application on an annual basis.

Section A

Application for (check one): Housing Loan: _____ or Rental Unit: _____

Section B

Name of Applicant: _____

Address: _____

Home Phone: _____ Work Phone: _____

Registry Number: _____ Date of Birth: _____

Name of Co-Applicant: _____

Address: _____

Home Phone: _____ Work Phone: _____

Registry Number: _____ Date of Birth: _____

Name of Applicant: _____ **File Number:** _____

Section C

Number of Dependents: _____	Date of Birth (D/M/Y) _____
Name: _____ Male/Female Age: _____ D.O.B: _____	
Name: _____ Male/Female Age: _____ D.O.B: _____	
Name: _____ Male/Female Age: _____ D.O.B: _____	
Name: _____ Male/Female Age: _____ D.O.B: _____	
Add additional pages if needed.	

Section D

List the last three (3) previous residences, #1 being the most recent. If there is more than one applicant and the applicants have not resided at the same addresses, provide further details.

	Applicant Address	Date From	Date To
1			
2			
3			
	Co-Applicant Address	Date From	Date To:
1			
2			
3			

Name of Applicant: _____ File Number: _____

Section E

<u>Income Statement</u>		Applicant	Co- Applicant
Employment:	Per month		
Child tax Benefit:	Per month		
Income Support:	Per month		
Disability Pension:	Per month		
Lease Money:	Per month		
Employment Insurance:	Per month		
Other:	Per month		
Total Net Income:	Per month		
Grand Total Income:	Per month		

Name of Applicant: _____ File Number: _____

Section F - Employment History

Applicant's Employer: _____				Phone: _____	
Address: _____					

Annual Income Last Year: _____		Annual	Income	this	Year: _____

Previous Employers of Applicant:					
Employer / Address / Start/Finish / Total Annual Income					
1.	_____				
2.	_____				
Co-Applicant's Employer: _____				Phone: _____	
Address: _____					

Annual Income Last Year: _____		Annual Income this Year: _____			

Section G

<p>Are there any special circumstances? Please attach appropriate documentation.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
--

Name of Applicant: _____ File Number: _____

Section H

House to be located on Lot #: _____

Do you have a Certificate of Possession ("CP") to the site mentioned above? _____

Is a copy of the CP attached? _____

House Plans submitted? Yes No

Estimates Provided? Yes No

Is your lot currently ready for construction? Yes No

As part of this application I am aware that I will be required to provide a financial statement of my monthly expenditures for my first interview.

All the statements in the foregoing application are true to the best of my knowledge and I am aware that, in accordance with the Housing Policy, making a false declaration that results in a housing allocation can constitute grounds for immediate eviction.

I authorize the Whitefish River First Nation Chief and Council to obtain such further information as required.

Dated at _____, Ontario, this ____ day of _____, 20____

Signature _____ of _____ Applicant:

Signature _____ of _____ Co-Applicant:

Signature _____ of _____ Witness:

Application Received by: _____ at
the Whitefish River First Nation Administration Office, this ____ day of
_____, 20____

Please Note: It is the responsibility of the all applicants to submit a complete application, and include all supporting documents (i.e.: 3 written letters of reference, Proof of Income, proof of citizenship, etc.) when submitting their application to the Administration Office.

****Applicants who own a residential unit will not qualify for Rental Housing****

Name of Applicant: _____ File Number: _____



Appendix 2 – Budget Worksheet

Monthly Income	Amount \$
Income (wages or salary after deductions)	
Income(Wages or Salary after deductions)	
Child Tax Credit	
Child/Spouse Support	
Pension	
Investment Income / Rental Income	
Total Monthly Income	
Monthly Expenses	
Current Rent / Mortgage	
Electricity	
Natural Gas/Propane	
Telephone/Cell	
Cable / Internet	
Groceries	
Car Payment	
Gas for Car	
Bus Pass	
Credit Cards (3% of Credit Limit)	
Loan Payments	
Insurance Auto / Life / medical / disability	
Savings	
Child Care	
Entertainment	
Other	
Total Regular Monthly Expenses	
Surplus / (Shortfall) Total Monthly Income - Expenses	
*Add: Current Rent (Will no longer pay with new place)	
Income Left for Proposed Loan / Rent	

*The rent and mortgage you are currently paying will be replaced by the new rent/loan payment.



Appendix 3 – Rental Scoring Guide

File Number: _____ Name of Applicant: _____

Date application Originally Received: _____ Current Review Date: _____

	Selection Criteria	Points	Point Rated
1.	Household Size Number of full time occupants in current dwelling _____ (Max 3 points)	1 Point Each	
2.	Number of occupants under the age of 18. _____ (Max 3 points)	1 Point Each	
3.	Current Living Conditions The current dwelling poses a health and safety risk to the occupants (Physicians slip/Inspector EHO)	2 Points	
4.	The household is considered overcrowded (Number of people residing in existing home divided by number of bedrooms) 4 Points for ratio greater than 4.0 3 Points for a ratio greater than 3.00 to 3.99 2 Points for a ratio greater than 2.0 to 2.99 1 Points for a ratio greater than 1.0 to 1.99 0 Points for a ratio of 0.0 to 0.99		
5.	Applicant currently resides in Temporary Housing ¹ (case by case basis)	1 Point	
6.	Number of household members who require disabled access (when handicap unit is available)	1 Point Each	
7.	Household Income² Applicant has a total debt service ratio of less than 40% of monthly income as per budget worksheet.	3 Points	
8.	Applicant has a good credit rating with WRFN.	4 Points	
9.	Other Applicant is a Band Member of WRFN.	1 Point	
10.	Applicant has submitted three acceptable references.	1 Point	
11.	Applicant has updated file annually.	1 Point	
	TOTAL		

¹ “Temporary Housing” means short term accommodation where a person can stay for a day, week or several weeks at a time and could be the result of an emergency or circumstances beyond the person’s control. Whether the accommodation meets the definition of Temporary Housing will be determined on a case-by-case basis.

² “Household Income” means the aggregate gross income, in whatever form received, of all persons occupying a Band-Administered Home.

Appendix 4 - Rental Agreement



WHITEFISH RIVER FIRST NATION RENTAL AGREEMENT

This Rental Agreement made in duplicate this _____ day of _____, 2013

BETWEEN:

The Whitefish River First Nation,
(the "First Nation")

AND:

(the "Tenant")

being collectively the parties (the "Parties") to this agreement.

WHEREAS:

- A. The First Nation has the authority to administer its own Rental Housing Program.
- B. The First Nation has lawful possession of the premises hereinafter described.
- C. The First Nation has agreed that the Tenant may occupy the premises on the terms and conditions set out in this agreement and in accordance with the First Nation's Housing Policy.

Therefore, in consideration of the rents, agreements and obligations contained in this rental agreement (the "Agreement"), the Parties agree as follows:

1. **PREMISES**

The First Nation leases to the Tenant, for use and occupation as a residential dwelling, all those certain premises more particularly known and described as:

Lot #

Birch Island, Ontario POP 1A0

(the "Premises").

2. DURATION

- a) This Agreement shall commence on the ____ day of _____, 20____, and expires on the ____ day of _____(the "Term").
- b) WRFN agrees to renew the tenancy provided that the Tenant is in compliance with this Agreement and the Housing Policy, and that he or she signs a new Rental Agreement.
- c) If the Tenant does not wish to renew the tenancy at the end of the Term, the Tenant shall provide the Housing Department with written notice two (2) months prior to the end of the Term.
- d) If WRFN and the Tenant do not enter into a new Rental Agreement at the end of the Term, then this Agreement shall remain in effect as a month to month tenancy on the same terms.
- e) Despite paragraph (d), if the Tenant refuses to enter into a new Rental Agreement after the Term has expired, then WRFN reserves the right to evict the Tenant on one (1) months written notice.
- f) The Tenant shall have the right to terminate this Agreement by providing two (2) months written notice to the Housing Department, and is responsible for payment of any Rent coming due within the two (2) month period.
- g) If the Tenant moves out without providing written notice as required by this section, he or she shall be responsible for paying the Rent for the following month.
- h) In the event that the Tenant breaches a term of this Agreement or the Housing Policy, WRFN shall have the right to evict the Tenant in accordance with the procedures set out in the Housing Policy.

3. RENT

- a) The Tenant shall pay to the First Nation the rent in the sum of \$_____ dollars per month **payable on the first business day of each month at the Housing Office** or at such other place as the First Nation may direct. Payment will be made in cash or certified cheque payable to "Whitefish River First Nation."
- b) The rent may be adjusted annually or in accordance with policies or other guidelines set forth by the First Nation for a period of not less than twelve (12) months and when adjusted rent will become due and payable.
- c) Prior to signing this Agreement, the Tenant shall provide the rents for the first and last months, payable to WRFN.

4. **TENANTS**

- a) The Tenants hereby acknowledges that the Premises will only be resided in by him/herself and the following dependants:

Name and Age	Relation to Tenant
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

- b) The Tenant agrees that no other person(s) will be allowed to reside in the rented Premises, other than those named in section 4(a), without the written approval of the First Nation. Any discovery of such person(s) shall be deemed to be a violation of this Agreement and constitute grounds for eviction.
- c) The Tenant must not assign or sub-let the whole or any part of the Premises without first obtaining written permission from the First Nation.

5. **TENANT COVENANTS**

- a) The Tenant agrees to:
- ii. abide by all laws, by-laws, rules, regulations, and policies, including the Housing Policy, of the First Nation;
 - iii. pay rent on the first business day of each month as per section 3(a) of this Agreement;
 - iv. pay hydro, telephone, heating, service fees, and/or any other personal utility service;

maintain the Premises by setting up and paying for regular septic service, furnace & ductwork cleanings, Heat Recovery Ventilator (HRV) cleaning, snow removal, water and garbage services;
 - v. immediately report to the Housing Department any accident, break or defect in water, heating or electrical systems, or in any part of the Premises which requires repair;
 - vi. perform general maintenance on the Premises, clean the Premises on a regular and as needed basis, and maintain and keep the yard/grounds in good appearance (grass cut, eaves trough cleaned, no accumulation of garbage, refuse and other material); and

- vii. notify the Housing Department in writing should he/she be gone for more than thirty (30) days, and what arrangements have been made to maintain and care for the premises while he/she is away Otherwise the Premises will be deemed abandoned.

6. **PROHIBITED USES OF PREMISES**

a) The Tenant agrees not to:

- i. own or keep any cats or dogs (**no temporary care of animals**) while occupying the Premises;
- ii. allow visitors to stay at the Premises for more than two weeks at one time;
- iii. use the premises to engage in any activity of a non-residential or commercial nature without the prior written consent of the First Nation;
- iv. raise or keep livestock within the yard or grounds surrounding the Premises without the prior written consent of the First Nation;
- v. cause a nuisance or public disturbance;
- vi. abandon the Premises; or
- vii. traffic narcotics or carry out any other illegal activity in or from the Premises.

7. **REPAIRS**

- a) Inspections will be carried out at least once a year and required repairs will be listed.
- b) The First Nation will perform and/or bear the cost of repairs that are deemed to be the First Nation's responsibility under the terms of this Agreement and as detailed in Schedule "A" to this Agreement.
- c) The First Nation is responsible for maintaining the Premises in a good state of repair and fit for habitation, and for repairs having to do with the structure, whether deemed to be major or minor, heating, electrical, water or a major deficiency not attributed to or caused willfully or negligently, by the Tenant(s) or guests which, if not corrected, makes the Premises unfit for habitation.
- d) The Tenant must give the First Nation reasonable notice and time to perform repairs it is responsible for. Withholding of rent until repairs are corrected will not be accepted as justification for non-payment of rent. In addition, there is no justification for the non-payment of rent for minor deficiencies.

- e) The Tenant will be directed to carry out and/or bear the cost of repairs that are deemed to be the Tenant's responsibility under the terms of this Agreement and as detailed in Schedule "A" to this Agreement.
- f) The Tenant is responsible for decorative repairs, such as painting, general maintenance and cleaning, including minor day-to-day repairs, and for all repairs that are required due to the intentional or negligent acts or omissions of a Tenant or the guest of a Tenant.
- g) The Tenant is not responsible for repairing damage that is caused by regular wear and tear.
- h) The Tenant is not responsible for damage caused by fire, tempest or other acts of God, which is not due to the intentional or negligent acts or omissions of a Tenant or the guest of a Tenant.
- i) If the Tenant fails to carry out repairs they are deemed to be responsible for within a reasonable time, the First Nation may perform the repairs and charge the Tenant for the cost. **Failure of the Tenant to remit payment for the repairs is a breach of this Agreement.**
- j) Disagreements between the First Nation and Tenant regarding responsibilities for repairs will be taken to the Housing Committee for recommendations and then Chief and Council will make the final decision on who bears the responsibility for the repairs.

8. **INSURANCE**

- a) The Tenant is responsible for insuring his or her personal property against loss from any cause. Should disaster strike, the First Nation, including the First Nation Housing Department, shall in no event be responsible for the loss, destruction, theft of, or damages to, such property.
- b) **The Tenant shall submit a copy of his or her personal property/contents insurance policy to the Housing Department on an annual basis.**
- c) The Tenant shall indemnify and save harmless the First Nation from all liabilities, fines, suits, and claims of any kind whatsoever or which the First Nation may be liable or suffer by reason of the Tenant's occupancy of the Premises.
- d) The Tenant shall not do, or omit to do, anything which may render void or voidable any policy of insurance held by the First Nation generally and/or the First Nation Housing Department specifically.
- e) The First Nation will insure the Premises against damage caused by fire, or acts of God.

9. **DEFAULT**

- a) If the Tenant fails to pay rent, the Tenant will be sent a First Notice fifteen (15) days after the date the rent came due indicating that they are in default of their Rental Agreement.
- b) If no payment has been received within thirty (30) days after the date the rent came due, a Second Notice will be sent demanding payment of the rent and requesting that the Tenant schedule an interview with the Housing Department to make arrangements for arrears.
- c) If no payment has been received within forty-five (45) days after the date the rent came due, an Eviction Notice will be sent to the Tenant, the First Nation may declare the Tenancy ended, and there upon the tenancy and the Tenant's rights under this Agreement shall cease absolutely, without re-entry or any other act or legal proceedings, and the First Nation or its agent may re-enter the Premises or any part of it, and thereafter have, possess and enjoy it as if this Agreement had not been made.
- d) If the Tenant fails to perform or observe any of his or her covenants in this Agreement or in the Housing Policy, or does anything contrary to the terms of this Agreement or the Housing Policy, the First Nation may declare the tenancy ended, and there upon the tenancy and the Tenant's rights under this Agreement shall cease absolutely, without re-entry or any other act or legal proceedings, and the First Nation or its agent may re-enter the Premises or any part of it, and thereafter have, possess and enjoy it as if this Agreement had not been made.

10. **APPLICATION OF THE WHITEFISH RIVER FIRST NATION HOUSING POLICY**

- a) By signing this Agreement the Tenant agrees that he/she has read and is familiar with the Whitefish River First Nation Housing Policy (the "Housing Policy"), which forms part of this Agreement, and the Tenant agrees to be bound by both the terms of this Agreement and the Housing Policy, including any amendments to the Housing Policy as and when amendments are approved by WRFN. In the event of any inconsistency between this Agreement and the Housing Policy, this Agreement shall prevail.

IN WITNESS WHERE OF, this Agreement has been executed by the Parties hereto as of the day and year written above.

SIGNED, SEALED AND DELIVERED BY Whitefish River First Nation

SIGNED, SEALED AND DELIVERED BY _____ the Tenant,
in the presence of _____

Signature:

Signature:

Housing Signature:



**WHITEFISH RIVER FIRST NATION
TRI-PLEX RENTAL AGREEMENT**

This Rental Agreement made in duplicate this _____ day of _____, 20__

BETWEEN:

The Whitefish River First Nation,
(the "First Nation")

AND:

(the "Tenant")

being collectively the parties (the "Parties") to this Agreement.

WHEREAS:

- A. The First Nation has the authority to administer its own Rental Housing Program.
- B. The First Nation has lawful possession of the premises hereinafter described.
- C. The First Nation has agreed that the Tenant may occupy the premises on the terms and conditions set out in this agreement and in accordance with the First Nation's Housing Policy.

Therefore, in consideration of the rents, agreements and obligations contained in this rental agreement (the "Agreement"), the parties agree as follows:

1. **PREMISES**

The First Nation leases to the Tenant, for use and occupation as a residential dwelling, all those certain premises more particularly known and described as:

Lot #

Birch Island, Ontario POP 1A0

(the "Premises").

2. DURATION

- a) This Agreement shall commence on the ____ day of _____, 20____, and expires on the ____ day of _____(the "Term").
- b) WRFN agrees to renew the tenancy provided that the Tenant is in compliance with this Agreement and the Policy, and that he/she signs a new Rental Agreement.
- c) If the Tenant does not wish to renew the tenancy at the end of the Term, the Tenant shall provide the Housing Department with written notice two (2) months prior to the end of the Term.
- d) If WRFN and the Tenant do not enter into a new Rental Agreement at the end of the Term, then this Agreement shall remain in effect as a month to month tenancy on the same terms.
- e) Despite paragraph (d), if the Tenant refuses to enter into a new Rental Agreement after the Term has expired, then WRFN reserves the right to evict the Tenant on one (1) months written notice.
- f) The Tenant shall have the right to terminate this Agreement by providing two (2) months written notice to the Housing Department, and is responsible for payment of any Rent coming due within the two (2) month period.
- g) If the Tenant moves out without providing written notice as required by this section, he or she shall be responsible for paying the Rent for the following month.
- h) In the event that the Tenant breaches a term of this Agreement or the Housing Policy, WRFN shall have the right to evict the Tenant in accordance with the procedures set out in the Housing Policy.

3. RENT

- a) The Tenant shall pay to the First Nation the rent in the sum of \$_____ dollars per month **payable on the first business day of each month at the Housing Office** or at such other place as the First Nation may direct. Payment will be made in cash or certified cheque payable to "Whitefish River First Nation."
- b) The rent may be adjusted annually or in accordance with policies or other guidelines set forth by the First Nation for a period of not less than 12 months and when adjusted rent will become due and payable.
- c) Prior to signing this Agreement, the Tenant shall provide the rents for the first and last months, payable to Whitefish River First Nation.

4. **TENANTS**

- a) The Tenant hereby acknowledges that the Premises will only be resided in by him/herself and his/her partner or spouse and/or dependents:

If applicable:

Partners / Spouses Name

- b) The Tenant agrees that no other person(s) will be allowed to reside in the rented Premises, other than those named in section 4(a), without the written approval of the First Nation. Any discovery of such person(s) shall be deemed to be a violation of this Agreement and constitute grounds for eviction.
- c) The Tenant must not assign or sub-let the whole or any part of the Premises without first obtaining written permission from the First Nation.

5. **TENANT COVENANTS**

- a) The Tenant agrees to:
- i. abide by all laws, by-laws, rules, regulations, and policies, including the Housing Policy, of the First Nation;
 - ii. pay rent on the first business day of each month as per section 3(a) of this Agreement;
 - iii. pay hydro, telephone, heating, service fees, and/or any other personal utility service;
 - iv. immediately report to the Housing Department any accident, break or defect in water, heating or electrical systems, or in any part of the Premises which requires repair;
 - v. perform general maintenance on the Premises and clean the Premises on a regular and as needed basis;
 - vi. notify the Housing Department in writing should he/she be gone for more than thirty (30) days, and what arrangements have been made to maintain and care for the premises while he/she is away Otherwise the Premises will be deemed abandoned; and
 - vii. keep common area doors closed at all times.

6. **PROHIBITED USES OF PREMISES**

- a) The Tenant agrees not to:

- i. own or keep any cats or dogs (**no temporary care of animals**) while occupying the Premises;
- ii. allow visitors to stay at the Premises for more than two weeks at one time;
- iii. use the premises to engage in any activity of a non-residential or commercial nature without the prior written consent of the First Nation;
- iv. smoke in common areas;
- v. cause a nuisance or public disturbance;
- vi. make or cause to be made any loud noises between 11 p.m. and 7 a.m. on any given day;
- vii. abandon the Premises; or
- viii. traffic narcotics or carry out any other illegal activity in or from the Premises.

7. **REPAIRS**

- a) Inspections will be carried out at least once a year and required repairs will be listed.
- b) The First Nation will perform and/or bear the cost of repairs that are deemed to be the First Nation's responsibility under the terms of this Agreement and as detailed in Schedule "A" to this Agreement.
- c) The First Nation is responsible for maintaining the Premises in a good state of repair and fit for habitation, and for repairs having to do with the structure, whether deemed to be major or minor, heating, electrical, water or a major deficiency not attributed to or caused willfully or negligently, by the Tenant(s) or guests, which if not corrected, makes the Premises unfit for habitation.
- d) The Tenant must give the First Nation reasonable notice and time to perform repairs it is responsible for. Withholding of rent until repairs are corrected will not be accepted as justification for non-payment of rent. In addition, there is no justification for the non-payment of rent for minor deficiencies.
- e) The Tenant will be directed to carry out and/or bear the cost of repairs that are deemed to be the Tenant's responsibility under the terms of this Agreement and as detailed in Schedule "A" to this Agreement.
- f) The Tenant is responsible for decorative repairs, such as painting, general maintenance and cleaning, including minor day-to-day repairs, and for all repairs that are required due to the intentional or negligent acts or omissions of a Tenant or the guest of a Tenant.

- g) The Tenant is not responsible for repairing damage that is caused by regular wear and tear.
- h) The Tenant is not responsible for damage caused by fire, tempest or other acts of God, which is not due to the intentional or negligent acts or omissions of a Tenant or the guest of a Tenant.
- i) If the Tenant fails to carry out repairs they are deemed to be responsible for within a reasonable time, the First Nation may perform the repairs and charge the Tenant for the cost. **Failure of the Tenant to remit payment for the repairs is a breach of this Agreement.**
- j) Disagreements between the First Nation and Tenant regarding responsibilities for repairs will be taken to the Housing Committee for recommendations and then Chief and Council will make the final decision on who bears the responsibility for the repairs.

8. **INSURANCE**

- a) The Tenant is responsible for insuring his or her personal property against loss from any cause. Should disaster strike, the First Nation, including the First Nation Housing Department, shall in no event be responsible for the loss, destruction, theft of, or damage to, such property.
- b) **The Tenant shall submit a copy of his or her personal property/contents insurance policy to the Housing Department on an annual basis.**
- c) The Tenant shall indemnify and save harmless the First Nation from all liabilities, fines, suits, and claims of any kind whatsoever or which the First Nation may be liable or suffer by reason of the Tenant's occupancy of the Premises.
- d) The Tenant shall not do, or omit to do, anything which may render void or voidable any policy of insurance held by the First Nation generally and/or the First Nation Housing Department specifically.
- e) The First Nation will insure the Premises against damage caused by fire, or acts of God.

9. **DEFAULT**

- a) If the Tenant fails to pay rent, the Tenant will be sent a First Notice fifteen (15) days after the date the rent came due indicating that they are in default of their Rental Agreement.
- b) If no payment has been received within thirty (30) days after the date the rent came due, a Second Notice will be sent demanding payment of the rent and requesting that the Tenant schedule an interview with the Housing Department to make arrangements for arrears.

- c) If no payment has been received within forty-five (45) days after the date the rent came due, an Eviction Notice will be sent to the Tenant, the First Nation may declare the Tenancy ended, and there upon the tenancy and the Tenant's rights under this Agreement shall cease absolutely, without re-entry or any other act or legal proceedings, and the First Nation or its agent may re-enter the Premises or any part of it, and thereafter have, possess and enjoy it as if this Agreement had not been made.
- d) If the Tenant fails to perform or observe any of his or her covenants in this Agreement or in the Housing Policy, or does anything contrary to the terms of this Agreement of the Housing Policy, the First Nation may declare the tenancy ended, and there upon the tenancy and the Tenant's rights under this Agreement shall cease absolutely, without re-entry or any other act or legal proceedings, and the First Nation or its agent may re-enter the Premises or any part of it, and thereafter have, possess and enjoy it as if this Agreement had not been made.
- e) If the Tenant receives three (3) or more written warnings from the First Nation regarding behavior, conduct, responsibilities or any other action the First Nation feels necessary to give warning to, the First Nation may, after issuing the third written warning, terminate this Rental Agreement and provide the Tenant with an Eviction Notice.

10. **APPLICATION OF THE WHITEFISH RIVER FIRST NATION HOUSING POLICY**

- a) By signing this Agreement the Tenant agrees that he/she has read and is familiar with the Whitefish River First Nation Housing Policy (the "Housing Policy") and agrees to be bound by both the terms of this Agreement and the Housing Policy, including any amendments to the Housing Policy as and when amendments are approved by the First Nation. In the event of any inconsistency between this Agreement and the Housing Policy, this Agreement shall prevail.

IN WITNESS WHERE OF, this Agreement has been executed by the Parties hereto as of the day and year written above.

SIGNED, SEALED AND DELIVERED BY Whitefish River First Nation

SIGNED, SEALED AND DELIVERED BY _____ the Tenant,
in the presence of _____

Signature:

Signature:

Housing Signature: _____



Schedule "A"

MAINTENANCE & REPAIR RESPONSIBILITIES OF THE TENANT & THE FIRST NATION

1. INTRODUCTION

This Schedule is a more detailed description of the Tenant's and Whitefish River First Nation's responsibilities for the maintenance and repair of the Premises covered by the Rental Agreement.

2. TENANT RESPONSIBILITIES

1 EXTERIOR & GROUNDS

- 1.1 Screens damaged.
- 1.2 Holes in lawn caused by pets or children
- 1.3 Fencing and garbage stands damaged
- 1.4 Damage to lawns where cars have been parked.
- 1.5 Damage to light fixtures
- 1.6 Damage to landings and stairs (Willful damage)

2 INTERIOR OF BUILDING

- 2.1 Tile lifting because of excess water and no water and no wax being used or carpeting soiled or torn
- 2.2 Cracked or chipped tile if willfully damaged
- 2.3 Damage to drywall or doors
- 2.4 Gouges in walls from furniture etc.
- 2.5 Water damage to ceilings due to tenant negligence
- 2.6 Doors and lock sets damaged
- 2.7 Doors and drawers on kitchen cupboard doors
- 2.8 Bent or broken hinges on cupboard doors
- 2.9 Windows or locks broken
- 2.10 Window frames missing or damaged
- 2.11 Handrails pulled off the walls
- 2.12 Stairs chewed or gouged
- 2.13 To clean exhaust fans - kitchen and bathroom

3 ELECTRICAL

- 3.1 Switch and plug plates missing or broken
- 3.2 Porcelain lamp holders damaged
- 3.3 Interior pull chain light switches damaged
- 3.4 Damaged light fixtures

4 APPLIANCES

- 4.1 Cracked interior walls of fridges if willfully damaged
- 4.2 Chipped or cracked porcelain on stove and fridge

- 4.3 Ice trays missing or damaged
- 4.4 Range elements missing

5 PLUMBING

- 5.1 Plugged toilet, sink, or sewer line and filters
- 5.2 Stripped water taps, stems and handles
- 5.3 Chipped or cracked porcelain on sink, bathtub or toilet
- 5.4 Damaged toilet seats
- 5.5 Broken toilet or sinks (bathroom)
- 5.6 Trip lever damaged

6 HEATING

- 6.1 Furnace cleaning including chimneys
- 6.2 Clean air filter on furnaces
- 6.3 Thermostats damaged/damage to oil tanks
- 6.4 Clean HRV and filter

3. WHITEFISH RIVER FIRST NATION RESPONSIBILITY

It is acknowledged that this list may change from time to time.

1. STRUCTURE

- 1.1 Cracks in walls and ceilings due to construction
- 1.2 Sticking doors only when reported immediately and no other damages occurs
- 1.3 Sagging or shifting door frames
- 1.4 Siding replacement (10-15 years)
- 1.5 Load Bearing Walls & Foundation repairs
- 1.6 Roof/Truss Repairs (10-20 years)
- 1.7 Flooring repairs due (5-10 years)

2 SYSTEMS

- 2.1 Water leaks - plumbing - roof - walls
- 2.2 Dripping taps
- 2.3 Broken or rusted out pipes and drains
- 2.4 Veneer coming off doors when reported immediately
- 2.5 Burnt out light switches on stove
- 2.6 Major furnace repairs

Tenant

Date

Whitefish River First Nation

Date



Schedule "B"
OTHER RENTAL PROPERTY POLICIES FOR MULTIPLE UNIT BUILDINGS

1. POLICIES

1 Parking

- (a) The Tenant has the right to one parking space.

2 Pets

- (a) There shall be no pets allowed in multiple unit buildings.

3 Laundry Facilities

- (a) Only Tenants of multiple unit buildings are to use the laundry room on designated laundry days.



Appendix 5 – Abandoned Band-Administered Homes

ABANDONED BAND-ADMINISTERED HOMES

Date(dd/mm/yyyy): _____

Tenant's Name: _____

Rental Unit/Lot #: _____

We have noted that you have not made rental payments and utility payments for two (2) months. In addition, you have not dealt with the arrears notices. Please confirm your residency within 15 days. If we do not receive a response, we will consider the unit abandoned, and it will be re-allocated to another applicant.

We wish to further advise you that if the unit is abandoned, you shall be responsible for any rents, arrears, hydro fees and damages to the unit. You will not be eligible for a unit in the future unless you have settled these accounts.

If you have any questions regarding this matter, you can contact me at 705-285-4335.

On Behalf of Whitefish River Housing Department



Appendix 6 – Home Inspection Form

Home Inspection Form

Unit Location: _____ Unit Number: _____

Inspection Type: Annual _____ Move Out _____ Move In _____

Items	Condition - (Good/Clean, Damaged, Missing, Not Clean)	Comments
COMMON AREA		COMMON AREA
Front Door		
Storm Door		
Back Door		
KITCHEN AREA		KITCHEN AREA
Fridge		
Stove		
Other Appliances		
Cupboards		
Countertops		
Plumbing		
Flooring		
Walls		
Doors		
Windows		
Other		
DINING ROOM		DINING ROOM
Flooring		
Walls		
Windows		
LIVING ROOM/HALL		LIVING ROOM/HALL
Walls		
Flooring		
Doors/Doorways		
Windows		
BATHROOM		BATHROOM
Toilet		
Basin/Taps		
Shower Bathtub Taps		

Flooring		
Doors		
Walls		
Plumbing		
BEDROOM #1		BEDROOM #1
Closet		
Walls		
Flooring		
Doors/doorways		
Windows		
Other		
BEDROOM #2		BEDROOM #2
Closet		
Walls		
Flooring		
Doors/doorway		
Windows		
Other		
BEDROOM #3		BEDROOM #3
Closet		
Walls		
Flooring		
Doors/doorway		
Windows		
Other		
FIRE SAFETY		ALL LEVELS
Smoke detectors		
Carbon Monoxide		
OTHER AREA - specify		OTHER AREA

Housing Department Representative

Date

Tenant

Date

Appendix 7 - First Notice



First Notice of Overdue Rent

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Rental Unit/Lot #: _____

This notice is to inform you that we have not received your rent payment, which is due on the 1st working day of the month. Our records show that you are 15 days past due.

According to the terms of our Housing policy and your Rental Agreement, you are required to pay rent at the first of every month. The total amount due is \$ _____.

We kindly ask that you please come to the Housing Office to pay the overdue rent. If you have already paid the overdue rent, please disregard this notice.

If you have any questions regarding this matter, you can contact me at 705-285-4335.

On Behalf of the Whitefish River First Nation Housing



Appendix 8 – Second Notice

Second Notice of Overdue Rent

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Rental Unit/Lot #: _____

This is the second notice to inform you that we have still not received your rent payment, which was due on the 1st working day of _____. Our records show that your rent is now **30** days past due.

According to the terms of our Housing Policy and your Rental Agreement, you are required to pay rent at the first of every month. The total amount due is \$ _____.

In accordance with the Housing Policy and your Rental Agreement, we request that you come into our office to pay the overdue rent and/or discuss this situation and make arrangements for payment.

We kindly ask that you please come to the Housing Office as soon as possible. If you have already paid the overdue rent, please disregard this notice.

If you have any questions regarding this matter, you can call me at 705-285-4335, or email me at _____.

On Behalf of the Whitefish River First Nation Housing

Appendix 9 – Final Notice

FINAL NOTICE



Date (dd/mm/yyyy): _____

Tenant's Name: _____

Rental Unit/Lot #: _____

This is to advise you that you are now in jeopardy of being evicted from your home. We have issued two notices, dated _____ and _____, in which we asked you to make payment. Your rent is now **45 days** overdue and we still have not received any payment.

According to the terms of our Housing Policy and your Rental Agreement, you are required to pay rent at the first of every month. The total amount due is \$ _____.

In accordance with the Housing Policy, you now have **5 days** to come into our office to pay the overdue rent or discuss the situation and make arrangements for payment. If you have do not address this situation and contact us, we will have no choice but to issue an **eviction notice**.

We have made every effort to work with you and are prepared to negotiate a repayment plan. This cannot be arranged if you do not come into our office to discuss repayment.

If you have submitted payment, please disregard this notice.

If you have any questions regarding this matter, you can call me at 705-285-4335, or email me at _____.

On Behalf of the Whitefish River First Nation Housing

Appendix 10 – Eviction Notice



EVICTIION NOTICE

Date (dd/mm/yyyy): _____

Tenant's Name: _____

Rental Unit/Lot #: _____

This is to advise you that **you have 24 hours to vacate the unit.** We have exhausted all options and offered to work with you, but you have not contacted our office or made arrangements.

In accordance with Section 9.0 of the Housing Policy, you have the right to appeal this decision. In order to appeal the decision you must deliver written notice of your appeal to Council within **ten (10) days** of receiving this Eviction Notice. If your appeal is received within ten (10) days it will be added to the agenda of the next Council meeting. **During the appeal process, you will be given the right to remain in the unit until a decision has been rendered by Council.**

If you do not want to appeal this decision or if you do not vacate the unit, or enter the unit after the locks have been changed, we will contact the police for assistance.

Should you leave belongings after we have changed the locks, you will be required to contact the Housing Department in order to enter the unit and remove them. We will give you 2 days after we have changed the locks to remove all your belongings, after which we will discard them at your expense.

If you have any questions regarding this matter, you can call me at 705-285-4335, or email me at _____.

On Behalf of the Whitefish River First Nation Housing



Appendix 11 – Arrears Agreement

Tenant Name:	
Account Number	
Monthly Payment Charge \$	Amount of Payment Arrears \$

Agreement to repay arrears between

The Tenant(s): _____

-And -

Whitefish River First Nation (WRFN)

I/we the Tenant(s), acknowledge the amount of arrears owing on our rental account of \$_____. In order to repay full amount of arrears I/we agree to pay the regular monthly payment due on the 1st of each month plus an additional amount for the period noted below, as follows:

Due Date (1 st of the month)	Regular monthly payment amount		Arrears recovery amount	Total
	\$	+	\$	\$
	\$	+	\$	\$
	\$	+	\$	\$
	\$	+	\$	\$
	\$	+	\$	\$
	\$	+	\$	\$

I/we understand that failure to meet the repayment arrangements as noted above constitutes grounds for WRFN to take corrective action as outlined in the Rental Agreement and the Housing Policy.

Tenant Signature:	Date:
-------------------	-------

Tenant Signature:	Date:
Housing Department:	Date:

Failure to abide by the Repayment / Arrears Agreement will result in immediate eviction for non-payment.

Appendix 12 – Market Based Housing Application

Whitefish River First Nation



Market Based Housing Program

Name: _____ Band _____

Number _____

Co-Applicant: _____ Band _____

Number _____

Phone:(h) _____ (w) _____

(c) _____

Do not apply for a bank loan until you have submitted an application to housing and you have received a conditional support letter from Whitefish River Housing.

Please select which program you are applying for:

1) New Construction: _____ Max loan \$200,000 – 5% down

Service Lot Identified: _____

Do you hold Certificate of Possession? _____

Do you have House Plans? _____

2) Renovations: _____ Max Loan \$50,000 – 0% down

Do you hold Certificate of Possession? _____

What kind of Renovations are you going to invest in?

3) Purchase: _____ Max Loan \$200,000 – 5% down

Who is the seller? _____

Does seller have Certificate of Possession of lot? _____

If approved, you will be required to hire a qualified independent appraiser and home inspector and provide copies of reports to the Housing Department.

Has a sale price been negotiated? _____

Will you be including renovations? _____

If yes, please provide some details?

4) Refinance: _____ Max Loan \$200,000

Will you be including renovations? _____ Max Renovations \$10,000 to \$50,000

Which bank holds your mortgage? _____

Approximate balance of mortgage: _____

Existing mortgage plus renovations cannot exceed \$200,000.

What kinds of renovations will you be investing in?

Appendix 13 – Internal Credit Check
Whitefish River First Nation



Market Based Housing Program
Internal Credit Check

Name: _____ Band _____
 Number _____

Co-Applicant: _____ Band _____
 Number _____

Band Members in arrears more than 30 days for any accounts must be dealt with or a repayment plan must be negotiated prior to the issuance of the conditional letter of support.

Finance Use Only

Accounts Receivables Type:

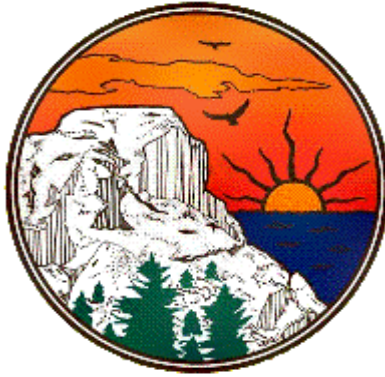
Account Number	Days in Arrears	Amount of Arrears
	Total	\$

Verified _____ by: _____
 Date: _____
 Finance Manager

Full Payment Received? Yes _____ No _____

Repayment Plan Negotiated? Yes _____ No _____

Appendix 14 – Security and Indemnity Agreement



Whitefish River First Nation Security and Indemnity Agreement

THIS AGREEMENT is made the ____ day of _____, 20__.

Between:

Whitefish River First Nation
As represented by its Chief and Council

(“WRFN”)

And:

Borrower #1: _____
Address _____

Borrower #2: _____
Address _____

(the “Borrower(s)”)

being collectively the parties (the “Parties”) to this Agreement.

Background Facts

A. The Borrower, *[insert names of Borrowers if there are multiple WRFN members]*
_____, is a member of WRFN.

- B. [delete if inapplicable] The Borrower, [insert name of non-member spouse] _____, is the non-member spouse of _____ and is the co-applicant on the Loan.
- C. The Borrower has applied for a loan (the "Loan") through the Market Housing Program to [select one: construct a new home, renovate an existing home, or purchase an existing home] that [select one: is or will be] the principal residence of the Borrower (the "Home") on the WRFN reserve.
- D. The Home [select one: is or will be] located on lands described as _____ (the "Land") to which the Borrower has a right of possession pursuant to section 20 of the *Indian Act*, R.S.C. 1985, c. I-5, as amended (the "*Indian Act*").
- E. In order for the Borrower to receive the Loan, WRFN must provide a loan guarantee (the "Loan Guarantee").

Therefore, in consideration of the mutual promises set out in this Agreement and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

Loan Guarantee

1. Upon execution of this Agreement, and provided that the Borrower has first transferred his or her right to possession of the Land to WRFN pursuant to section 24 of the *Indian Act*, WRFN will issue the Band Council Resolution for the Loan Guarantee, in the form set out as Schedule "A" to this Agreement.

Security - Transfer of the Right to Possession of the Land

2. Prior to the execution of this Agreement, the Borrower will transfer the right to possession of the Land to WRFN pursuant to section 24 of the *Indian Act* by executing the form that is set out as Schedule "B" to this Agreement, or the current version of the form that is required by Aboriginal Affairs and Northern Development Canada. WRFN acknowledges that such a transfer requires approval of the Minister of Aboriginal Affairs and Northern Development Canada (the "Minister") to be effective.
3. The Borrower agrees that the Home and any improvements made to the Land or Home during the Term of this Agreement will become part of and a fixture on the Land and will not be removed or destroyed until the Term of this Agreement ends. For greater certainty, this includes mobile homes and manufactured homes.
4. Upon the Loan's principal and any interest being repaid, WRFN will issue a Band Council Resolution transferring the right to possession of the Land back to the Borrower who is a member of WRFN and, subject to the approval of the Minister, the Borrower will take lawful

possession of the Land, the Home and any other improvements on the Land. The Borrower acknowledges that such a transfer requires approval of the Minister to be effective, and that WRFN will only transfer possession pursuant to this clause to a Borrower that is a member of WRFN

5. Without limiting clause 2, the Borrower hereby transfers any remaining rights, titles and interests in all buildings and improvements on the Land, including, but not limited to, the Home, to WRFN until the Borrower has fulfilled all of the terms and conditions of the Loan and this Agreement.

Use of the Loan

6. The Borrower will only use the Loan funds for the purpose of [*select one*: constructing the Home, renovating the Home, or purchasing the Home], in accordance with all applicable WRFN Policies and the Lender's requirements.
7. The Borrower will ensure the contractor responsible for [*select one*: constructing or renovating] the Home (the "Contractor") receives Loan funds only upon satisfactory completion of certain stages of [*select one*: construction or renovation].

[*Select One*: Construction or Renovation] of the Home

8. The Borrower will not select the Contractor without the prior written consent of WRFN.
9. The Borrower will ensure compliance with all applicable construction and building laws, standards, codes, and best practices.
10. If the Borrower fails to ensure compliance with all applicable construction and building laws, standards, codes, and best practices, then WRFN may make any arrangements it deems necessary to ensure compliance. The Borrower shall indemnify WRFN and repay any reasonable costs incurred by WRFN as a result of any actions taken under this clause.
11. If the Borrower fails to ensure that the [*select one*: construction or renovation] proceeds promptly and in a good and workmanlike manner, then WRFN may make any arrangements it deems necessary to ensure that the construction proceeds in a timely fashion. The Borrower shall indemnify WRFN and repay any reasonable costs incurred by WRFN as a result of any actions taken under this clause.

Insurance

12. The Borrower will purchase and maintain "all perils" house insurance in an amount not less than full replacement value of the Home and general liability insurance in the amount of \$1,000,000.00 (or any higher amount that WRFN may notify from time to time) until the

Loan's principal and any interest is repaid in full and this Agreement ends in accordance with clause 35.

13. While the Home is being [*select one*: constructed or renovated], the Borrower will purchase and maintain general liability insurance and construction insurance in a form and an amount satisfactory to WRFN.
14. The Borrower will ensure that all insurance policies required under this Agreement name WRFN as an additional insured, with loss payable to WRFN, and contain a waiver of any subrogation rights that the insurers may have against WRFN.
15. The Borrower will ensure that all insurance policies required under this Agreement require that WRFN be notified in the event of default, cancellation or threat of cancellation.
16. The Borrower will provide insurance policies to WRFN that demonstrate compliance with clauses 12, 13, 14, and 15 of this Agreement.
17. The Borrower will not do anything, or fail to do anything, that will cause the insurance required under this Agreement to be cancelled.
18. If the Borrower fails to maintain the insurance required under this Agreement, WRFN may obtain such insurance and charge the Borrower an amount equivalent to the premiums, which charges will be additional fees under this Agreement. Failure to pay these fees on demand by WRFN will be a breach of this Agreement.

Maintenance

19. The Borrower will keep the Home, the Land and surroundings clean and in good repair and will not allow waste, garbage or other refuse to accumulate.
20. The Borrower is solely responsible for all maintenance and/or repairs that may be required to maintain the Home and the Land.
21. The Borrower will not cause any damage to the Home or Land, including, but not limited to, causing or permitting environmental contamination.
22. The Borrower will be responsible for the cost of any repairs or clean up required due to the intentional or negligent acts or omissions of the Borrower.

Inspection

23. Provided that WRFN provides the Borrower with 48 hours prior written notice, WRFN may enter and inspect the Home to determine whether the Borrower is complying with this Agreement and the WRFN Housing Policy.

Non-Member Borrower/Co-Applicant

24. In the event that one or more Borrower is not a member of the First Nation, that non-member Borrower hereby acknowledges that he or she has no present or future possessory interest in the Land or in any buildings or improvements on the Land, including, but not limited to, the Home (the “Improvements”). The non-member Borrower further agrees that any interest that he or she holds in the Land or Improvements ranks second in priority to WRFN’s interests in the Land and Improvements.
25. Clause 24 survives the termination of this Agreement.

Assignment

26. The Borrower will not assign or transfer any right, obligation, title, or interest the Borrower has or owes under the Loan agreement or this Agreement without the prior written consent of WRFN.

Application of the WRFN Housing Policy

27. By signing this Agreement the Borrower agrees that he/she has read and is familiar with the WRFN Housing Policy and agrees to be bound by both the terms of this Agreement and the Housing Policy, including any amendments to the Housing Policy as and when amendments are approved by WRFN. In the event of any inconsistency between this Agreement and the Housing Policy, this Agreement shall prevail.

Successors

28. WRFN may treat the death of the Borrower as a breach of this Agreement unless:
- a. the Borrower has sufficient life insurance to pay out the Loan and has notified WRFN of his or her beneficiary in advance and in writing, in which case WRFN will enter into a purchase agreement with the beneficiary, provided that he or she is a WRFN Member; or
 - b. the Borrower has notified WRFN of his or her beneficiary in advance and in writing, in which case WRFN will assign this Agreement and the Loan to the beneficiary, provided that the beneficiary consents to assignment of this Agreement and the Loan and is a WRFN member.

Default/Breach

29. The Borrower will immediately notify WRFN if the Borrower is at risk of defaulting on their Loan agreement or if the Borrower does default on their Loan agreement.

30. If the Borrower defaults on their Loan agreement, the Borrower will be deemed to be in breach of this Agreement.
31. If the Borrower fails to comply with or breaches the Housing Policy, the Borrower will be deemed to be in breach of this Agreement.
32. If the Borrower breaches any clause of this Agreement, WRFN may, by written notice to the Borrower, immediately declare the Term of this Agreement ended.
33. If WRFN declares the Term ended, then:
- a. the Borrower's right to occupy the Home, Land and any other improvements (the "Premises") will terminate without re-entry or any other act or legal proceedings and WRFN may re-enter the Premises and possess and enjoy them as if this Agreement had not been made;
 - b. the Borrower will peaceably surrender to WRFN the Premises in the condition the Premises were required to be kept under this Agreement; and
 - c. without limiting the generality of the foregoing, WRFN will retain all rights, titles and interests in the Premises and may sell, transfer, convey, lease, rent or otherwise dispose of the Premises, free and clear of any claim by the Borrower.

Indemnification

34. The Borrower will indemnify and save harmless WRFN from any and all liabilities, fines, suits, claims, costs or expenses WRFN incurs as guarantor or otherwise in connection with this Agreement, any injury, death, damage or loss of any person arising out of the Borrower's occupation of the Premises, the Borrower's performance or breach of a clause of the Agreement, including, without limitation, any liabilities not covered by the insurance required under this Agreement, or which result from the failure of the Borrower to maintain the insurance required under this Agreement.

Term

35. This Agreement will remain in full force and effect until either:
- a. the Loan is repaid in full, all other terms of this Agreement have been complied with, and WRFN has transferred the Land back to the Borrower in accordance with clause 4; or
 - b. WRFN declares the term ended under clause 32.

Notice

36. Any written notice required under this Agreement may be given by personal delivery to the undersigned or by mail to the addresses set out on page 1. It is the responsibility of each

Party to this Agreement to notify the other Parties if their address for delivery changes. A notice will be considered to be received if delivered personally on the date of delivery, and if delivered by mail three business days after mailing.

General Provisions

37. Any amendment to this Agreement will be made in writing, executed by all Parties and attached as an addendum to this Agreement.
38. This Agreement and the Schedules to this Agreement constitute the entire agreement between the Parties pertaining to the subject matter of this Agreement. There are no warranties, representations or agreements between the Parties in connection with the subject matter of this Agreement, except as specifically set out in this Agreement.
39. Words in the singular include the plural form, unless the context otherwise requires.
40. The Borrower(s) acknowledges that he/she/they have each had the opportunity to obtain independent legal advice prior to signing this Agreement, including, without limitation, legal advice concerning on-reserve spousal property matters and the property rights of non-members, if applicable.
41. The effective date of this Agreement is the date this Agreement is signed by all the Parties.

IN WITNESS WHEREOF there Parties have executed this Agreement in _____, Ontario, on _____, 20__.

Witnessed by me at _____)	
in the Province of Ontario)	
this ____ day of _____, 20__.)	
)	
_____)	_____
Witness)	WRFN Chief

Witnessed by me at _____)	
in the Province of Ontario)	
this ____ day of _____, 20__.)	
)	
_____)	_____
Witness)	WRFN Councillor

Witnessed by me at _____
in the Province of Ontario
this ____ day of _____, 20____.

Witness

)
)
)
)
)
)

WRFN Councillor

Witnessed by me at _____
in the Province of Ontario
this ____ day of _____, 20____.

Witness

)
)
)
)
)
)

WRFN Councillor

Witnessed by me at _____
in the Province of Ontario
this ____ day of _____, 20____.

Witness

)
)
)
)
)
)

WRFN Councillor

Witnessed by me at _____
in the Province of Ontario
this ____ day of _____, 20____.

Witness

)
)
)
)
)
)

Borrower #1 (Print Name Here & Sign on Line)

Witnessed by me at _____
in the Province of Ontario
this ____ day of _____, 20____.

Witness

)
)
)
)
)
)

Borrower #2 (Print Name Here & Sign on Line)

Schedule “A” – Band Council Resolution for the Loan Guarantee

Whereas, Chief and Council of Whitefish River First Nation have entered into an agreement with The First Nations Market Housing Fund to address the housing needs of Whitefish River First Nation’s Membership, and

Whereas, a component of the agreement is to provide access to financing through a lending institution for Band Members who desire to take control of their individual housing needs, and

Whereas Council Motion # (xxx), (Date (month, day, year) approved entering into an agreement with the First Nations Market Housing Fund in an effort to provide good quality housing options for our Membership, and

Whereas the proposal submitted by the (name of lender) was accepted by Whitefish River First Nation and the First Nations Market Housing Fund on (Date (month, day year), and

Whereas Band Member (Full Name), Band # (xxx) has qualified for bank financing with the (name of lender), and

Whereas Band Member (Full Name), Band # (xxx) has endorsed the agreement which is inclusive of a transfer of land, namely transferring right, title and interest to the Band of the lands and premises situated on the (name of reserve), being more particularly described as;

Legal Land Description: Lot # x Block x
 Plan # x
 Civic address if one exists

Whereas Band Member (Full Name), Band # (xxx) agrees to insure the building located at Lot# xxx Block xxx, Plan # xxx , (Civic Address if one exists) in favour of (name of lender), and

Whereas Band Member (Full Name), Band # (xxx) has entered into a Security and Indemnity Agreement in favour of the Band, and

Whereas, Band Member (Full Name), Band # (xxx) agrees that cash release shall be in the form of progress draws approved and authorized by (name of lender), and

Now therefore be it resolved;

That the Council of Whitefish River First Nation approves the request of Member (Full Name), Band # (xxx), to guarantee payment of his loan in the amount of \$ (xxx) from the (Name of lender) and authorizes the signing of the loan guarantee agreement.



Schedule "B" – Section 24 Transfer Form

Transfer of Land in an Indian Reserve (under the *Indian Act*)

Privacy

Act Statement

The information you provide in this document is collected under the authority of Section 24 of the *Indian Act* for the purpose of determining that the transferor of the property and the individual receiving the property are registered members, either holding lawful possession and eligible to lawful possession on the said reserve. Information on individuals is used by Aboriginal Affairs and Northern Development Canada employees who need to know the information in order to respond to your request and/or the program requirements. The personal information will be kept for a period of 30 years and then transferred Library and Archives Canada. Individuals have the right to the protection of and access to their personal information under the *Privacy Act*. The information collected is described under the Personal Information Bank AANDC PPU 090.

I/We _____

of Band No.(s) _____

member(s) of the Whitefish River First Nation registered in lawful possession of all and singular that certain parcel of land being: (Describe only the land being transferred)

_____ Indian Reserve No. _____
(Name)

in the Province of _____

DO HEREBY in consideration of the sum of one dollar, paid to me/us by the Whitefish River First Nation the receipt of which sum is hereby acknowledged transfer to the said Whitefish River First Nation

All my/our estate and interest in the said parcel(s) of land granted to me pursuant to the provision of the *Indian Act*.

*(If joint tenancy and not tenancy in common specify. Not applicable in Province of Quebec.)

In witness whereof I/We, have hereunto subscribed my/our name(s) this _____ day of _____, 20____.

Signed in the presence of

(Witness Name)

(Witness Signature)

(Transferor Signature)

(Witness Name)

(Witness Signature)

(Transferor Signature)

NOTE:

1. Where the Transferor signs by "mark", TWO witnesses are required, neither of who may sign by "mark".
2. Affidavit of Execution to be completed on the following page by the witness. Where more than one witness, additional Affidavits of Execution are required.
3. Where only one witness for both signatures insert "as to both signatures".

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF ONTARIO) I, _____
)
) of the City of _____
)
) in the Province of Ontario
TO WIT:)
) make oath and say:

1. That I was personally present and did see the within instrument duly executed by: _____
(Where execution by mark insert applicable clause)
2. That I know the said party(ies) and that the said party(ies) in my belief is/are the full age of _____ years.
3. That I am the subscribing witness to the said instrument

(Witness Signature)

SWORN/AFFIRMED BEFORE me

at _____,
in the Province of Ontario,
This _____ of _____, _____.
(Day) (Month) (Year)

A Notary Public/Commissioner for Oaths in and for the

Province/Territory: _____

My commission expires: _____

NOTE: EXECUTION BY MARK

Where the transfer is signed by mark the following should be added to the attestation clause to be signed by the witness: "The said transfer having been first truly and audibly read over to him/her, when he/she appeared to understand it, and made his/her mark hereto in our presence as a foresaid."



Appendix 15 – Conditional Letter of Support
DRAFT CONDITIONAL LETTER OF SUPPORT

Financial Institution

_____, 20__

Dear Sir/Madam:

Re: **Conditional Support – Market Based Housing Program**
Applicant Name

Please accept this letter as our conditional support for **Applicant Name** loan application with your financial institution for **new construction/renovations/refinance**. The applicant has met our internal pre-qualifications requirements, and is now eligible to apply for a pre-approved mortgage.

This Conditional Letter of Guarantee is **not** to be construed as a final guarantee, but only serves to inform you that Whitefish River First Nation has reviewed this application and is in a position to guarantee this loan, provided the applicant meets your minimum mortgage requirements. As you know, this means satisfactory credit history, job tenure, acceptable TDS ratios and income requirements.

If the applicant meets your credit requirements, along with the other mandatory requirements such as providing proof of life and fire insurance, a Band Council Resolution, and CMHC Certificate of insurance, then a Credit Enhancement Certificate from the First Nations Market Housing Fund will be issued to your financial institution guaranteeing the mortgage.

If you have any questions on the above, please do not hesitate to contact the undersigned at your convenience.

Sincerely,

Appendix 16 – Band Council Resolution for Loan Guarantee

Whereas, Chief and Council of (xxx) First Nation have entered into an agreement with The First Nations Market Housing Fund to address the housing needs of the Membership, and

Whereas, a component of the agreement is to provide access to financing through a lending institution for Band Members who desire to take control of their individual housing needs, and

Whereas Council Motion # (xxx), (Date (month, day, year) approved entering into an agreement with First Nations Market Housing Fund in an effort to provide good quality housing option for our Membership, and

Whereas the proposal submitted by the (name of lender) was accepted by (xxx) First Nation and the First Nations Market Housing Fund on (Date (month, day year), and

Whereas Band Member (Full Name), Band # (xxx) has qualified for bank financing with the (name of lender), and

Whereas Band Member (Full Name), Band # (xxx) has endorsed the agreement which is inclusive of a transfer of land, namely transferring right, title and interest to the Band of the lands and premises situation on the (name of reserve), being more particularly described as;

Legal Land Description: Lot # x Block x
 Plan # x
 Civic address if one exists

Whereas Band Member (Full Name), Band # (xxx) agrees to insure the building located at Lot# xxx Block xxx, Plan # xxx ,(Civic Address if one exists)
in favour of (name of lender), and

Whereas Band Member (Full Name), Band # (xxx) has entered into a Security and Indemnity Agreement in favour of the Band, and

Whereas, Band Member (Full Name), Band # (xxx) agrees that cash release shall be in the form of progress draws approved and authorized by (name of lender), and

Now therefore be it resolved;

That the Council of (xxx) First Nation approves the request of Member (Full Name), Band # (xxx), to guarantee payment of his loan in the amount of \$ (xxx) from the (Name of lender) and authorizes the signing of the loan guarantee agreement.



Appendix 17 – Market Based Housing Checklist

Whitefish River First Nation

Market Based Housing Program

Name: _____ Band Number: _____

Co-Applicant: _____ Band Number: _____

Phone:(h) _____ (w) _____ (c) _____

Pre-Qualification Process

	Rec'd	Date
Application	_____	_____
Internal Credit Check	_____	_____
Serviced Lot Identified (New Construction)	_____	_____
Life Insurance	_____	_____

Construction

☐

- ☐ House Plans
- ☐ Plans Review
- ☐ Copy of CP & Lot #
- ☐ Contractors Quote
- ☐ Conditional letter of Support
- ☐ Life Insurance
- ☐ Fire Insurance
- ☐ Loan Agreement
- ☐ BCR for quarantine
- ☐ Contractors contract, WSIB & Liability Insurance

Renovations

☐

- ☐ Confirmation of CP & Transfer
- ☐ Plans Review
- ☐ Fire Insurance
- ☐ Conditional Letter of Support
- ☐ Contractors Contract, WSIB & Liability Insurance
- ☐ Loan Documents
- ☐ Life Insurance
- ☐ BCR for quarantine

Purchase

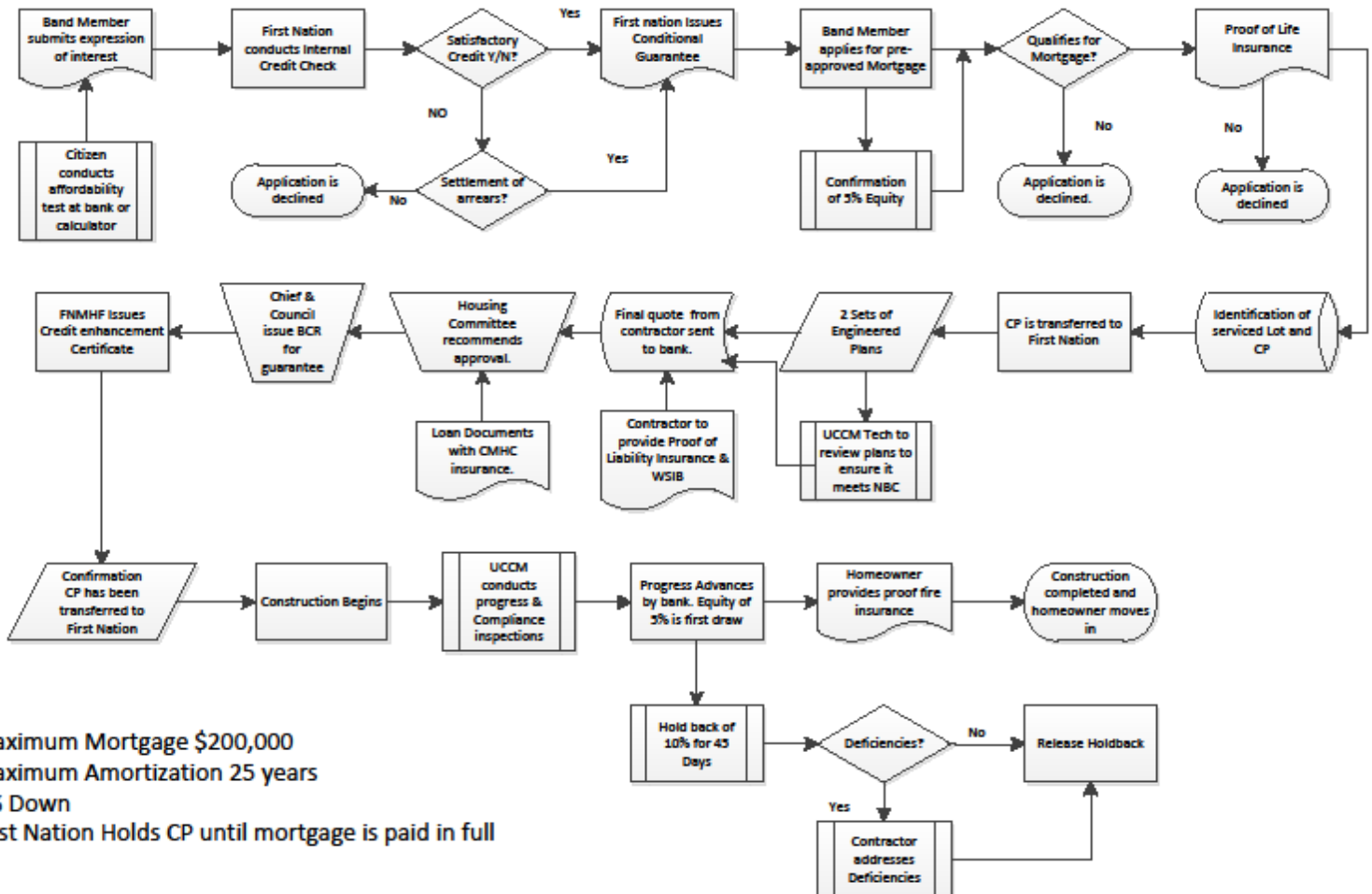
☐

- ☐ Confirmation Sellers holds CP
- ☐ Transfer of CP to band
- ☐ Home Inspection Report
- ☐ Home Appraisal
- ☐ Sales Agreement
- ☐ Conditional letter of Support
- ☐ Loan Agreement
- ☐ Fire Insurance
- ☐ Life Insurance
- ☐ BCR for quarantine
- ☐ Contractors Contract (renos), WSIB & Liability Insurance

Appendix 18 - Flowcharts for Market Based Housing Program

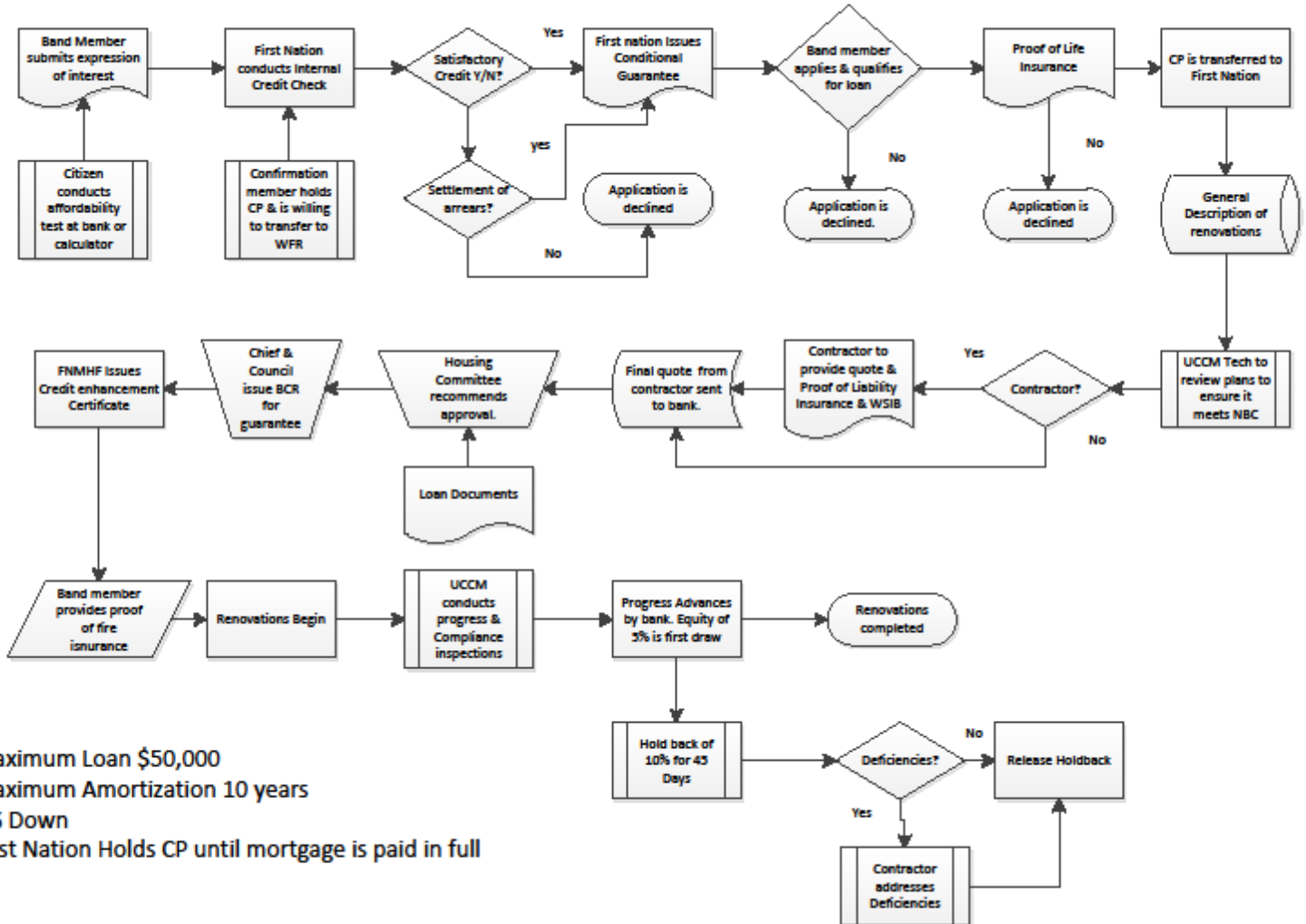


Whitefish River First Nation – New Construction – Market Based Home Ownership





Whitefish River First Nation – Renovations – Market Based Home Ownership



Maximum Loan \$50,000

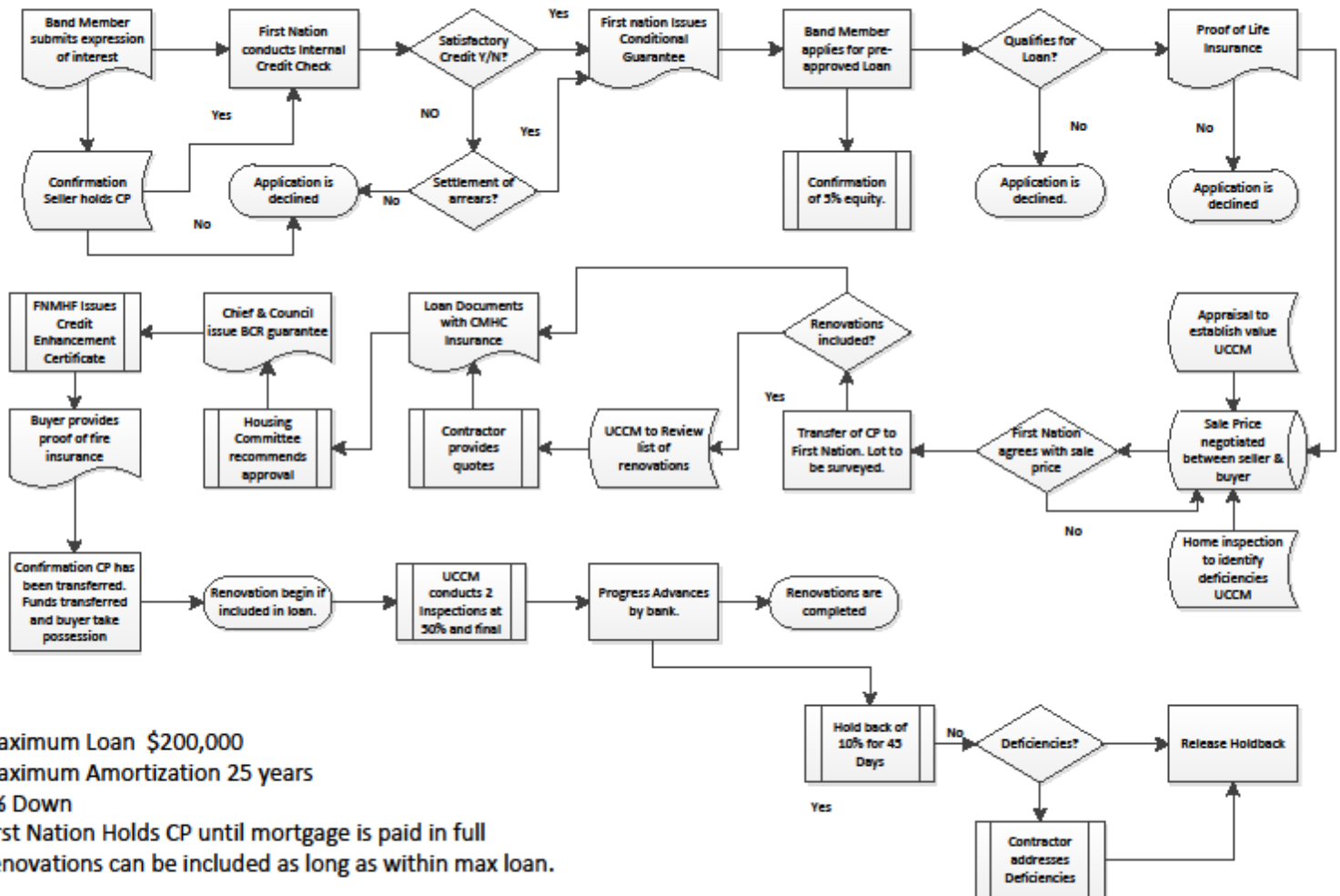
Maximum Amortization 10 years

0% Down

First Nation Holds CP until mortgage is paid in full



Whitefish River First Nation - Purchase – Market Based Home Ownership



Appendix 19 – Code of Confidentiality



WHITEFISH RIVER FIRST NATION HOUSING COMMITTEE CODE OF CONFIDENTIALITY

I, _____ do swear that I will faithfully discharge my duties as a Member of the Whitefish River First Nation Housing Committee and will observe and comply with the laws of Canada and Ontario, and except as I may be required legally. I will not disclose or give to any person any information or document that comes to my knowledge or possession by reason or my being a member of the Whitefish River First Nation Housing Committee.

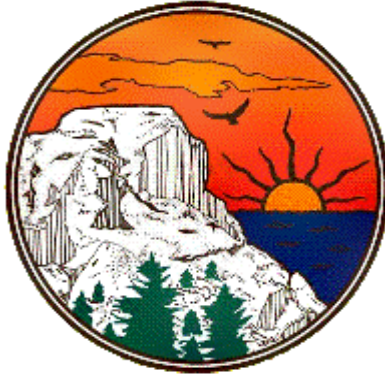
I hereby declare that I will uphold and adhere to the Whitefish River First Nation Terms of Reference.

I also understand that any breach of confidentiality by myself will result in disciplinary action up to and including dismissal from the Whitefish River First Nation Housing Committee.

Signed by: _____, this day of _____,
20____.

Witnessed by: _____, this day of
_____, 20_____.

Appendix 20 – Housing Loan Agreement



**Whitefish River First Nation
Housing Loan Agreement**

THIS LOAN AGREEMENT is made in duplicate this ____ day of _____ 20____.

Between:

Whitefish River First Nation
As represented by its Chief and Council

(“WRFN”)

And:

Address _____

(the “Borrower”)

And:

Address _____

(the “Non-Member Spouse”)

being collectively the parties (the “Parties”) to this Agreement.

Background Facts

- A. The Borrower is a member of WRFN.
- B. The Borrower has applied to WRFN for a WRFN Housing Loan (the “Loan”) to assist with the cost of [*select one*: constructing a new home or purchasing an existing Band-Administered Home] that [*select one*: is or will be] the principal residence of the Borrower (the “Home”) on the WRFN reserve.
- C. The Home [*select one*: is or will be] located on the lands described as _____ (the “Land”) to which the Borrower has a right of possession pursuant to section 20 of the *Indian Act*, R.S.C. 1985, c. I-5, as amended (the “*Indian Act*”).

Therefore, in consideration of the mutual promises set out in this Agreement and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

Loan Amount and Repayment of Loan

1. Upon execution of this Agreement, and provided that the Borrower has first transferred his or her right to possession of the Land to WRFN pursuant to section 24 of the *Indian Act*,

WRFN will loan to the Borrower the sum of \$_____ out of WRFN's housing funds, for the [select one: construction or purchase] of the Home.

2. The Borrower agrees to repay WRFN the sum of the Loan, namely \$_____, by making a monthly loan payment of \$200.00 on the first (1st) day of every month (the "Monthly Loan Payment") until the Loan's principal and any interest is fully repaid.
3. The first Monthly Loan Payment comes due on the first (1st) day of _____, 20____.
4. At any time during the Term of this Agreement, the Borrower may make payments larger than those specified in clause 2 of this Agreement and may pay the entire outstanding amount of the Loan without bonus or penalty.

Security - Transfer of the Right to Possession of the Land

5. Prior to the execution of this Agreement, the Borrower will transfer the right to possession of the Land to WRFN pursuant to section 24 of the *Indian Act* by executing the form that is set out as Schedule "A" to this Agreement, or the current version of the form that is required by Aboriginal Affairs and Northern Development Canada. WRFN acknowledges that such a transfer requires approval of the Minister of Aboriginal Affairs and Northern Development (the "Minister") to be effective.
6. The Borrower agrees that the Home and any improvements made to the Land or Home during the Term of this Agreement will become part of and a fixture on the Land and will not be removed or destroyed until the Term of this Agreement ends. For greater certainty, this includes mobile homes.
7. Upon the Loan's principal and any interest being repaid, WRFN will issue a Band Council Resolution transferring the right to possession of the Land back to the Borrower and, subject to the approval of the Minister, the Borrower will take lawful possession of the Land, the Home and any other improvements on the Land. The Borrower acknowledges that such a transfer requires approval of the Minister to be effective.
8. Without limiting clause 5, the Borrower hereby transfers any remaining rights, titles and interests in all buildings and improvements on the Land, including, but not limited to, the Home, to WRFN until the Borrower has fulfilled all of the terms and conditions of the Loan and this Agreement.

Use of the Loan

9. The Borrower will only use the Loan funds for the purpose of [*select one*: constructing the Home or purchasing the Home.]
10. The Borrower will ensure the contractor responsible for constructing the Home (the “Contractor”) receives Loan funds upon satisfactory completion of certain stages of construction.

Construction of the Home

11. The Borrower will not select the Contractor without the prior written consent of WRFN.
12. The Borrower will ensure compliance with all applicable construction and building laws, standards, codes, and best practices.
13. The Borrower will ensure construction commences within six (6) months of the Borrower receiving the Loan funds.
14. The Borrower will ensure construction is completed within one (1) year of the Borrower receiving the Loan funds.
15. If the Borrower fails to ensure compliance with all applicable construction and building laws, standards, codes, and best practices, then WRFN may make any arrangements it deems necessary to ensure compliance. The Borrower shall indemnify WRFN and repay any reasonable costs incurred by WRFN as a result of any actions taken under this clause.
16. If the Borrower fails to ensure that the construction proceeds promptly and in a good and workmanlike manner, then WRFN may make any arrangements it deems necessary to ensure that the construction proceeds in a timely fashion. The Borrower shall indemnify WRFN and repay any reasonable costs incurred by WRFN as a result of any actions taken under this clause.
17. The Borrower will ensure that compliance inspections are, at a minimum, carried out by a designated housing inspector at the following stages of construction:
 - a. Planning;
 - b. Site preparation;
 - c. Footings and foundation;
 - d. Framing;
 - e. Insulation and vapor barrier installation; and
 - f. Final completion.

Insurance

18. The Borrower will purchase and maintain “all perils” house insurance in an amount not less than full replacement value of the Home and general liability insurance in the amount of \$1,000,000.00 (or any higher amount that WRFN may notify from time to time) until the Loan’s principal and any interest is repaid in full and this Agreement ends in accordance with clause 42.
19. While the Home is being constructed, the Borrower will purchase and maintain general liability insurance and construction insurance in a form and an amount satisfactory to WRFN.
20. The Borrower will ensure that all insurance policies required under this Agreement name WRFN as an additional insured, with loss payable to WRFN, and contain a waiver of any subrogation rights that the insurers may have against WRFN.
21. The Borrower will not do anything, or fail to do anything, that will cause the insurance required under this Agreement to be cancelled.
22. The Borrower will ensure that all insurance policies required under this Agreement require that WRFN be notified in the event of default, cancellation or threat of cancellation.
23. The Borrower will provide insurance policies to WRFN on an annual basis that demonstrates compliance with clauses 18, 19, 20, and 22 of this Agreement.
24. If the Borrower fails to maintain the insurance required under this Agreement, WRFN may obtain such insurance and charge the Borrower an amount equivalent to the premiums, which charges will be additional fees under this Agreement. Failure to pay these fees on demand by WRFN will be a breach of this Agreement.

Maintenance

25. The Borrower will keep the Home, the Land and surroundings clean and in good repair and will not allow waste, garbage or other refuse to accumulate.
26. The Borrower is solely responsible for all maintenance and/or repairs that may be required to maintain the Home and the Land.
27. The Borrower will not cause any damage to the Home or Land, including, but not limited to, causing or permitting environmental contamination.
28. The Borrower will be responsible for the cost of any repairs or clean up required due to the intentional or negligent acts or omissions of the Borrower.

Inspection

29. Provided that WRFN provides the Borrower with 48 hours prior written notice, WRFN may enter and inspect the Home to determine whether the Borrower is complying with this Agreement and the WRFN Housing Policy.

Non-Member Spouse

30. The Non-Member Spouse hereby acknowledges that he or she has no present or future possessory interest in the Land or in any buildings or improvements to the Land, including, but not limited to, the Home (the "Improvements"). The Non-Member Spouse further acknowledges and agrees that any interest that he or she holds in the Land or Improvements ranks second in priority to WRFN's interests in the Land and Improvements.
31. Clause 30 survives the termination of this Agreement.

Assignment

32. The Borrower will not assign or transfer any right, obligation, title, or interest the Borrower has or owes under this Agreement without the prior written consent of WRFN.

Application of the WRFN Housing Policy

33. By signing this Agreement the Borrower agrees that he/she has read and is familiar with the WRFN Housing Policy and agrees to be bound by both the terms of this Agreement and the WRFN Housing Policy, including any amendments to the Housing Policy as and when amendments are approved by WRFN. In the event of any inconsistency between this Agreement and the WRFN Housing Policy, this Agreement shall prevail.

Successors

34. WRFN may treat the death of the Borrower as a breach of this Agreement unless:
- a. The Borrower has sufficient life insurance to pay out the Loan and has notified WRFN of his or her beneficiary in advance and in writing, in which case WRFN will enter into a purchase agreement with the beneficiary, provided that he or she is a WRFN Member; or
 - b. The Borrower has notified WRFN of his or her beneficiary in advance and in writing, in which case WRFN will assign this Agreement and the Loan to the beneficiary, provided that the beneficiary consents to assignment of this Agreement and the Loan and is a WRFN member.

Default & Breach of this Agreement

35. If the Borrower fails to make a Monthly Loan Payment, the Borrower will be deemed to be in default ("Default"). WRFN will provide written notice of the Default to the Borrower. WRFN may, but is not obligated to, provide counseling, and the Borrower will have the opportunity to establish an arrears payment plan.
36. If the Loan is still in Default thirty (30) days after the date the first notice was issued, a second notice will be sent and the Borrower will be required to attend a meeting to review the situation and establish an arrears payment plan
37. If the Loan is still in Default thirty (30) days after the date the second notice was issued, a third notice will be sent to the Borrower by registered mail. This notice will demand that regular payments begin and an agreement be made for the arrears within thirty (30) days. If the Loan is still in Default at the expiration of this final thirty (30) day period, WRFN may declare the Term of this Agreement ended.
38. If the Borrower fails to comply with or breaches the Housing Policy, the Borrower will be deemed to be in breach of this Agreement.
39. If the Borrower breaches any provision of this Agreement, other than by failing to make a Monthly Loan Payment, WRFN may, by notice to the Borrower, immediately declare the Term of this Agreement ended.
40. If WRFN declares the Term ended, then:
 - a. the Borrower's right to occupy the Home, Land and any other Improvements (the "Premises") will terminate without re-entry or any other act or legal proceedings and WRFN may re-enter the Premises and possess and enjoy them as if this Agreement had not been made;
 - b. the Borrower will peaceably surrender to WRFN the Premises in the condition the Premises were required to be kept under this Agreement;
 - c. the entire outstanding amount of the Loan's principal and any interest will immediately become due to WRFN from the Borrower; and
 - d. without limiting the generality of the foregoing, WRFN will retain all rights, titles and interests in the Premises and may sell, transfer, convey, lease, rent or otherwise dispose of the Premises, free and clear of any claim by the Borrower.

Indemnification

41. The Borrower will indemnify and save harmless WRFN from any and all liabilities, fines, suits, claims, costs or expenses WRFN incurs as lender or otherwise in connection with this Agreement, any injury, death, damage or loss of any person arising out of the Borrower's occupation of the Premises, the Borrower's performance or breach of a clause of the Agreement, including, without limitation any liabilities not covered by the insurance

required under this Agreement, or which result from the failure of the Borrower to maintain the insurance required under this Agreement.

Term

42. This Agreement will remain in full force and effect until either:
- a. the Loan is repaid in full, all other terms of this Agreement have been complied with, and WRFN has transferred the land back to the Borrower; or
 - b. WRFN declares the term ended under clauses 37 or 39.

Notice

43. Any written notice required under this Agreement may be given by personal delivery to the undersigned or by mail to the addresses set out on page 1. It is the responsibility of each Party to this Agreement to notify the other Parties if their address for delivery changes. A notice will be considered to be received if delivered personally on the date of delivery, and if delivered by mail three business days after mailing.

General Provisions

44. Any amendment to this Agreement will be made in writing, executed by all Parties and attached as an addendum to this Agreement.
45. This Agreement and the Schedules to this Agreement constitute the entire agreement between the Parties pertaining to the subject matter of this Agreement. There are no warranties, representations or agreements between the Parties in connection with the subject matter of this Agreement, except as specifically set out in this Agreement.
46. Words in the singular include the plural form, unless the context otherwise requires.
47. The Borrower and the Non-Member Spouse each acknowledge that they have had to the opportunity to obtain independent legal advice prior to signing this Agreement, including, without limitation, legal advice concerning on-reserve spousal property matters and the property rights of the Non-Member Spouse.

48. The effective date of this Agreement is the date this Agreement is signed by all the Parties.

IN WITNESS WHEREOF there Parties have executed this Agreement in _____, ON., on _____, 20____.

Witnessed by me at _____)

in the Province of Ontario)

this ____ day of _____, 20____.)

)

_____))

Witness)

WRFN Chief

Witnessed by me at _____)

in the Province of Ontario)

this ____ day of _____, 20____.)

)

_____))

Witness)

WRFN Councillor

Witnessed by me at _____)

in the Province of Ontario)

this ____ day of _____, 20____.)

)

_____))

Witness)

WRFN Councillor

Witnessed by me at _____)
in the Province of Ontario)
this ____ day of _____, 20__.

_____))
Witness)

_____))
WRFN Councillor

Witnessed by me at _____)
in the Province of Ontario)
this ____ day of _____, 20__.

_____))
Witness)

_____))
WRFN Councillor

Witnessed by me at _____)
in the Province of Ontario)
this ____ day of _____, 20__.

_____))
Witness)

_____))
Borrower (Print Name Here & Sign on Line)

Witnessed by me at _____)
in the Province of Ontario)
this ____ day of _____, 20__.

_____))
Witness)

_____))
Non-Member Spouse (Print Name Here & Sign
on Line)

Schedule "A" – Section 24 Transfer Form

**Transfer of Land in an Indian Reserve
(under the *Indian Act*)**

Privacy

Act Statement

The information you provide in this document is collected under the authority of Section 24 of the *Indian Act* for the purpose of determining that the transferor of the property and the individual receiving the property are registered members, either holding lawful possession and eligible to lawful possession on the said reserve. Information on individuals is used by Aboriginal Affairs and Northern Development Canada employees who need to know the information in order to respond to your request and/or the program requirements. The personal information will be kept for a period of 30 years and then transferred Library and Archives Canada. Individuals have the right to the protection of and access to their personal information under the *Privacy Act*. The information collected is described under the Personal Information Bank AANDC PPU 090.

I/We _____

of Band No.(s) _____

member(s) of the Whitefish River First Nation registered in lawful possession of all and singular that certain parcel of land being: (Describe only the land being transferred)

_____ Indian Reserve No. _____

(Name)

in the Province of _____

DO HEREBY in consideration of the sum of one dollar, paid to me/us by the Whitefish River First Nation the receipt of which sum is hereby acknowledged transfer to the said Whitefish River First Nation

All of my/our estate and interest in the said parcel(s) of land granted to me pursuant to the provision of the *Indian Act*.

*(If joint tenancy and not tenancy in common specify. Not applicable in Province of Quebec.)

In witness whereof I/We, have hereunto subscribed my/our name(s) this _____ day of _____, 20____.

Signed in the presence of

(Witness Name)

(Witness Signature)

(Transferor Signature)

(Witness Name)

(Witness Signature)

(Transferor Signature)

NOTE:

4. Where the Transferor signs by "mark", TWO witnesses are required, neither of who may sign by "mark".

5. Affidavit of Execution to be completed on the following page by the witness. Where more than one witness, additional Affidavits of Execution are required.
6. Where only one witness for both signatures insert "as to both signatures".

AFFIDAVIT OF EXECUTION

CANADA)
 PROVINCE OF ONTARIO) I, _____
)
) of the City of _____
)
) in the Province of Ontario
 TO WIT:)
) make oath and say:

1. That I was personally present and did see the within instrument duly executed by: _____
 (Where execution by mark insert applicable clause)
2. That I know the said party(ies) and that the said party(ies) in my belief is/are the full age of _____ years.
3. That I am the subscribing witness to the said instrument

 (Witness Signature)

SWORN/AFFIRMED BEFORE me

at _____,
 in the Province of Ontario,
 This _____ of _____, _____.
 (Day) (Month) (Year)

 A Notary Public/Commissioner for Oaths in and for the

Province/Territory: _____

My commission expires: _____

NOTE: EXECUTION BY MARK

Where the transfer is signed by mark the following should be added to the attestation clause to be signed by the witness: "The said transfer having been first truly and audibly read over to him/her, when he/she appeared to understand it, and made his/her mark hereto in our presence as aforesaid."