



Swan River First Nation Housing Policy

August 2023

PREAMBLE

Swan River First Nation (Swan River) has a vision of operating a financially responsible housing program that provides safe and healthy homes for its members.

The purpose of this policy is to set out guidelines and processes for the allocation and maintenance of units under the Swan River Housing Program.

In accordance with its obligations, the Federal Government provides funding for housing on reserve. However, it must be noted, that the funding which is provided by the Federal Government to Swan River First Nation for housing is inadequate. It is important that the members of Swan River First Nation are fully aware of this.

While Swan River First Nation continues to pursue adequate housing resources from the Federal Government, the reality remains that the community must continue to administer a housing program for its members according to this Housing Policy.

Swan River First Nation wishes to outgrow this unbalanced relationship with the Federal Government and assert Self Determination in all areas of community life, including housing. Swan River First Nation accesses the right to Self Determination through the Nations Inherent and Treaty Rights.

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GLOSSARY

Allocation – the process of assigning a housing unit to a member who has submitted a Housing Application Form.

Council – means the Chief and Council of Swan River First Nation.

Family Home – means a home that was built and given by Swan River First Nation to a specific family of Swan River and has been continuously resided in by members of that family and passed down through the generations. Newly constructed homes are not considered Family Homes.

Householder – means the individual who has been allocated a housing unit and has signed a Householder Agreement with Swan River First Nation.

Housing Assets – means the collective housing units owned by Swan River First Nation.

Housing Committee – means the Swan River First Nation Housing Committee.

Housing Unit – means individual houses (including trailers, RTM's, etc.) owned by Swan River First Nation.

Member – means any person whose name appears on the members list of Swan River First Nation as maintained by Indigenous Services Canada.

Nation – means Swan River First Nation.

Occupant – means a person who resides in a housing unit but is not the Householder.

Overcrowded – means where a housing unit is occupied by more than eight individuals.

Personal property – means the contents of a housing unit owned by the Householder.

Privately Owned – means a unit located on reserve lands not owned by Swan River First Nation.

Renovation – means the act of making physical improvements to a housing unit.

Reserve – means the lands comprised of Swan River First Nation.

Sublease Householder – means the individual who has been approved to sublease a housing unit from a Householder and has signed a Sublease Agreement with Swan River First Nation.

Swan River – means Swan River First Nation.

Vacant/Abandoned housing unit – means when the occupant or Householder has not lived in or used the house for two (2) months or an acceptable reason for vacating the Nation house.

Working days – means the days of Monday to Friday on a weekly basis, not including statutory holidays.

1.0 EFFECTIVE DATE AND AMENDMENTS

- .1 The Chief and council have duly authorized this Swan River First Nation Housing Policy by Band Council Resolution # _____ as of (date) _____. (Copy attached)
- .2 This Swan River First Nation Policy is effective as of (date) _____ and shall continue to be valid and in force until such a time they are formally amended in accordance with amendment procedure outlined herein.
- .3 This Policy shall be reviewed by the Housing Committee annually and recommendations for changes be forwarded to Chief and Council to approve the amendments.
- .4 The Swan River First Nation Housing Policy or any sub-item thereof may be altered, added to, or amended at any time by Chief and Council by Band Council Resolution.
- .5 Chief and Council shall ensure members are notified of all amendments to this document.

2.0 PURPOSE OF THIS POLICY

- .1 To establish fair and impartial criteria to assist in the status of applicants for new and vacant housing and applicants seeking repairs or renovations to existing houses.
- .2 To establish procedures for undertaking and recording maintenance activities on Swan River housing assets.
- .3 To establish rules and guidelines for housing occupation on the reserve of Swan River First Nation.

3.0 AUTHORITY AND ADMINISTRATION

- .1 These policies apply to:
 - a. All existing and future Swan River housing units located on the Swan River First Nation Reserve and fee simple land owned off reserve;
 - b. All housing projects, including construction, renovations, maintenance and repair programs;
 - c. All members of Swan River First Nation who, own, rent, or have been allocated a Nation owned house;
 - d. All members of Swan River First Nation who have made or will make an application for Nation owned housing within the reserve(s) of the Swan River First Nation.
- .2 These policies are for the use and benefit of Swan River First Nation and its members, and for no other individual, group or organization.
- .3 Only individuals who are members of Swan River First Nation may apply under these policies for housing, renovations, maintenance, or repairs.
- .4 Only individuals who are members of Swan River First Nation may appeal a decision made by the Housing and Infrastructure Director in accordance with these policies.
- .5 A copy of this policy along with the attached schedules will be available at the Swan River First Nation offices, and available online, for the review of any member of Swan River First Nation.

3.1. ROLES AND RESPONSIBILITIES

.1 Chief and Council

- a. Responsible for the final approval of policies and procedures.
- b. Establish a Housing Committee at their discretion. It is required that no more than half of the established committee members may be replaced within one year.
- c. Responsible for supporting and developing the Housing Committee.
- d. Required to meet quarterly with the Housing Committee.
- e. Responsible for negotiating and approving budgets for building homes.
- f. Approve annual budgets and control finances of the housing program.
- g. Act as the Appeal Board if appeals are submitted.
- h. Responsible for approving both annual and long term (5 year) housing plans as developed in consultation with the Housing Committee and Housing and Infrastructure Director.
- i. In the event that a decision cannot be reached within the family regarding the allocation of a Family Home, the matter will be brought to the Appeal Board for a final decision.

.2 Housing Committee

- a. Should consist of no fewer than and no greater than five members.
- b. Committee member term length is a maximum of three years.
- c. Monitor and update this Housing Policy in collaboration with Chief and Council.
- d. Review and confirm prioritized list of housing allocations and renovations developed by the Housing and Infrastructure Director.
- e. Required to sign an Oath of Confidentiality in alignment with the Code of Conduct (**Schedule 1**).
- f. If a Committee Member goes against the Code of Conduct at three Committee meetings (to be tracked in meeting minutes), they will be removed from the Committee.
- g. If a Committee Member misses three Committee meetings they will be removed from the committee.
- h. Housing Committee members will excuse themselves from decisions regarding the allocation of Family Homes and will allow the family to allocate the home.

.3 Housing and Infrastructure Director

- a. Manage the day to day operations of the Housing and Infrastructure Department
- b. Supervise and manage any staff for the purpose of implementing the Housing Policy and Housing Program in accordance with developed plans and this policy.
- c. Work with Chief Financial Officer to establish a draft annual budget for review and approval by Chief and Council no later than April 31 each year.

- d. Assist the development of an annual report with feedback and support from the Housing Committee.
- e. Provide Chief and Council with an annual report each year, which summarizes the activities of the housing program. Chief and Council will then provide members of the First Nation with a copy of the annual report.
- f. Inform Housing Committee of department budgets and housing construction opportunities.
- g. Chair Housing Committee meetings and work with the Housing Committee to confirm housing allocations.
- h. Prioritize applications for housing allocations and renovations based on criteria and points system outlined in the policy for review by the Housing Committee.
- i. Enter housing and renovation applications into digital database and submit response letter to applicant within 30 days of receive application.
- j. Communicate status of housing and renovation applications to applicants.
- k. Implement housing allocations and renovation requests based on prioritized list reviewed by the Housing Committee.
- l. Responsible for maintaining and managing housing list.
- m. Ensure that complete digital records are maintained with respect to all aspects of the Housing Committee and Housing Program, including, but not limited to, housing construction, housing occupants, housing applications, renovations, repairs, maintenance, housing applications, related financial records, and Housing Committee meeting minutes.
- n. Manage and supervise any contractor or sub-contractor arrangements entered into by Swan River First Nation in relation to renovation or development of new homes in the community.

.5 Householders and Occupants

- a. Approved Householders and Occupants of Nation owned housing units are required to comply with all applicable policies outlined herein.
- b. Householders must notify the Housing and Infrastructure Department of any required maintenance, repairs, renovations to their allotted housing unit, and any changes to the occupants of their allotted housing unit.
- c.

Roles and Responsibilities Summary

Chief and Council

Responsible for approving policies and procedures, supporting the Housing Committee Development, negotiating and approving housing budgets and long term housing plans. Meets quarterly with the Housing Committee and acts as the Appeal Board if appeals are submitted.



Housing Committee

Responsible for reviewing prioritized list of housing allocations and renovations developed by and forwarding recommendations to the Housing and Infrastructure Director. Responsible for reviewing and updating the Housing Policy in collaboration with Chief and Council.



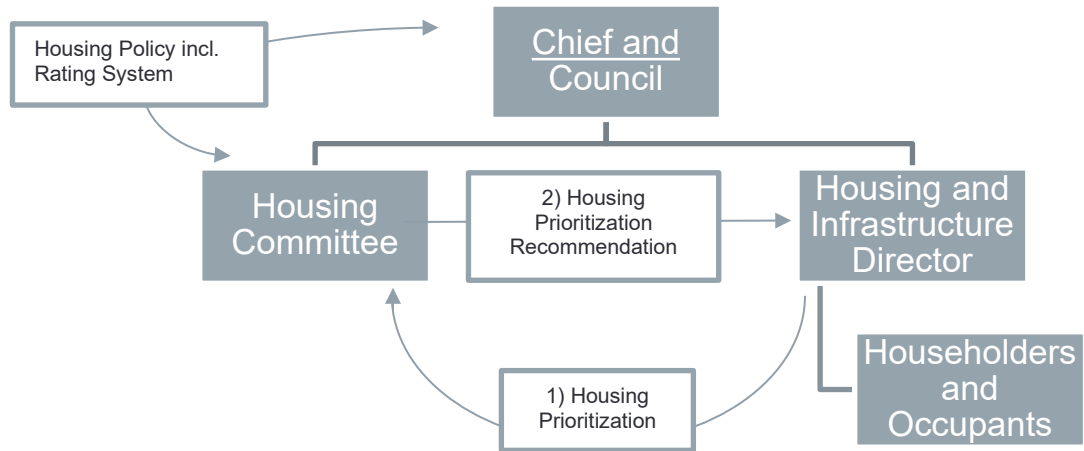
Housing and Infrastructure Director

Develops budgets with Chief Financial Officer, provides Chief and Council with annual report, approves housing allocations and renovation requests based on prioritized list developed and reviewed by the Housing Committee, manages day to day operations of the Housing and Infrastructure Department, supervises contractors and sub-contractors. Responsible for prioritizing housing and renovation applications based on criteria and points system outlined in the policy. Responsible for chairing Housing Committee meetings, entering applications into digital databases and responding to housing applicants. Develops annual report in partnership with Housing and Infrastructure Director. Responsible for all record keeping for the Housing Committee and Housing Program.



Householders and Occupants

Responsible for day to day maintenance of allotted housing units. Required to update the Housing and Infrastructure Director if their occupants of the housing unit change. Required to request maintenance, repairs or renovations to the allotted housing units.



3.2. APPEALS

- .1 Housing allocation decisions of the Housing and Infrastructure Director may be appealed by the Swan River First Nation member who submitted the application for housing.
- .2 A Householder wishing to appeal a decision with regard to the Housing Program shall submit a written appeal to the Appeal Board within 10 business days of the notice of the decision. This written submission should include the following:
 - a. Name and relevant personal details of applicant
 - b. Copy of the Housing and Infrastructure Director decision
 - c. Brief description for the reason for the appeal (extra details of personal situation, change of information, etc.)
 - d. Any supporting documentation/information
- .3 Applicants may request a copy of the prioritization criteria scoring matrix to review and accompany the appeal letter.
- .4 The appeal will be reviewed and the appellant may be invited to speak to their appeal within 20 working days of the submission.
- .5 Chief and Council shall form the Appeal Board if an appeal has been submitted.
- .6 The Appeal Board may deny the appeal if they determine that the member of Swan River First Nation has not provided sufficient reason for his or her appeal. Such denial by the Appeal Board shall be final and binding on Chief and Council and not subject to further appeal.

4.0 NEW HOUSING LOCATIONS

- .1 The Swan River First Nation Community Plan, land use policies and any approved community by-laws shall designate the potential location(s) of new or relocated housing units.
- .2 Within the context of Section 4.1, the location preference of an approved application will be considered wherever possible.
- .3 All new houses must be built within 100 meters of the main waterline, main powerlines and main roads.
- .4 If an applicant requests a new home anywhere other than described in Section 4.3, they must appeal the decision.
- .5 The approval, by Chief and Council, of any homes that conflict with Section 4.3 will be required to pay additional costs associated with infrastructure development and operation for the lifespan of the home.

5.0 SERVICES AND UTILITIES

- .1 Each and every newly constructed Nation owned house shall be fully serviced and offer the necessary water, sewer, heating and electrical amenities.
- .2 All services installed by virtue of Section 5.1 shall meet minimum Federal safety and quality standards as well as Section 14.
- .3 All service charges for utilities (including electricity, telephone, heating, fuel, water and sewer); or any other common service that is now, or may be, provided are the responsibility of the Householder.
- .4 Swan River First Nation shall provide any necessary repairs to services and utility systems which are under the control of Swan River First Nation, provided the Householder has not caused the issue due to neglect (e.g. interior water line freezing, willful damage, etc.). In such cases where the repairs are necessary as a result of neglect or willful damage of the unit, the Householder will be responsible for the repair/replacement costs.
- .5 Householders are responsible for fencing, landscaping, and property maintenance on the property they have been allocated.

6.0 HOUSING ALLOCATION

6.1. APPLICATION PROCESS

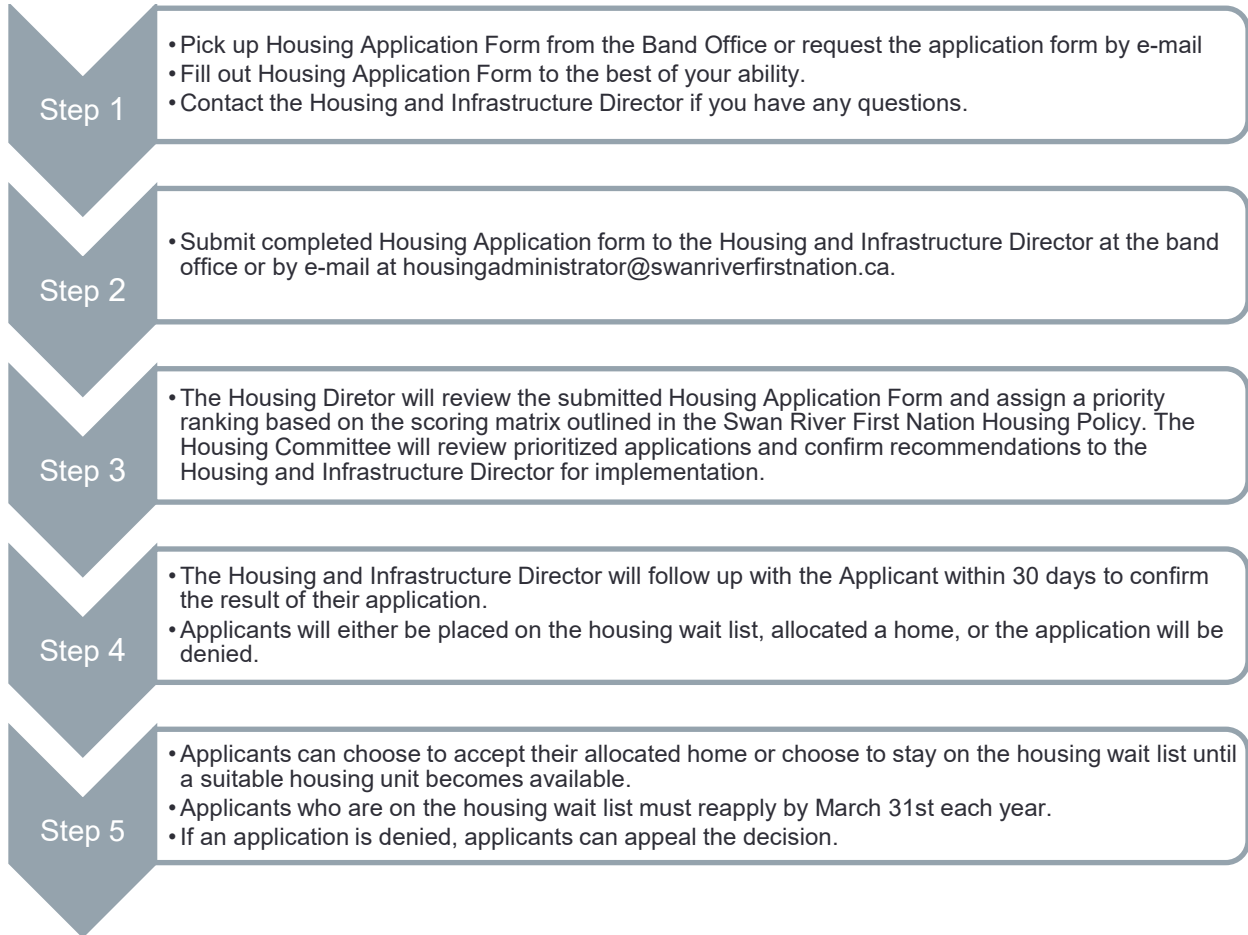
- .1 Members may apply for a house by submitting a completed housing application (attached hereto as **Schedule 2**) to the Housing and Infrastructure Director. Housing application forms will be stamped with the time and date received.
- .2 Members must not be listed on more than one housing application.
- .3 Members who submit a housing application and include individuals on their application who do not validly reside with them, or otherwise falsify information on their housing application, will be asked to resubmit an amended application. The Housing and Infrastructure Director will alert the applicant of this requirement within 30 days of the initial submission.
- .4 Members of Swan River First Nation are responsible for updating their housing application each year, prior to March 31st or as their circumstances change.
- .5 When an application is received, it will be reviewed and ranked via the allocation process in 6.2 within 30 days.

6.2. HOUSING ALLOCATION PROCESS

- .1 The Housing and Infrastructure Director shall prepare and maintain a Swan River First Nation Housing Allocation Priority List of applicants based on the housing allocation criteria and points system set out in **Schedule 3**.
- .2 The Swan River First Nation Housing Allocation List shall be updated and revised when required or requested by the Housing Committee and/or Chief and Council.
- .3 Applicants will be informed of their application status within 30 days after it has been reviewed by the Housing and Infrastructure Director .
- .4 Applicants may choose to use the appeal provisions outlined in Section 3.2 to contest their placement on, or exclusion from the Swan River First Nation Housing Allocation Priority List.
- .5 Any housing unit vacated because, a different Nation owned house has been allocated to the residing Householder, shall be returned to Swan River First Nation and not be subject to the

opinions of the former Householder. Family Homes are exempted from being returned to Swan River First Nation.

Housing Allocation Process



7.0 DIVORCE AND SEPARATION

- .1 Where a couple who is residing in a Nation house separates or divorces, and only one of them is a member of Swan River First Nation, the Member of the Swan River First Nation will be provided with the right to reside in the house.
- .2 Where a couple who is residing in a Nation house separates or divorces, and both individuals are Members of Swan River First Nation, the Housing and Infrastructure Director will decide which of the two Members of Swan River First Nation will be provided with the right to reside in the house. The decision will be based on individual ratings as determined by the priority ranking criteria set forth in Schedule 3. If the couple has children, priority will automatically go to the parent or guardian with legal or de facto sole custody as set forth in the *Divorce Act* and the *Family Law Act*.
- .3 Where the custodial parent or guardian is not a Member of Swan River First Nation, but the child or children are members of Swan River First Nation, the custodial parent/guardian may be granted exclusive possession of the Nation house for whatever period of time the Housing and Infrastructure Director deems appropriate.
- .4 Where a custodial parent or guardian, who is a non-member, and who was granted possession for a Nation house in accordance with Section 7.1 or 7.3 above, marries or begins to cohabit with a non-member in said Nation house, it is within the discretion of the Housing and Infrastructure Director to:
 - a. Demand that the custodial parent/guardian vacate the Nation house;
 - b. Impose rent on the non-custodial parent/guardian for the use of the Nation house, at a rate determined by the Housing and Infrastructure Director.
- .5 In mixed blended marriages, the couples should attempt to reconcile possession of the house. Failure to resolve the matter will result in the Housing and Infrastructure Director making a binding decision.
- .6 In the event the foregoing provisions are not complied with or are rendered inapplicable due to the circumstance, then the housing unit shall revert back to the Nation and shall be subject to reallocation by the Housing and Infrastructure Director in accordance with the provisions as outlined in this Policy.

8.0 NEW AND PREVIOUSLY OCCUPIED HOUSES

- .1 Applicants will be offered new or previously occupied houses as the houses become available, in accordance with their ranking on the Housing Allocation Prioritization Criteria.
- .2 Applicants will have the option to refuse a previously occupied house and maintain their ranking on the Housing Allocation Priority List.
- .3 Members (applicants) of Swan River First Nation accepting a previously occupied house will be removed from the Housing Allocation Priority List and will not be permitted to apply for housing again for a minimum of three (3) years.
- .4 Members (applicants) of Swan River First Nation accepting a new house will be removed from the Housing Allocation Priority List and will not be permitted to apply for housing again for a minimum of twenty five (25) years.

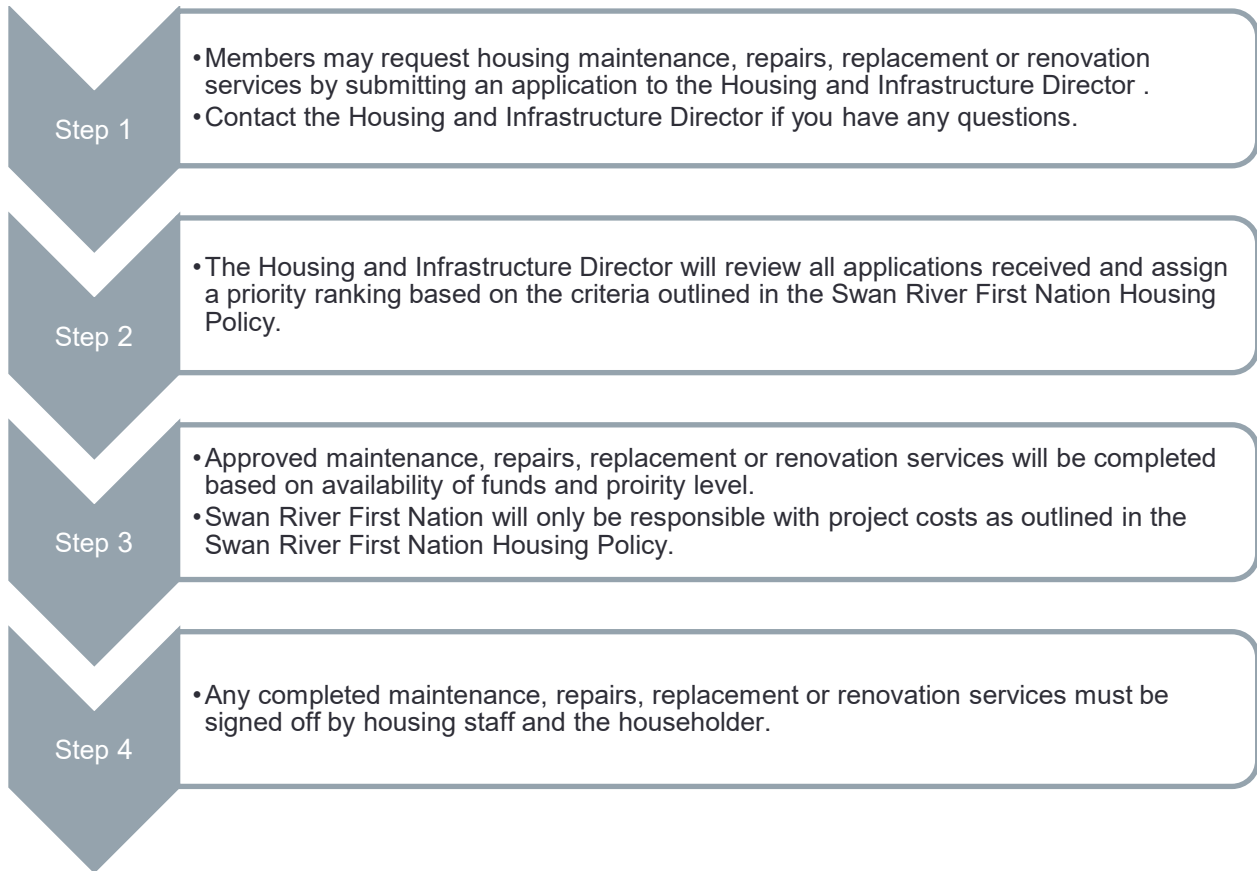
- .5 Once decision of allocation is given to a Nation Member, and after all appeals have been concluded, a Householder Agreement (**Schedule 4**) can be signed, and keys given to the successful applicant.
- .6 Family Homes are exempted from being allocated to other Members (applicants) who are not part of that family, and the process described in this section.

9.0 MAINTENANCE, REPAIRS, AND RENOVATIONS

- .1 Swan River First Nation shall maintain a Maintenance, Repairs and Renovation Program within the limits of the resources available to the First Nation. In recognition of funding shortages and the need for management of financial resources, the following policy shall apply.
- .2 The Housing and Infrastructure Department shall develop and maintain an annual and five-year plan with respect to the maintenance, repair and renovation of housing and infrastructure
- .3 Occupants or Householders may request maintenance, repairs, replacement, or renovation services by applying to the Housing and Infrastructure Director (see application in **Schedule 5**). The Housing and Infrastructure Director will incorporate these applications into a maintenance, repair and renovation priority list based on the criteria set out in **Schedule 6**.
- .4 Minor repairs and day to day maintenance of the housing unit are the responsibility of the Householder.
- .5 Swan River First Nation will cover the cost of the following “Emergency Minor Repairs”, where funds are available:
 - a. Freezing pipes, where it is determined that it was not caused by the neglect of the Householder, and not more than once per year;
 - b. Leaky roofs;
 - c. Fumigation, upon the approved recommendation of the Housing and Infrastructure Director;
 - d. Septic Cleaning, not more than once per year;
 - e. Furnace Repairs;
 - f. Electrical wiring; and
 - g. Chimney cleaning, not more than once per year.
- .6 Swan River First Nation’s coverage of “Emergency Minor Repairs” excludes the following items:
 - a. Broken windows;
 - b. Broken doors and broken locks; and
 - c. Repairs that are required as a result of lack of care, negligence or intentional abuse.
- .7 In order for an individual to be eligible for “Emergency Minor Repairs” they must:
 - a. Make application to the Housing and Infrastructure Director;
 - b. Show that the required repairs are a health, safety or fire hazard; and
 - c. Receive prior approval from the Housing and Infrastructure Director before any work is commenced.
- .8 Elders and disabled Householders are considered a priority for the “Emergency Minor Repairs” program.

- .9 The occupant or Householder is responsible for the cost of such repair for any necessary maintenance or repairs to the house or services resulting from vandalism, abuse or neglect by the occupant or Householder, their relatives or guests including but limited to the following items:
 - a. Doors, doorjambs, windows, sills;
 - b. Wall paint and painting (interior and exterior);
 - c. Electrical switches, fixtures, bulbs;
 - d. Damage to walls, ceiling, floors;
 - e. Damage to smoke detectors, carbon monoxide detectors or fire safety equipment;
 - f. Damage caused by vehicles or machinery; and
 - g. Any other damages to any part of the house or its services determined by Housing and Infrastructure Director to be caused by abuse, neglect, or vandalism, which is preventable by the occupant.
- .10 Swan River First Nation shall, when financially possible be responsible for the cost of repairs and renovations in relation to the following items, unless Section 9.9 applies:
 - a. Furnace heating systems;
 - b. Sewer/water systems and septic tanks, unless;
 - c. Electrical wiring, installations and hook-ups;
 - d. Structural problems with foundations, roofs, or walls;
 - e. Deterioration caused by normal wear and tear. Normal wear and tear doesn't include situations contained in;
 - f. Damage or problems directly related to improper construction, materials or workmanship; and
 - g. Damage caused by "acts of god" or natural disasters, such as lightning, flood, tornado, earthquakes, etc.
- .11 The Housing and Infrastructure Director will regularly update the priority list for renovations.
- .12 The Housing and Infrastructure Director will define the budget for renovations based on current availability of funds.
- .13 All renovations must be signed off by housing staff and the Householder to document the completion of the renovation.
- .14 Once a Householder receives a major renovation (valued at \$10,000.00 or more) on their Nation owned house they will not be eligible to be included on the Housing Allocation Priority List for five (5) years.

Renovation Application Process



10.0 OWNERSHIP

- .1 Any improvements done to a Nation house or fixtures added to a Nation house by an occupying Householder become the property of Swan River First Nation and may not be removed from the Nation house if the occupying Householder vacates the home.
- .2 Swan River First Nation reserves the right to serve as general “developer” of Swan River First Nation. In this regard, Swan River First Nation may from time to time initiate alternate financing systems that may provide for options on the ownership of houses.
- .3 Swan River First Nation is not responsible for the renovations or improvements on any private or personally owned residence.
- .4 Swan River First Nation is not responsible for the moving of any private residence on to or off Swan River First Nation.
- .5 All housing units which are subject to a mortgage, which are also subject to a ministerial guarantee securing the mortgage, become houses of the Nation upon default under the terms of the mortgage.

11.0 VACANT AND ABANDONED HOUSES

- .1 Anyone who occupies a Nation house without the prior approval of the Housing and Infrastructure Director will be evicted from the Nation house and may be subjected to criminal and/or civil penalties.
- .2 All Nation housing units that have been declared as vacant and/or abandoned by the Housing and Infrastructure Director shall become available for allocation to a member (applicant) of Swan River First Nation who is on the Housing Allocation Priority List.
- .3 A Nation house shall be declared as “vacant” or “abandoned” when the occupant or Householder has not lived in or used the house for two (2) months or an acceptable reason for vacating the Nation house. All maintenance and utility costs will remain the responsibility of the Householder.
- .4 A Nation house is considered vacant if Swan River First Nation is required to pay utility bills other than through normal programming.
- .5 In cases where a house is privately owned (not a Nation home) and the owner vacates the house, the owner is responsible for the safety, care and security of the house. For the purposes of the public safety, the owner should notify the Housing and Infrastructure Director if the house is to be vacant for an extended period of time.
- .6 The Swan River First Nation is not responsible for damage to personal property if a Nation house is left vacant or unoccupied.

12.0 SUBLEASE

- .1 A Householder may submit an application (**Schedule 7**) to the Housing and Infrastructure Director to sublease their allocated housing unit to a member of their immediate family in the following circumstances:
 - a. For medical treatment or for health-related reasons for any period of time greater than thirty (30) calendar days in duration but less than two (2) years.
 - b. For educational reasons for any period of time greater than thirty (30) calendar days in duration but less than four (4) years.

- .2 All applications to sublease shall be submitted to the Housing and Infrastructure Director no less than sixty calendar days prior to the proposed date of the sublease beginning. The application to sublease must contain the following information:
 - a. The proposed reason for entering into the sublease based on the criteria specified above, together with any supporting documentation as may be required by the Housing and Infrastructure Director in relation thereto;
 - b. The names and contact information of the proposed Sublease Householder; and
 - c. The proposed date for commencement of the sublease.
- .3 Upon receipt of the application and supporting documentation, the Housing and Infrastructure Director will review and provide a decision to the Householder.
- .4 In the event the application for the sublease is approved by the Housing and Infrastructure Director, both the Householder and Sublease Householder shall enter into a sublease agreement (**Schedule 8**).

13.0 EVICTION

- .1 Swan River First Nation owns all Nation houses. The Nation remains responsible and accountable for the proper use and maintenance of housing assets. Swan River First Nation therefore reserves the right to evict a Householder or occupant.
- .2 The decision to approve an eviction must come from Chief and Council via a Band Council Resolution.
- .3 The following will be deemed to be “just cause” for the eviction of a Nation house Householder and occupants:
 - a. Providing false information on a housing application;
 - b. Regular and serious damage to, or abuse of, the Nation house including serious neglect of the maintenance and repair of the Nation house;
 - c. Refusal by the occupant to pay costs associated with utilities;
 - d. Repeated abandonment of the house;
 - e. Confirmed observation of drug use within the house; or
 - f. Repeated cases of violence and or criminal activity within the house.
- .4 Proof of “just cause” must be showcased to consider eviction of a Nation house.
- .5 The Housing and Infrastructure Director may serve an Eviction Notice to the Nation house occupant or Householder upon a determination that just cause for eviction does exist. This notice shall be in the form attached hereto as **Schedule 9** and shall provide, at minimum thirty (30) days notice to vacate the Nation house unless the Housing and Infrastructure Director determines that immediate eviction is required to protect the house from serious damage or destruction and/or members of Swan River First Nation from immediate risk of injury.

14.0 STANDARDS

- .1 Swan River First Nation reserves the right to develop and apply standards for design, construction, maintenance, health and safety with regard to Nation housing.
- .2 Architectural or engineering designs should be compatible with local culture or community expectations as well as local expertise relative to the standards and the socio-economic realities of the community.
- .3 It is encouraged that local labor and trades persons are utilized wherever possible.
- .4 Clear and formal definitions of life-cycle maintenance requirements for adequate maintenance management of all new homes.
- .5 All new homes must have adequate foundations and the provision of basic amenities.
- .6 The assurance of regular monitoring and inspection by all inspectors including Swan River First Nation inspectors, Canada Mortgage and Housing Corporation inspectors, Health inspectors, Environmental inspectors, etc.
- .7 The following shall serve as a “minimum standards guide” unless formerly amended or superseded by Swan River First Nation by-laws:
 - a. The National Building Code of Canada (latest edition);
 - b. Supplement to the Nation National Building Code of Canada (latest edition);
 - c. National Fire Code of Canada (latest edition);
 - d. Measures for Energy Conservation in New Buildings (E.M.R. – latest edition);
 - e. Canadian Standards Association;
 - f. Alberta Standards on Water Standards and Objectives (M.S.B. – latest edition);
 - g. Environment Canada standards for wastewater/sewage;
 - h. Dominion Fire Code;
 - i. Canadian Drinking Water Standards and objectives (M.S.B. – latest edition);
 - j. Glossary of Housing Building Terms (C.M.H.C. – latest edition);
 - k. Illuminating Engineering Society Standards;
 - l. E.M.R. energy conservation measures and policies; and
 - m. Building insulation and infiltration levels at a standard equal to or better than at required by code or regulations.

15.0 RENT OR SERVICE CHARGES

- .1 Swan River First Nation owns all Nation housing infrastructure and utility systems. The Nation is responsible for the maintenance, repairs and renovations of Nation houses. Therefore, the Housing and Infrastructure Director may determine that it is necessary to apply rent, fees, or service charges from time to time.
- .2 Householders of Nation houses are responsible for covering utility expenses associated with the unit.
- .3 Swan River First Nation may charge rent for apartments or any other special housing development owned and managed by Swan River First Nation. The Housing and Infrastructure Director shall provide personal and public notification of such rental fees.

16.0 INSURANCE

- .1 Swan River First Nation shall insure all Swan River First Nation owned homes and dwellings. Occupants shall be notified as to the status of insurance on the house they are occupying.
- .2 Householders will be encouraged by Swan River First Nation to purchase content insurance for their personal possessions contained in the Nation house.
- .3 With privately owned houses, the Householder, not Swan River First Nation, shall be responsible for insuring the property and shall be the beneficiary under any insurance policy.

SCHEDULE 1 – CODE OF CONDUCT

1. All Housing Committee members shall comply with the Code of Conduct set out in this document.
2. All decisions made by the Housing Committee are to be consensus based.
3. The Housing Committee will function on the basis of Wahkotowin, the idea of relating to one another and respecting multi-dimensional people.
4. Every Housing Committee member shall, during their term on the committee, adhere to the following principles:
 - a. That in performing their duties, each Housing Committee Member shall faithfully and honestly fulfill the duties entrusted to them by reason of their appointment;
 - b. That each Housing Committee Member shall abide by and comply with all policies, procedures, bylaws and legislative enactments as may be established by Swan River First Nation;
 - c. That all services provided by a Housing Committee Member shall be provided in a professional manner and to the best of their ability;
 - d. That Housing Committee Members shall not engage in any activity or conduct which may bring disrespect or discredit to the Band, its Council, staff, administration or members;
 - e. That Housing Committee Members shall in performing their duties ensure that all financial resources and materials of Swan River First Nation are used in the most efficient, effective, and economical manner possible;
 - f. That Housing Committee Members shall be required to observe proper decorum and behaviour at all times; and to encourage full and open discussion on all matters involving fellow Housing Committee Members, and to treat fellow Housing Committee Members with respect and consideration;
 - g. Housing Committee Members shall be required to maintain and protect confidentiality in all matters concerning the Housing Committee; and
 - h. That Housing Committee Members shall respect the political autonomy and integrity of Swan River First Nation, its Council and administration at all times, and shall refrain from pursuing any course of conduct which in any way interferes with political and/or administrative operations of the Band or Council.

SCHEDULE 2 – APPLICATION FOR HOUSING



SWAN RIVER FIRST NATION

Housing Application (Schedule 1)

P.O. Box 270

Kinuso, Alberta

T0G 1K0

Phone: (780) 775-3536

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APPLICANT INFORMATION

Name (First and Last):	
Age	
SRFN Treaty Number: (if applicable)	
Phone Number:	
Current Mailing Address:	
E-mail Address:	
How many years have you been on reserve?	

Are any of the people who will living with you also on another housing application?

If yes; list the names: _____

Which housing option do you prefer?

A newly built home in the community

An existing home in the community

No preference

TERMS AND CONDITIONS

Applicants must submit an updated copy of this application if their circumstances change before being allocated a housing unit.

By submitting an application, the applicant is not guaranteed to be allocated a housing unit.

The Housing and Infrastructure Director may request verification of any factor of this application.

Please refer to Section 6.2 in the Housing Policy to review the housing allocation process.

Upon allocation of a home, the applicant will be required to complete a Householder Agreement which outlines the conditions of the provision of the housing unit and the responsibilities of the Householder and occupants.

Applicant Signature: _____

Date: _____

FOR OFFICE USE ONLY:

Application received by: _____

Date: _____

Number of years the applicant has been on the housing wait list: _____

SCHEDULE 3 – HOUSING ALLOCATION PRIORITIZATION CRITERIA

Note: Scale, allocate points for those who are eligible for status, but may not have it yet, or those who are affiliated with the band.

“Affiliated” means an individual has the potential to be/become/should be a Band Member and children who have a 457 member parent but are not eligible to get status.

Criteria	Points	Allocated Points
Ties to the Band <i>(apply ONE score per person listed)</i>	<p>3 points for each individual who is a band member (<i>note: listed applicants over 18 agree they can't apply on their own for over 3 years from initial application</i>)</p> <p>2 points for each individual who has treaty status from Swan River (457), or is affiliated (has a 457 member parent)</p> <p>0 points for any other applicants listed</p>	
Relationships	1 point for stable relationship (more than 2 years)	
Individuals in the household with special needs (i.e., individual with disability, taking care of elderly parent aged 55+, etc.)	2 points for each individual with special needs (individual to be 457 or affiliated)	
Number of years the applicant has been on the housing wait list (ONLY ONE)	1 point per year (if applicant is currently housed, points start accumulating after 3 years of being on the list)	
Total Points Allocated:		

Attended: Yes or No

Housing Maintenance Training/Program - MANDATORY (home care-takers course)	
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Interview Process (allow for context and understanding of circumstances)

1. Living conditions and reasons for unsuitable conditions
2. Renovations (how recent and to what extent)
3. Home ownership/access to housing (or first house), and previous care of home
4. Health and wellness
5. Living on reserve
6. Relationship status & duration

Notes

(This area is for any other clarification or notes from application that should be considered)

FOR OFFICE USE ONLY:

Will a home be allocated to applicant?

- Yes, house # _____
- No, applicant will stay on priority list
- No, applicant does not fit criteria and will not be placed on priority list

Who will follow up with applicant? _____

Date of decision: _____

Signature (Housing and Infrastructure Director)

SCHEDULE 4 – HOUSEHOLDER AGREEMENT

As per the Swan River First Nation Housing Policy, it is required that a signed Householder Agreement for all housing units allocated to members by the First Nation be completed prior to occupancy. This agreement applies only to Nation owned housing units, not privately owned housing units.

The First Nation and Householder agree to the following:

1. Agreement Period

This Agreement made as of the ___ day of _____ 20__ between Swan River First Nation, herein known as the “First Nation”, and _____, herein known as the “Householder”. This Householder Agreement will continue on a month-to-month basis until cancelled in accordance with this agreement.

2. Housing Unit

The First Nation agrees to rent to the Householder for the sole use and occupation as a residential dwelling the following housing unit:

House # _____ Street Address: _____

3. Occupants

The Householder agrees that the following individuals shall be the only permanent occupants of the allocated housing unit during the term of this agreement unless the First Nation approves in writing to other persons becoming occupants.

Name (First and Last)	Age	Relationship to Applicant	SRFN Treaty Number (if applicable)	For non SRFN Members:	
				Status or Non-Status	Non-Status

4. Furnishings & Appliances

No furnishings or appliances shall be provided by the First Nation except those checked below which the Householder agrees are in satisfactory condition:

- Fridge
- Stove
- Furnace
- Hot water heater
- Washer
- Dryer

5. Maintenance, Repairs, and Renovations

Section 9 of the Housing Policy outlines the responsibilities of the householder and Swan River First Nation in maintaining housing units and completing repairs and renovations.

6. Rent

The Householder is responsible for the payment of all utilities associated with the allocated housing unit as per Section 15.2 of the Housing Policy.

7. Insurance

As per Section 16.2 of the Housing Policy, the housing unit will be insured by Swan River First Nation. Householders are encouraged to purchase content insurance for their personal possessions.

8. Vacancy

As per Section 11.3 of the Housing Policy, a Nation house shall be declared as “vacant” or abandoned” when the occupant or householder has not lived in or used the house for two (2) months or an acceptable reason for vacating the Nation house. All maintenance and utility costs will remain the responsibility of the occupant.

9. Subleasing

The Householder shall not sub lease the premises without written consent as per Section 12 of the Housing Policy.

10. Eviction

Swan River First Nation reserves the right to evict a householder or occupant from Nation owned housing units as per Section 13 of the Housing Policy.

11. Acceptance

The Swan River Housing and Infrastructure Director and the Householder reviewed, understand, and accept the terms of this agreement.

SIGNED: This the ____ day of _____, 20__.

Householder:

_____ (print name)

_____ (signature)

Housing and Infrastructure Director:

_____ (print name)

_____ (signature)

SCHEDULE 5 – REPAIR AND RENOVATION REQUEST APPLICATION

APPLICANT INFORMATION

Name (First and Last):	
SRFN Treaty Number: (if applicable)	
Phone Number:	
Mailing Address:	
E-mail Address:	

BAND HOUSING UNIT INFORMATION

What is the housing unit number/location?	
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Please indicate the individuals who currently live with you:

Name (First and Last)	Age	Relationship Applicant to	SRFN Treaty Number (if applicable)

If applicable, please indicate:

The number of Elders who reside in the home: _____

The number of individuals with disabilities who reside in the home: _____

EMERGENCY MINOR REPAIRS REQUEST

Please select the requested repairs from the following eligible emergency minor repairs list:

- Freezing pipes (where it is determined that it was not caused by the neglect of the tenant, and not more than once a year)
- Leaky roof
- Fumigation (upon the approved recommendation of the Housing and Infrastructure Director)
- Electrical wiring repair
- Chimney cleaning (not more than once per year)

Please describe the cause of damage and how the requested repairs demonstrate healthy, safety or fire hazards:

RENOVATION AND NON-EMERGENCY REPAIRS REQUEST

Please select the requested renovations or non-emergency repairs from the following eligible list:

- Furnace heating system repair or replacement
- Sewer system repair or replacement
- Water system repair or replacement
- Electrical wiring, installations and hook-ups
- Structural problems with foundations, roofs or walls
- Deterioration caused by normal wear and tear
- Damage or problems directly related to improper construction, materials or workmanship
- Damage caused by natural disasters such as lightning, flooding, tornados, earthquakes, etc.

Please the details of the requested renovations or non-emergency repairs i.e. cause of damage, extent and impact of issue, whether replacement or just repairs are required, etc.

TERMS AND CONDITIONS

Applicants must submit and updated copy of this application if their circumstances change repairs or renovations are approved.

By submitting an application, the applicant is not guaranteed that all requested repairs or renovations will be approved.

Please refer to Section 9 in the Housing Policy to review the maintenance, repairs and renovation policies.

Upon approval of requested repairs or renovations, and work is completed, applicants will be required to sign off on the work completed.

Applicant Signature: _____

Date: _____

FOR OFFICE USE ONLY:

Application received by: _____ **Date:** _____

SCHEDULE 6 – REPAIR AND RENOVATION PRIORITIZATION CRITERIA

Criteria	Points	Allocated Points
Individuals in the household	1 point per individual residing in the unit	
Individuals in the household with special needs (i.e., individual with disability, taking care of elderly parent aged 65+, etc.)	2 points for each individual with special needs	
Emergency Minor Repairs	10 points - freezing pipes (where it is determined that it was not caused by the neglect of the tenant, and not more than once a year) 5 points - leaky roof 5 points - fumigation (upon the approved recommendation of the Housing and Infrastructure Director) 2 points - electrical wiring repair 2 points - chimney cleaning (not more than once per year)	
Renovation and Non-Emergency Repairs	10 points - furnace heating system repair or replacement 10 points - sewer system repair or replacement 10 points - water system repair or replacement 5 points - electrical wiring, installations and hook-ups 5 points - structural problems with foundations, roofs or walls 2 points - deterioration caused by normal wear and tear 2 points - damage or problems directly related to improper construction, materials or workmanship 10 points - damage caused by natural disasters such as lightning, flooding, tornados, earthquakes, etc.	
Total Points Allocated:		

Cause of damage if applicable:

Notes

(This area is for any other clarification or notes from application that should be considered)

FOR OFFICE USE ONLY:

Should the application be added to the repairs and renovation request list according to allocated points?

- Yes, emergency minor repair list
- Yes, renovation and non-emergency repairs list
- No, applicant does not fit criteria for renovations or repairs

Who will follow up with applicant? _____

Date of decision: _____

Signature (Housing and Infrastructure Director)

SCHEDULE 7 – SUBLEASE APPLICATION

CURRENT HOUSEHOLDER & HOUSING UNIT INFORMATION

Name (First and Last):	
SRFN Treaty Number: (if applicable)	
Phone Number:	
Current Mailing Address:	
E-mail Address:	

Housing Unit #:	
Address:	

SUBLEASE APPLICANT INFORMATION

Name (First and Last):	
SRFN Treaty Number: (if applicable)	
Phone Number:	
Current Mailing Address:	
E-mail Address:	

TERMS AND CONDITIONS

Please attach to this application any documentation that will support your application.

By submitting an application, applicant is not guaranteed to be approved to sublease.

The Housing and Infrastructure Director may request verification of any factor of this application.

Please refer to Section 12 in the Housing Policy to review sublease policies.

Upon sublease approval, the applicant will be required to complete a Sublease Agreement which outlines the conditions of the provision of the housing unit and the responsibilities of the Sublease Householder and occupants.

Current Householder Signature: _____

Sublease Applicant Signature: _____

Date: _____

FOR OFFICE USE ONLY:

Application received by: _____ **Date:** _____

SCHEDULE 8 – SUBLEASE AGREEMENT

As per the Swan River First Nation Housing Policy, it is required that a signed Sublease Agreement for all approved subleases be completed prior to occupancy. This agreement applies only to Nation owned housing units, not privately owned housing units.

The First Nation, Householder, and approved Sublease Householder agree to the following:

1. Agreement Period

This Agreement made as of the ___ day of _____ 20__ between Swan River First Nation, herein known as the “First Nation”, _____, herein known as the “Householder”, and _____ herein known as the “Sublease Householder”. This Sublease Agreement will be in place until its expiry on the ___ day of _____ 20__.

2. Housing Unit

The First Nation agrees to sublease for the sole use and occupation as a residential dwelling the following housing unit:

House # _____ Street Address: _____

3. Occupants

The Sublease Householder agrees that the following individuals shall be the only permanent occupants of the allocated housing unit during the term of this agreement unless the First Nation approves in writing to other persons becoming occupants.

Name (First and Last)	Age	Relationship Applicant to	SRFN Treaty Number (if applicable)	For non SRFN Members: Status or Non-Status

4. Furnishings & Appliances

No furnishings or appliances shall be provided by the First Nation except those checked below which the Sublease Householder agrees are in satisfactory condition:

- Fridge
- Stove
- Furnace
- Hot water heater
- Washer
- Dryer

5. Maintenance, Repairs, and Renovations

Section 9 of the Housing Policy outlines the responsibilities of the Sublease Householder and Swan River First Nation in maintaining housing units and completing repairs and renovations.

6. Rent

The Sublease Householder is responsible for the payment of all utilities associated with the allocated housing unit as per Section 15.2 of the Housing Policy.

7. Insurance

As per Section 16.2 of the Housing Policy, the housing unit will be insured by Swan River First Nation. Sublease Householdors are encouraged to purchase content insurance for their personal possessions.

8. Vacancy

As per Section 11.3 of the Housing Policy, a Nation house shall be declared as “vacant” or abandoned” when the occupant or Sublease Householder has not lived in or used the house for two (2) months or an acceptable reason for vacating the Nation house. All maintenance and utility costs will remain the responsibility of the occupant.

9. Subleasing

The Householder shall not sub lease the premises without written consent as per Section 12 of the Housing Policy.

10. Eviction

Swan River First Nation reserves the right to evict a Sublease Householder or occupant from Nation owned housing units as per Section 13 of the Housing Policy.

11. Acceptance

The Swan River Housing and Infrastructure Director and the Householder reviewed, understand, and accept the terms of this agreement.

SIGNED: This the ____ day of _____, 20__.

Sublease Householder:

_____ (print name)

_____ (signature)

Housing and Infrastructure Director:

_____ (print name)

_____ (signature)

SCHEDULE 9 – EVICTION NOTICE

As per the Swan River First Nation Housing Policy Section 13.3, the following actions are deemed to be considered “just cause” for the eviction of a Nation householder and occupants:

- a. Providing false information on a housing application;
- b. Regular and serious damage to, or abuse of, the Nation house including serious neglect of the maintenance and repair of the Nation house;
- c. Refusal by the occupant to pay rent and utilities;
- d. Repeated abandonment of the house;
- e. Confirmed observation of drug use within the house; or
- f. Repeated cases of violence and or criminal activity within the house.

Reasons for eviction:	
Eviction notice date:	
Date housing unit must be vacated by:	
Householder name:	
Housing unit number:	

ATTACHMENT

Band Council Resolution