

<p><b>EEL RIVER BAR FIRST NATION HOUSING POLICY AND PROCEDURES (AMENDED 08/17/2021)</b></p>
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This document sets out the Policy of the Eel River Bar First Nation (herein the “First Nation”) regarding housing on all of the Eel River Bar First Nation’s Reserves (herein the “Reserve”) and the Procedures for implementing the Housing Policy and Procedures (herein this “Policy”).

1. Policy Objectives

- 1.1 To reasonably provide the members of the First Nation, living on Reserve, with housing on the Reserve.
- 1.2 To make reasonable efforts to provide housing for members living off Reserve who wish to live on Reserve when housing becomes available.
- 1.3 To establish a regime for the management of houses owned, built or financed by the First Nation located on the Reserve (herein “First Nation House”).
- 1.4 To establish a fair and impartial decision making process for the allocations and repairs to existing First Nation Houses.

- 1.5 To establish decision-making process for the allocation of new and vacant First Nation Houses and for the allocation of funds for renovations and repairs to existing First Nation Houses.
- 1.6 To establish fair and impartial criteria to assist in the priority ranking of applicants for new and vacant First Nation Houses.
- 1.7 To establish fair and impartial criteria to assist in the priority ranking of applicants seeking repairs or renovations to an existing First Nation House.
- 1.8 To establish procedures for the maintenance of records on all existing and future First Nation Houses on the Reserve.
- 1.9 To establish rules and policies for housing occupation on the Reserve.

## 2. Application

- 2.1 These policies apply to:
  - a) all existing and future First Nation Houses or dwellings located on the Reserve;
  - b) all housing programs of the First Nation, including construction, renovations, maintenance, and repair programs;
  - c) all individuals who have been allocated a First Nation House; and
  - d) all individuals who have made or may submit an application for First Nation housing within the Reserve.
- 2.2 The Chief and Council shall be responsible for the application and interpretation of these policies and procedures.
- 2.3 These policies are for the express use and benefit of the Eel River Bar First Nation and its members, and for no other individual, group or organization.

## 3. Accountability

- 3.1 The Chief and Council are accountable to the members of the Eel River Bar First Nation for decisions made with respect to the housing program.
- 3.2 The Chief and Council shall make a copy of these policies available at the First Nation offices for the review of any First Nation member making such a request.
- 3.3 The Chief and Council shall provide First Nation members with an annual report each year, which summarizes the activities of the housing program. The annual report will exclude any information considered by the Chief and Council to be confidential.

## 4. Organization And Structure

- 4.1 The Chief and Council shall appoint a Housing Authority within 60 days of the election of the Chief and Council.
- 4.2 The Housing Authority shall consist of no less than two people, at least one person of whom shall be one of the Councillors.

- 4.3 The Chief and Council shall designate one member of the Housing Authority as the Chair and may assign the Chair specific functions.
- 4.4 Members of the Housing Authority may be replaced by the Chief and Council as they deem necessary.
- 4.5 Members of the Housing Authority may resign in writing at any time.
- 4.6 The standard term of the Housing Authority shall end on the date of the next election for Chief and Council.
- 4.7 Members of the Housing Authority shall not receive remuneration for their work but may be compensated for their reasonable expenses in fulfilling their duties. However, any such compensation shall be approved in advance by the Chief and Council.
- 4.8 The Housing Authority shall be responsible for the management and administration of the First Nation Housing Program.
- 4.9 The Housing Authority shall work in cooperation with staff employed by the First Nation for the purpose of the Housing Program and in accordance with First Nation Human Resources Policies.
- 4.10 The Housing Authority shall have the responsibility for developing and maintaining both annual and long-term housing plans.
- 4.11 The Housing Authority shall ensure that complete records are maintained with respect to all aspects of the Housing Program, including, but not limited to, housing construction, housing occupants, renovations, repairs, maintenance, housing applications and financial records.

## 5. Appeals

- 5.1 Decisions of the Housing Authority may be appealed by any member or members of the First Nation directly affected by the decision.
- 5.2 The Chief and Council shall appoint an independent three-person Housing Review Board to deal with appeals of housing decisions within forty-five days of a general First Nation election.
- 5.3 The Chief shall not sit as a member of the Housing Review Board.
- 5.4 No more than one Councillor may sit as a member the Housing Review Board at any one time.
- 5.5 No member of the Housing Authority shall sit as a member of the Housing Review Board.
- 5.6 Members of the Housing Review Board may be removed for cause by the Chief and Council and may resign in writing at any time.
- 5.7 The standard term of the Housing Review Board shall end on the date of the next election for Chief and Council.
- 5.8 The Chief and Council shall designate one member of the Housing Review Board as the Chair and may assign the Chair specific functions.
- 5.9 Members of the Housing Review Board shall not receive remuneration for their work but may be compensated for their reasonable expenses in fulfilling their duties. However, any such compensation shall be approved in advance by the Chief and Council.

- 5.10 An affected First Nation member(s) wishing to appeal a decision with regard to the Housing Program shall submit a written appeal to the Chief and Council within 10 days of receipt of the disputed decision.
- 5.11 The appealing First Nation member(s) shall clearly state the reason or reasons for their appeal of the decision of the Housing Authority.
- 5.12 The Chief and Council shall provide the written appeal to the Housing Review Board within 10 days of receiving that written appeal for the Board's review.
- 5.13 The Housing Review Board shall conduct its review in the following manner:
  - 5.13.1. Within 10 days of receiving the written appeal the Housing Review Board shall hold a hearing to review the appeal;
  - 5.13.2. At its discretion the Housing Review Board may call the appellant or any other witness to assist it in determining the appeal;
  - 5.13.3. The Housing Review Board may deny the appeal if it determines that the appeal has no merit;
    - 5.13.3.1. The Housing Review Board shall provide its reasons in writing for any denial to the appellant and the Chief and Council within 10 days of the appeal hearing; and
    - 5.13.3.2. If the Housing Review Board allows the appeal it shall forward its decision and reasons for doing so in writing to the Chief and Council and to the appellant within 10 days of the appeal hearing.
- 5.14 Within 10 days of receiving the decision of the Housing Review Board, the Chief and Council shall undertake a review of the original Housing Authority decision giving rise to the appeal and shall take into consideration the written appeal and the reasons of the Housing Review Board concerning the appeal. Should any Councillor sit on either the Housing Authority or the Housing Review Board that person may not take part in the review by the Chief and Council of decisions by either such body.
- 5.15 The Chief and Council shall make a final and binding decision on the matter within 10 days of receiving the decision of the Housing Review Board.
- 5.16 The Chief and Council shall provide written notification of its final decision to the Housing Review Board, the Housing Authority and the appellant within 10 days.
- 5.17 The decision of the Chief and Council is final and binding and is not subject to any further appeal.

## 6. Siting

- 6.1 The First Nation's community plan, land use policies and any existing zoning bylaws shall set the general framework for the siting of new or relocated First Nation Houses.
- 6.2 Within the context of item 6.1 above, the siting preference of an approved applicant will be accommodated when reasonably possible.
- 6.3 All new houses must be built within 100 feet of the main waterline, main power lines and main roads.

- 6.4 All new housing lots must be a minimum of 20,000 square feet (equivalent to 100 ft. x 200 ft.) and must not exceed 20,000 square feet (equivalent to 100 ft. x 200 ft.).
- 6.5 Any approved First Nation member applicant who wishes to have the new house sited anywhere other than as described in item 6.3 must pay the additional costs associated with such a siting and must first have the site approved by the Chief and Council.

## 7. Services and Utilities

- 7.1 Each newly constructed First Nation House shall be fully serviced and offer the necessary water, sewer, heating, and electrical amenities.
- 7.2 All services installed by virtue of item 7.1 above shall meet minimum safety and quality standards as described in herein.
- 7.3 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 is the responsibility of the occupant.
- 7.4 The First Nation shall provide any necessary repairs to service and utility systems which are under the control of the First Nation, provided the occupant has not caused the failure due to neglect (e.g. interior water line freezing), willful damage, or public mischief. In such cases where the repairs are necessary as a result of the neglect, willful damage or public mischief of the occupant, the occupant will be responsible for the repair/replacement costs.
- 7.5 Occupants are responsible for fencing, landscaping and property maintenance on the property they have been allocated.

## 8. Housing Allocation

In accordance with its obligations, the federal government provides funding for housing on Indian Reserves. However, the funding which is provided by the federal government to the Eel River Bar First Nation for housing is inadequate.

While the Eel River Bar First Nation continues to pursue the federal government for adequate housing resources, the reality remains that the First Nation must continue to administer a housing program for its members with the inadequate funding it receives from the federal government.

In recognition of the inadequate funding received by the First Nation and the need for careful management, the following housing allocation system shall apply:

- 8.1 First Nation members may apply for a house by submitting a completed housing application, in the form attached hereto as Schedule 1, to the Housing Authority.

- 8.2 First Nation members may not be listed on more than one housing application.
- 8.3 First Nation members who make application for housing and include individuals on their application who do not validly reside with them, or otherwise falsify information on their housing application, may be removed from the Housing Allocation Priority List for a period of time as determined by the Housing Authority.
- 8.4 First Nation members shall provide complete and accurate information on their housing application. Failure to provide the relevant information on the housing application may result in the Housing Authority being unable to process the application, or may otherwise affect the member's eligibility for housing.
- 8.5 First Nation members are responsible for the updating of their housing Application as their circumstances change.
- 8.6 The Housing Authority shall complete form Schedule 1 (a) for each Application received to assist the Authority in making its determinations in an objective manner.
- 8.7 The Housing Authority shall prepare a Housing Allocation Priority List of applicants based on the housing allocation criteria set out herein and provide a current and updated copy of the Housing Allocation Priority List to the Chief and Council.
- 8.8 The Housing Allocation Priority List shall be updated and revised by the Housing Authority at least annually.
- 8.9 Applicants may choose to use the appeal provisions contained herein to contest their placement on, or exclusion from, the Housing Allocation Priority List.
- 8.10 The following priorities will apply with respect to housing allocation:
- (a) 1<sup>st</sup>, families living with children (for the purposes of this Policy a child is less than the age of majority);
  - (b) 2<sup>nd</sup>, elders or disabled individuals (disability must be confirmed by a letter from an M.D.);
  - (c) 3<sup>rd</sup>, families without children; and
  - (d) 4<sup>th</sup>, single persons.
- 8.11 The following factors will be considered when placing applicants on the Housing Allocation Priority List and when allocating houses:
- (a) number of children in the family who are members of the Eel River Bar First Nation;
  - (b) total number of individuals in the family (including all individuals who will be residing in the home);
  - (c) number of consecutive years of residency on the Reserve;
  - (d) length of time on the Housing Allocation Priority List;
  - (e) condition of present residence;
  - (f) whether the family includes any elders or disabled individuals;
  - (g) whether the applicant currently resides off Reserve but wishes to return to the Reserve;
  - (h) whether the applicant's current residence is over-crowded; and
  - (i) whether the applicant has been allocated First Nation housing in the past and if so, how recently.

- 8.12 All houses vacated for any reason, including allocation of a new First Nation House to the occupants, are returned to the First Nation and are not subject to the opinions or decisions of the former occupants.
- 8.13 The Housing Authority shall make decisions on renovations to or destruction of houses so vacated based upon the criteria contained in this Policy document and forward such decisions to the Chief and Council who may accept or reject any such decision and take any action regarding the house in question that the Chief and Council deem appropriate.
- 8.14 The Housing Authority may then re-allocate any such vacated First Nation House as set out in this Policy
- 8.15 All First Nation Houses which are subject to a mortgage and which are also subject to a ministerial guarantee securing the mortgage become First Nation Houses upon default as set out under the terms of the mortgage.

## 9. Divorce and Separation

- 9.1 Where a couple residing in a First Nation House separates or divorces, and only one of them is a member of the First Nation, the First Nation member will generally be provided with the right to reside in the house. However, it is within the discretion of the Housing Authority to allow the non-member to reside exclusively in the house for whatever period of time the Authority deems appropriate.
- 9.2 Where a couple who is residing in a First Nation House separates or divorces, and both individuals are members of the First Nation, the Authority will decide which of the two First Nation members will be provided with the right to reside in the house. The Authority's decision will be based on individual ratings as determined by the criteria set forth in this Policy. If the couple has children, priority will automatically go to the parent or guardian with legal or de facto custody.
- 9.3 Where the custodial parent or guardian is not a First Nation member, but the child or children are First Nation members, the custodial parent/guardian may be granted exclusive possession of the First Nation House for whatever period of time the Housing Authority deems appropriate.
- 9.4 Where a custodial parent or guardian, who is a non-member, and who was granted possession of a First Nation House in accordance with the above, marries or begins to cohabit with a non-member in said First Nation House, it is within the discretion of the Housing Authority to:
- (a) demand that the occupants vacate the First Nation House;
  - (b) impose rent on the non-custodial parent/guardian for the use of the First Nation House, at a rate determined by the Authority; or
  - (c) take any other action it deems appropriate that is in accordance with this Policy.

## 10.0 New and Previously Occupied Houses

- 10.1 Applicants will be offered new or previously occupied First Nation Houses as the houses become available, in accordance with their ranking on the Housing Allocation Priority List.
- 10.2 Applicants will have the option to refuse a previously occupied First Nation House and maintain their ranking on the Housing Allocation Priority List.
- 10.3 First Nation Member Applicants accepting a previously occupied First Nation House that is in good condition, as determined by the Housing Authority or its delegate, will be removed from the Housing Allocation Priority List and will not be permitted to make application for housing for a minimum of 3 years.
- 10.4 First Nation Member Applicants accepting a new First Nation House will be removed from the Housing Allocation Priority List and generally will not be permitted to make application for housing for a minimum of 10 years.

#### 11.0 Repairs and Renovations

The First Nation shall maintain a "Repair and Renovation" program within the limits of the resources available to the First Nation. In recognition of the funding shortage and the need for management, the following system shall apply:

- 11.1 The Housing Authority shall develop, implement and amend as necessary an annual plan and a five-year plan in respect of the maintenance, repair and renovation of housing and infrastructure.
- 11.2 Occupants may request maintenance, repair, replacement, or renovation services by applying in writing to the Housing Authority which will incorporate these applications into a Repair/Renovation Priority List based on the criteria set out herein.
- 11.3 The Repair/Renovation Priority List shall be updated annually by the Housing Authority.
- 11.4 Once an occupant receives a major renovation on their First Nation House, they will not be eligible to be included on the Housing Allocation Priority List for 5 years.
- 11.5 Minor repairs and day to day maintenance are the responsibility of the occupant.
- 11.6 The First Nation will cover the cost of the following "Emergency Minor Repairs", where the funds are available:
  - (a) Freezing pipes, where it is determined that it was not caused by the neglect of the occupant, and not more than once per year;
  - (b) Leaky roofs;
  - (c) Electrical appliance repair, provided only to Elders, disabled and those receiving social assistance if it is determined the appliance can be repaired to a safe operating level;
  - (d) Fumigation, upon the approved recommendation of a qualified professional entity;
  - (e) Drinking water supply;
  - (f) Septic Cleaning and waste water or sewer line repairs;
  - (g) Furnace repairs; (h) Electrical wiring; and (i) Chimney cleaning.



- 11.7 The First Nation's coverage of "Emergency Minor Repairs" excludes the following items:
- (a) broken windows;
  - (b) broken doors and broken locks;
  - (c) repairs that are required as a result of lack of care, negligence or intentional abuse.
- 11.8 In order for an individual to be eligible for "Emergency Minor Repairs" they must: (a) make application to the Housing Authority,
- (b) show that the required repairs are a health, safety or fire hazard with the recommendation of the appropriate authorities, and
  - (c) receive prior approval from the Housing Authority before any work is commenced.
- 11.9 Elders and disabled occupants are considered a priority for the "Emergency Minor Repairs" program.
- 11.10 The occupant is responsible for any necessary maintenance or repair to the First Nation House or services resulting from vandalism, abuse or neglect by the occupant, their relatives or guests (and the cost of such repair) including, but not limited to, the following items:
- (a) Doors, door-jambs, windows, sills;
  - (b) Wall paint and painting (interior and exterior);
  - (c) Electrical switches, fixtures, bulbs;
  - (d) Damages to walls, ceiling, floors;
  - (e) Damage to smoke detectors, carbon monoxide detectors or fire safety equipment;
  - (f) Damage caused by vehicles or machinery;
  - (g) Any other damage to any part of the house or its services determined by the Housing Authority to be caused by abuse, neglect, or vandalism, which was preventable by the occupant.
- 11.11 The First Nation shall, wherever financially possible, be reasonably responsible for the cost of repairs and renovations in relation to the following items:
- (a) Furnace/heating system, unless section 11.11 herein applies;
  - (b) Sewer/water systems and septic tanks, unless section 11.11 herein applies;
  - (c) Electrical wiring, installations, and hook-ups, unless section 11.11 herein applies;
  - (d) Structural problems with foundations, roofs, or walls;
  - (e) Deterioration caused by normal wear and tear. Normal wear and tear does not include the situations contained in section 11.11 herein;
  - (f) Damage or problems directly related to improper construction, materials, or workmanship; and
  - (g) Damage caused by natural disasters, such as: lightning, flood, tornado, etc.
- 11.12 The Housing Authority shall use the criteria and ranking system set out in sections 8.10 and 8.11 when determining the Repair/Renovation Priority List for repairs and renovations, within the context of its annual and five-year plans.

- 11.13 The First Nation will not accept responsibility for any repairs or renovations that are undertaken without the prior approval of the Housing Authority.

## 12.0 Ownership

- 12.1 All houses built and financed by the First Nation located on the Reserve, are the property of the First Nation.
- 12.2 Since the First Nation collectively, on behalf of all First Nation members, owns all Reserve lands. This means that lot on which the houses are situated remains the property of the First Nation, with the exception of land which is the subject of a Certificate of Possession and the rights and responsibilities it entails.
- 12.2 All individuals allocated a First Nation House will be required to sign a First Nation House Lease Agreement, in the form attached hereto as Schedule 2, prior to occupying the First Nation House.
- 12.3 Occupants will be subject to the terms of the First Nation House Lease Agreement.
- 12.4 First Nation members who are allocated a house and a lot become occupants are provided with the right of residency and usage. The First Nation member is not provided with ownership when they are allocated a First Nation House.
- 12.5 Any change of possession/occupancy of a First Nation House must be approved by the Housing Authority and all individuals who are seeking First Nation Housing are required to submit an application for housing in the proper form.
- 12.6 Any improvements done to a First Nation House, or fixtures added to a First Nation House, by an occupant become the property of the First Nation and may not be removed from the First Nation House if the occupant vacates the home.
- 12.7 The First Nation reserves the right to serve as general "developer" of the Reserve lands. In this regard, the First Nation may, from time to time, initiate alternate financing systems which may provide for options on the ownership of houses.

## 13.0 Vacant/Abandoned Houses

- 13.1 Anyone who occupies a First Nation House without the prior approval of the Housing Authority in writing will be evicted from the First Nation House and shall be prohibited from making an application for housing for a period of three years and may be subject to criminal and/or civil penalties.
- 13.2 All First Nation Houses which have been declared as vacant or abandoned by the Housing Authority shall become available for allocation to an applicant First Nation member on the Housing Allocation Priority List.
- 13.3 A First Nation House shall be declared as "vacated" or "abandoned" when the occupant has not lived in or used the house for 30 consecutive days, or more, and the occupant has not notified the Housing Authority of a valid reason for vacating the First Nation House. The Housing Authority shall determine whether the reason is in fact valid and whether the First Nation House has been vacated or abandoned.
- 13.4 In cases where a house on the Reserve is privately owned (not a First Nation House) and the owner vacates the house, the owner is responsible for the safety, care, and

security of the house. For the purpose of the public safety, the owner should notify the Housing Authority if the house is to be vacant for an extended period of time.

- 13.5 The First Nation is not responsible for damage to First Nation or private houses, regardless of cause, which are left vacant.

#### 14.0 Eviction

- 14.0 The First Nation owns all First Nation Houses. The First Nation remains responsible and accountable for the proper use and maintenance of the First Nation's housing assets. The First Nation therefore reserves the right to evict an occupant for just cause.

- 14.1 The following will be deemed to be "just cause" for the eviction of the occupant of a First Nation House:

- (a) Occupation of a First Nation House without the prior approval of the Housing Authority in writing;
- (b) Serious damage to, or abuse of, the First Nation House, including serious neglect of the maintenance and repair of the First Nation House and premises;
- (c) Refusal by the occupant to pay service charges or other fees set by the First Nation;
- (d) Repeated Abandonment of the house; or (e) Criminal activity within the house.
- (e) Consistently behaving in a manner that is disruptive or causes a nuisance to the enjoyment of adjacent properties and their occupant(s) or allocatee (s).
- (f) Regular damage to the housing unit due to abuse or neglect of the maintenance and repair of the housing unit.

- 14.2 The Housing Authority may serve an Eviction Notice to the occupant of a First Nation House upon a determination that there is just cause for an eviction. This notice shall be in the form attached hereto as Schedule "3" and shall provide, at minimum, thirty (30) days notice to vacate the First Nation House, unless the Chief and Council determine that immediate eviction is required to protect the house from serious damage or destruction or protect any person from risk of injury.

#### 15.0 Standards

- 15.0 The Eel River Bar First Nation reserves the right to develop and apply standards for design, construction, maintenance, health and safety with regard to First Nation housing.

- 15.1 The following shall serve as a "minimum standards guide" unless formerly amended or superseded by Eel River Bar First Nation by-laws:

- (a) The National Building Code of Canada (latest edition);
- (b) Supplement to the National Building Code of Canada (latest edition);

- (c) Building Standards for the Disabled (Supplement to the National Building Code - latest edition);
- (d) National Fire Code of Canada (latest edition);
- (e) Measures for Energy Conservation in New Buildings (E.M.R. - latest edition);
- (f) Relevant New Brunswick Codes and Regulations (latest edition);
- (g) Canadian Standards Association;
- (h) New Brunswick standards on water supply, sewage treatment and disposal;
- (i) Environment Canada standards for waste water/sewage;
- (j) Dominion Fire Code;
- (k) Canada Drinking Water Standards and Objectives (M.S.B. - latest edition);
- (l) Glossary of House Building Terms (C.M.H.C. - latest edition);
- (m) Illuminating Engineering Society Standards;
- (n) E.M.R. energy conservation measures and policies;
- (o) Building insulation and infiltration levels at a standard equal to or better than that required by code or regulation;
- (p) Architectural or engineering designs should be compatible with local cultural or community expectations, local expertise relative to the standards, and the socio-economic realities of the community;
- (q) Utilization of local labour and tradespersons where available;
- (r) Clear and formal definition of life-cycle maintenance requirements and of the related requirements for adequate maintenance management;
- (s) Adequate foundations;
- (t) The provision of basic amenities; and
- (u) The assurance of regular monitoring and inspections by all inspectors including Eel River Bar First Nation inspectors, C.M.H.C. inspectors, Health inspectors, Environment inspectors, etc.

## 16.0 Rent or Service Charges

16.0 The First Nation owns all First Nation Houses, infrastructure, and utility systems. Therefore, the Chief and Council may determine that it is necessary to apply rent, fees, or any other service charges from time to time.

16.1 First Nation Houses and the services and utilities provided to the occupant may be subject to such fees or service charges as may be set from time to time by the Chief

and Council. Such fees or service charges shall be equitable, identified in writing, delivered to the occupant and publicly posted by the Chief and Council

- 16.2 The First Nation may charge rent for houses, apartments or any other dwellings owned and managed by the First Nation. The Chief and Council shall provide personal and public notification of such rental fees.

#### 17.0 Insurance

- 17.0 Where the necessary funding is available the First Nation may insure First Nation Houses and other First Nation owned dwellings. Occupants shall be notified as to the status of insurance on the house they are occupying. Where the First Nation is unable to insure a house, the occupant will have the opportunity to, and will be encouraged to, purchase house insurance themselves. In such a case the First Nation will be named as beneficiary but, subject to this Policy, the occupant will receive the benefit of any repairs, renovations or re-building of the First Nation House.
- 17.1 Occupants will be encouraged by the First Nation to purchase, contents insurance for their personal possessions contained in the First Nation House or situated on its lot.
- 17.2 The First Nation is not responsible for loss or damage to the occupant's furniture, vehicles and other possessions regardless of cause.
- 17.3 The First Nation may determine from time to time such policies and systems which would provide for the occupant to participate in the insurance scheme for the house, dwelling, or infrastructure and utilities.
- 17.4 The First Nation shall be designated as the beneficiary under any First Nation House insurance policy and any insurance payments with regard to such policies shall be directed to the First Nation.

#### 18.0 Effective Date and Amendment

- 18.1. The Chief and Council have duly authorized these Eel River Bar First Nation Housing Policies and Procedures by Band Council Resolution.
- 18.2. These Eel River Bar First Nation Housing Policies and Procedures are effective as of the 17<sup>th</sup> day of August, 2021, and shall continue to be valid and in force until such time as they are formally amended by the Chief and Council.
- 18.3. The Eel River Bar First Nation Housing Policies and Procedures or any part thereof may be altered, added to, or amended at any time by the Chief and Council by Band Council Resolution.
- 18.4. The Chief and Council shall ensure that the Eel River Bar First Nation Housing Policies and Procedures are made readily available to all First Nation members and shall notify members of any amendments thereto.

#### 19.0 General

- 19.1. When a spouse or common-law partner dies, a survivor who does not hold an interest or right in or to the family home may occupy that home for a period of 180 days

after the day on which the death occurs, whether or not the survivor is an Eel River Bar member and whether or not the survivor is a registered Indian.

19.2. In exigent circumstances and acting reasonably, the Chief and Council may waive or suspend any part of this Policy as may be necessary for the equitable management of First Nation housing.

19.3. This Policy is subject to the Eel River Bar First Nation Privacy and Protection of Personal Information Policy.

EEL RIVER BAR FIRST NATION HOUSING POLICY AND PROCEDURES  
SCHEDULE 1

EEL RIVER BAR FIRST NATION APPLICATION FOR HOUSING

Note: It is the sole responsibility of the applicant to ensure that this form is delivered to the Housing Authority prior to the deadline date established by that Authority. Applications received after the deadline date for submission will not be accepted or reviewed.

Name of First Nation Member Applicant: \_\_\_\_\_  
DOB \_\_\_\_\_ Band # \_\_\_\_\_ Phone # \_\_\_\_\_

Names, ages, and relationship of all individuals intended to reside with the First Nation Member Applicant in a First Nation House and whether they are members of the Eel River Bar First Nation under the Eel River Bar First Nation Membership Code:

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Current residence (address) of First Nation Member Applicant:

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Names of Elders residing with the applicant: \_\_\_\_\_

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Names of disabled individuals residing with the applicant (disability must be confirmed by a letter from an MD): \_\_\_\_\_

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Have you been allocated new First Nation housing in the past? If so when?

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Have you been allocated previously lived in First Nation housing in the past?  
If so when and which house?

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Other comments:

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I certify that the information provided in this application is complete and accurate. I consent to the collection and use of this and other directly relevant information by the Eel River Bar First Nation.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_



EEL RIVER BAR FIRST NATION HOUSING POLICY AND PROCEDURES  
SCHEDULE 1(a)

EEL RIVER BAR FIRST NATION APPLICATION FOR HOUSING POINTS FORM

This form is to be completed by the Housing Authority to aid in determining housing allocation.

Due to the greater housing opportunities provided by government off-Reserve than are provided on-Reserve by AANDC, additional consideration is given to Applicant's living on Reserve as set out below.

Applicant Name \_\_\_\_\_

1. Applicant is:

a. Family with children 20

b. Elder or disabled 15

(To qualify as an elder, that individual shall be 65 at any time during the calendar year of application for housing. A physician's letter confirming disability is required to qualify as disabled.)

c. Family with no children 10

d. Single person 5

2. Number of children that will live with the Applicant.

(5 points per additional child when there are more than 2 children. A family of 5 children will therefore receive an additional 15 points. Families with 1 or 2 children already receive 20 points in number 1, above)

5 X \_\_\_\_\_

3. Total number of registered ERBFN member individuals in the family.

(2 points per person) 2 X \_\_\_\_\_

4. Other than Applicant, does family include elders or disabled individuals?

(5 Points per person) 5 X \_\_\_\_\_

5. Number of consecutive years Applicant has resided on reserve, after reaching age eighteen.

(1 point per year to a maximum of 10 points) 1 x \_\_\_\_\_ years

6. Length of time on the Housing Allocation Priority List. (commencing in

2011 when the list was established)  
(1 point per year to a maximum of 10 points) 1 X \_\_\_\_years \_\_\_\_

7. Is the Applicant's current residence overcrowded?

Number of people

Number of bedrooms

Residence total square footage

(If more than 2 people per bedroom, 5 points for each such bedroom)

(5 X \_\_\_\_

8. Condition of Applicant's current residence. General inspection rating of residence by a certified inspector. This section 8 is not related to the effort or ability of the Applicant to maintain the house as a tenant.

a. Condemned	10	_____
b. Poor	5	_____
c. Fair	2	_____
d. Good	0	_____

9. Operation and maintenance effort of the Applicant regarding the current residence.

a. Sub-standard	-5	
b. Indeterminate	0	
c. Reasonable	5	_____
d. Exemplary	10	_____

10. Has the Applicant successfully participated in Housing Workshops offered by the Housing Department? (yes 5 points, no 0 points)

11. Has the Applicant been allocated a housing unit in the past?

No = 0 points or Yes = (-5) points

12. Does the Applicant currently own a property off reserve?

NO = 0 points or Yes = (-5) Points.

13. Does the Applicant currently own rental properties on reserve? No If Yes = NOT ELIGIBLE FOR A NEW HOUSING ALLOCATION

14. Is the Applicant Employed, Seasonal or unemployed?

Retired= 0 point

Employed = 1 point

Seasonal = 2 point

Unemployed= 5 point

15.Does the applicant report mold in their current unit? Is there an inspection report on file?  
Can the current unit be renovated to a health state? \_\_\_\_

16.Other Comments:

TOTAL POINTS

\_\_\_\_\_

Chair Housing Authority

\_\_\_\_\_

Date \_\_\_\_\_

EEL RIVER BAR FIRST NATION HOUSING POLICY AND PROCEDURES  
SCHEDULE 2

EEL RIVER BAR FIRST NATION HOUSING AGREEMENT

Between: Eel River Bar First Nation

And: Occupant: \_\_\_\_\_

First Nation House Address: \_\_\_\_\_  
\_\_\_\_\_

List of individuals who reside with the Occupant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is hereby agreed and understood that I have been allocated a First Nation House subject to the following terms and conditions:

- a. That I will pay to the Eel River Bar First Nation the sum of \$ \_\_\_\_\_ as a non-refundable damage deposit prior to my occupancy of the First Nation House.
- b. That I will pay to the Eel River Bar First Nation reasonable rent and other reasonable charges that may be established from time to time by the First Nation for my occupancy of the First Nation House.
  - a. My payment of such reasonable rent and other reasonable charges shall be in accordance with time lines established by the First Nation.
- c. That I will pay for all light and power accounts and that all accounts will be paid up to date.
- d. ~~That I will pay for all heating costs.~~
- e. That I will be responsible for the payment of any telephone installation charges and monthly billing.

- f. That I will maintain these premises in a good, clean, livable condition and that the house will be left in a clean, livable condition upon vacating.
- g. That I will not place, or allow being placed any refuse, unlicensed vehicles etc. on the River Bars surrounding the First Nation House.
- h. That I am not permitted to allocate the First Nation House to another individual. I understand that such allocation includes but is not limited to sale, rent, lease, loan, gift or bequest.
- i. That I will inform the Chief and Council at least thirty days prior to the date I intend to vacate the First Nation House.
- j. That I will repair, without cost to the First Nation, any broken windows, broken doors, locks, etc. that are a result of my actions or neglect.
- k. That I understand that I have read, understand and am subject to the provisions contained in the Eel River Bar First Nation Housing Policy and Procedures.
- l. That I will not permit any individual, other than those listed above to reside with me in the First Nation House without the prior consent of the Housing Authority.

Date: \_\_\_\_\_

Witness name  
(Please print)

\_\_\_\_\_

Witness  
(Signature)

\_\_\_\_\_

Witness name  
(Please print)

\_\_\_\_\_

Witness  
(Signature)

\_\_\_\_\_

Occupant name  
(Please print)

\_\_\_\_\_

Occupant  
(Signature)

\_\_\_\_\_

Housing Authority Chair name  
(Please print)

\_\_\_\_\_

Occupant  
(Signature)

\_\_\_\_\_

EEL RIVER BAR FIRST NATION HOUSING POLICY AND PROCEDURES  
SCHEDULE 3  
**EVICTIION NOTICE**

To: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

From: The Eel River Bar First Nation Housing Authority

Date: \_\_\_\_\_

Re: The Eel River Bar First Nation House and Property located at:  
\_\_\_\_\_  
\_\_\_\_\_

**YOUR ARE HEREBY EVICTED FROM THE ABOVE NOTED HOUSE AND  
PROPERTY**

Date First Nation House must be vacated by all occupants:  
\_\_\_\_\_

Reasons for Eviction:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chair, Housing Authority  
\_\_\_\_\_

EEL RIVER BAR FIRST NATION HOUSING POLICY AND PROCEDURES  
SCHEDULE 4

APPLICATION FOR HOUSING REPAIRS AND MAINTENANCE  
EEL RIVER BAR FIRST NATION

Name of Applicant First Nation Member: \_\_\_\_\_

Address of house in question:

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List of Eligible Housing Repairs Needed:

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Have you received Housing repairs and maintenance from First Nation housing in the past? If so when and for which house?

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Other comments:

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Applicant signature \_\_\_\_\_ Date \_\_\_\_\_