

Cote First Nation Housing Policy

AMENDED & ACCEPTED: June 2, 2014

AIF

BCR: 713/C.C/2014

Section 1:

GENERAL PROVISIONS

1. MANDATE:

These policies, procedures, and regulations have been duly authorized by the Chief and Council of Cote First Nation and are effective as of the May 5, 1998 and the application of these policies, procedures, and regulations shall continue to be in force from this day forward; or until such time as they are formally amended.

2. APPLICATION:

- 2.1 These policies apply to only housing related, construction, renovations, maintenance, and repair programs of the Cote Band provided by the Cote First Nation.
- 2.2 These policies apply to all householders, homeowners and renters who reside within the Cote First Nation or who own or have been allocated a house within the Cote First Nation.
- 2.3 The Cote First Nation Housing Committee shall be responsible for the application of these policies and the administration of the Band's housing, renovations, maintenance, and repair programs. The Housing Committee is accountable to, and shall make monthly reports to the Cote First Nation Chief and Council and Cote First Nation Members at the General Band Meeting.
- 2.4 The Chief/Council and the band members are ultimately responsible for the application and/or interpretation of these policies. In cases where uncertainty or confusion exists as to the meaning of these policies, the Housing Committee shall submit a request for policy clarification to the Chief and Council. The Chief and Council shall provide a written reply, outlining its interpretation decision, to the Housing Committee within thirty (30) days.
- 2.5 These policies are for the express use and benefit of the Cote First Nation. These policies may not be appealed by Non-Band members or by outsider's federal or provincial agencies.
- 2.6 These policies apply to all housing funded by the Cote First Nation in particular, Section 34, Township 30, Range 32 WPM and all other lands reclaimed by the Cote First Nation.

- 2.7 To provide regular and specialized training as required in all areas of housing construction for Band members including trades training for Band members to enable the Band to become self-sufficient from a labor perspective in delivering the Housing and Renovations Programs.
- 2.8 To effectively and efficiently utilize funding from AANDC and other Government programs particularly CMHC under its Rental Housing Program, relevant to the Band Housing and Renovations Program.

Section 2: ORGANIZATION & STRUCTURE OF HOUSING COMMITTEE

3. DECISION MAKING:

The Band's housing policies have been developed and approved by the following method:

- 3.1 Draft done by Cote First Nation Housing Committee.
- 3.2 Ratification by Chief and Council in the form of a Band Council Resolution.
- 3.3 The Cote First Nation Chief and Council have all the authority over any housing related issues and the Housing Committee acts as recommending body only.

4. HOUSING COMMITTEE:

- 4.1 The Band shall establish and maintain a standing body to be known as the "Cote First Nation Housing Committee."
- 4.2 The Housing Committee shall be responsible for the management of Housing policies and housing programs on the Cote First Nation.
- 4.3 Membership on the Housing Committee shall be determined by the Chief and Council as so selected from the membership of the Band. The following terms of reference apply to membership on the Housing Committee:
 - a. Four (4) members and one (1) elders shall be appointed, for a three (3) year term.
 - A cross section of family representation of the reserve.
 - b. The terms be determined by Chief and Council

- c. Members may be re-appointed for a second or subsequent term;
- d. Members may be removed from office, and have their appointment rescinded by the Chief and Council if,
 - He/she resigns by formal letter of notification to the Chief and Council.
 - o He/she consistently demonstrates favoritism or bias in his/her judgments and decisions;
 - o He/she misses three (3) meetings in a row, or tardiness, without a good reason.
 - o There shall be no conflict of interest from the Housing Committee.
- e. All members shall be independent and they shall represent and serve the interest of all Band members in an impartial manner.
- f. The Housing Committee shall meet, a minimum, on a monthly basis;
- g. the housing committee is only a recommending body to the Chief and Council

5. ADMINISTRATION:

- 5.1 Cote First Nation Band Members may apply for a new house or an older home by written application to the Housing Committee.
- 5.2 The Housing Committee is responsible for the administration of the housing programs on the reserve. The Chief and Council shall, by B.C.R. identify the nature and scope of authority being delegated to the Housing Committee.
- 5.3 The Housing Committee, its chairperson and/or officers, shall supervise and control such management and administrative staff as may be so employed by the Band for the housing programs on the reserve.
- 5.4 The Housing Committee may, upon delegation by Chief and Council, manage and supervise those contractors and subcontractor arrangements as so entered into by the Band in relation to the housing program.
- 5.5 The Housing Committee and the Housing Coordinator shall keep and be responsible for records, files, evaluations, and reports as so determined by the Housing Committee and/or the Chief and Council.

- 5.6 The Chief and Council shall formally designate signing authorities for the Housing programs and for contract arrangements in respect of housing, Renovations, and repairs.
- 5.7 The Housing Committee has the responsibility for developing and maintaining both annual and long-term (5 year) plans.
- 5.8 The Housing Committee also has the responsibility for the maintenance of a Data and Information System in respect of housing assets, infrastructure, inspections, renovations, repairs, and maintenance management.

Section 3: SITING

6. Decisions on the siting on new or relocated houses shall be made on the basis of Following process:
 - 6.1 The Housing Committee will within its annual and 5 year plans, make recommendations to the Chief and Council regarding housing siting and serviced lots.
 - 6.2 The Chief and Council will approve the annual and five-year plans in each year well in advance of construction or site preparation.
 - 6.3 The Housing Committee will make decisions on the specific siting of houses based upon those plans approved in 6.2
 - 6.4 Band member applicants should be advised of such decisions of the Housing Committee well in advance of each program/construction year.
 - 6.5 Allocated homes to be sited on C.P. quarters. The landowners must enter into a written agreement with Cote Band Housing to transfer possession of at least 3 acres back to the Cote First Nation, before a unit is to be built on that site.

Section 4: SERVICES AND UTILITIES

- 7.1 Each newly constructed house should be fully serviced and offer the necessary water, sewer, heating, and electrical amenities. The Band shall pay for these initial services.

- 7.2 All services installed by virtue of item #7 above shall meet minimum safety and quality standards as hereinafter described.
- 7.3 In order that item #7 above may be accomplished, new or relocated houses should be sited within a reasonable close distance from the Band's infrastructure and utility systems as they exist; or as they are identified within the Band's community and public works plan.
- 7.4 All service charges for utilities (including electricity, telephone, heating, fuel, waste disposal; or any other common service that is now or may be provided; is the responsibility of the homeowner.
- 7.5 Repairs to service and utility systems shall be provided by the Band so long as the householder has not caused the failure due to neglect (e.g. interior line freezing, willful damage, or public mischief). In such cases, the householder will be responsible for the repair/replacement costs.

7.6 add - Saskpower

7.7 add - service lines distance

Section 5: HOUSING ALLOCATIONS

In recognition of the funding shortage and the need for management, the following system shall apply:

- 8.1 Cote First Nation members may apply for a new house by written application to the Housing Committee. Applications shall be updated at least once a year. This will apply to both the Housing and Renovations Programs.
- 8.2 All eligible applicants are placed on a general waiting list maintained by the Housing Committee.
- 8.3 Using the housing allocation criteria as hereinafter; the Housing Committee places the applicants into the annual, five-year allocation plan as maintained by the Housing Committee.
- 8.4 Each year, the Housing Committee determines a housing allocation priority list consisting of those applicants who qualify for early housing allocation. (based upon the allocation criteria)

- 8.5 When an application is recommended by the Housing Committee, it would be ratified by the Chief and Council, the applicant will be notified of the location of the new housing site design of the house, size of the house and the plans and specifications for the house. Such notification shall be done by the Housing Coordinator in conjunction with the Housing Committee
- 8.6 Allocations of homes to Cote First Nation members are considered to be final and these decisions are based on need. Therefore selections will stand in the event of a newly elected Chief and Council. (Confirmation will be by Band Council Resolution).

Section 6 ELEMENT DESCRIPTION

- 9.a The housing allocation criteria of the following elements; and these shall be used when decisions are made regarding the allocations

Point rating system 1 to 10

- | | | |
|-----|--|-----------|
| 9.1 | The house is overcrowded, one or more families or more than eight people living in that unit. | 8 points |
| 9.2 | When the house is condemned. () | 9 points |
| 9.3 | How long the applicant was on the waiting list. | 2 points |
| 9.4 | How they look after their present home.
<ul style="list-style-type: none"> • References • History of the tenant | 1 point |
| 9.5 | The size of the families, there is an age factor involved. | 5 points |
| 9.6 | Whether they will live in a serviced area (subdivision). | 6 points |
| 9.7 | If they have lost their house caused by a fire or tornado, etc. | 10 points |
| 9.8 | Couples that have children and have no house. | 7 points |
| 9.9 | When the applicant is over 65 years old willing to relocate to a smaller unit. | 3 points |

9.b. The list of applicants of the housing allocation priority list may be adjusted annually based upon the changing conditions of housing, or the changing circumstances of the applicant. In this regard, the following point may be taken into consideration:

9.1 When their previous house was destroyed by fire, tornado, etc.

9.2 When they are in serious state of health and require a modern dwelling;

9.3 When their current house is condemned.

9.4 The disposition of the house vacated by a householder, due to a new house being allocated, shall be determined by the Housing Committee and ratified by the Chief and Council. All houses so vacated are returned to the Band and are not subject to the opinion of the former householder.

9.5 Decisions on renovations, demolition's, or future allocation of vacated houses shall be made by recommendation of the Housing Committee based on provisions as provided elsewhere in this document; or upon provisions as maybe determined from time to time by the Chief and Council.

Section 7 OWNERSHIP

The Housing Committee shall monitor all units owned by the Band

- 10.1 All houses/dwellings built and financed by the Band shall remain under the ownership of the Band.
- 10.2 Since the Band collectively, on behalf of all Band members, own all reserve lands; this means that the land (yard, lot) on which houses and roads are sited remain in the property of the Band.
- 10.3 People who are allocated a house and a yard become occupants and the Band provides them with the right of residency and usage. The upkeep of the yard shall be the responsibility of the tenant.
- 10.4 A house is owned by an individual or family in those cases when he/she provides the financing for such house or dwelling.
- 10.5 The Band reserves the right to serve as general developer of housing on the Cote First Nation. In this regard, the Band may, from time to time, initiate alternate financing systems, which provide for options on the ownership of house/dwellings.
- 10.6 No Band Member shall sell or otherwise dispose of a Band house unless there is written permission from the Cote Chief and Council.
- 10.7 All houses must be in both parties names, but remain in the possession of the Band member, the unit cannot be under a non-band member.
- 10.8 Must be a Cote First Nation band member and of 18 years of age

Section 8: REPAIRS AND RENOVATIONS

- 11.1 The Band shall maintain a repair and renovation program within the limits of those resources available to the Band. The Band must manage the repair and renovation program on the basis of sufficient funding in relation to the real need of the Band. This situation will require the Housing Committee to manage the repair and renovation program on the basis of set criteria for eligibility and priority.
- 11.2 The Housing Committee shall develop and maintain an annual and a five- year plan in respect of the maintenance, repair and renovation of housing and infrastructure.

- 11.3 Occupants or householders may request maintenance, repair, replacement, or renovation services by applying to the Housing Committee. The Housing Committee will incorporate these applications into short and long term plans based upon the priority criteria as hereinafter described.
- 11.4 Regarding damages to the house or its services, the occupant or householder carries responsibility for the costs of any repairs in relation to the following items:
- a. Doors, doorjambs, windows and windowsills;
 - b. Paint (and painting), or other wall coverings; Basic "off white", Paint to be supplied by the Band – interior every five (5) years, exterior every ten (10) years, labor supplied by the occupant. Upon inspection and approval by the Housing Coordinator. (Excluding the elderly and disabled people)
 - c. Electrical covers, fixtures, bulbs.
 - d. Minor damages to walls, ceilings, and floors.
 - e. Vandalism by the occupant, his/her relative or guests. (example: being alcohol parties, etc.)
 - f. Abuse or misuse by the occupant or their children, his/her relative or guests.
 - g. Damages caused by vehicles, machinery, or snowmobiles for which the occupant or his guests are responsible.
 - h. Furnace filters, (to be supplied by the tenant).
 - i. Vent covers supplied by the band.
 - j. Water taps and stove elements -fuses, plates, etc. (to be supplied by the Band).
 - k. Closet doors (to be supplied by the Band).
 - l. The householder should supply their own plastic or screen for their windows.
 - m. The householders are responsible to replace their own doorknobs (the Band will supply the doorknobs).
 - n. The householders is responsible replace any broken/cracked windowpanes.

- 11.5 Any damages intentionally done to the band units by the homeowners will have to be paid back to the band for the cost of material and labor. The homeowner will have to make arrangements to pay this all back to the band and will come in to make arrangements to be on a repayment plan.
- 11.6 Damage caused by the enforcement agencies will be the responsibility of the band pending possible conviction of the tenant.

Section 9

TENANTS ADDITIONAL RESPONSIBILITIES

- a. Shut their water pumps off when out of water.
- b. Drain water heater – at least once or twice a year.
- c. Check ice build-up – circulation of air in house, fans, open doors and windows, check the chimney for ice build-up.
- d. Check ice build ups and de-ice, steps.
- e. Clean fridge -unplug fridge, let thaw, clean, plug in - prolongs the life of your fridge.
- f. Clean stoves -unplug stove, clean top/oven, plug back in.

Important: All tenants should respect their homes, keep it clean and tidy.

Section 10

BAND RESPONSIBILITIES

13. The Band is responsible for the costs of repairs and renovations in relation to the following items:
- a. Furnace/heating system (unless caused by the neglect or abuse of the occupant).
 - b. Sewer/water systems and septic tanks (unless caused by the neglect of the occupant).
 - c. Electrical wiring, installations, hook-ups; (unless caused by the neglect of the occupant).
 - d. Structural problems with foundation, roof, steps, or walls.
 - e. Deterioration caused by normal wear and tear;
 - f. Damages or problems directly related to improper construction, materials,

or workmanship;

- g. Damages caused by natural disasters such as lightening, flood, tornado, wind, etc.
- h. Fire
- i. Ramps

Section 11 **REPAIRS AND RENOVATIONS - PRIORITY LIST**

14 The Housing Committee shall use the following criteria when determining the priority list for repairs and renovations within the context of its annual and five (5) year-plan:

- 14.1 The house is condemned by the recommendation from the compliance inspector, due to fire, health, or environmental safety problems.
- 14.2 The house has been partially damaged by fire or natural disaster.
- 14.3 The house has one major flaw (e.g. a crumbling foundation) which is affecting the entire house structure.
- 14.4 The house is overcrowded and in need of repair, or expansion (e.g. extra bedroom space).
- 14.5 The house is substandard and is occupied by couples or single parents with children.
- 14.6 The house is substandard and is occupied by couples and single people with no children.
- 14.7 An abandoned house needing major repairs or renovations before it passes the necessary standards for occupancy.

Section 12 **VACANT/ABANDONED HOUSES**

15.1 All houses owned by the Band which declared as vacated or abandoned by the Housing Committee shall become available for alternate allocation as so recommended by the Housing Committee and ratified by the Chief and Council

15.2 A house/dwelling shall be declared as vacated or abandoned when the

occupant or householder has not lived in or used the house for sixty (60) days or more in a row; and the occupant or householder had not given written notification to the Housing Committee of either the reasons for the abandonment, or stated his/her intentions about residing in or using the house for the short or long term

- 15.3 When a Band house is declared vacated or abandoned, the responsibility for damages, repairs, or renovations shall be determined by applying Section 11: 14.7.
- 15.4 Occupants leaving for education will be required to notify the Housing coordinator of their intention to attend an educational institute for a specified time. The occupant will not lose possession of their rental unit.
- 15.5 Occupants who are incarcerated for a period of 90+ days will be deemed to have abandoned their dwelling

WARNING: A request may be brought to Chief and Council for tenants to vacate their unit if it has been deemed that the unit has been vandalized by the tenant due to carelessness and/or drunken parties on a continuous basis.

Section 13

- 16.1 In recognition all Band and CMHC houses are owned by the Band, the Band remains responsible and accountable for the proper use and maintenance of the Band's housing assets. In view of these facts, the Band reserves the right to evict a householder or occupant. The initial eviction notice will be delivered by the housing coordinator. Should the tenant not comply the local RCMP will deliver the notice and/or BCR and have the tenant removed. The eviction notice will state the time given rental arrears are to be paid in full. Failure to meet the deadline will result in the eviction being carried out.
- 16.2 For the purposes of determining evictions, the following will be deemed to represent just cause for the eviction notice:
- a. Regular and serious damage to or abuse of the house.
 - b. Refusal by the occupant to pay service charges or such fees as set by the Band.
 - c. Repeated abandonment of the house.
 - d. Any tenant convicted of selling illegal drugs: narcotic or prescription.
 - e. Band members under the age of 18 (Minors) left in the care and control of a home will be reported to the proper authorities.

Section 14 APPEALS

- 17.1 Any appeals will be replied to writing and responded to within a 30-day period by the Housing Department/Housing Committee. (e.g. eviction, renovations, rent, denial of application, etc.)

Section 15 BUILDING STANDARDS

- 18.1 The Band reserves the right to develop and supply such standards for design, construction, maintenance, health, and safety as it might set from time to time.
- 18.2 The following shall serve as the minimum standards unless formally amended or superseded by Cote First Nation laws or bylaws:
 - 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 handicapped (Supplement to the National Building Code, latest edition);
 - d. Measures for Energy Conservation in new buildings (E.M.R. latest edition)
 - e. National Fire Code of Canada (latest edition);
 - f. Pertinent Saskatchewan codes and regulations;
 - g. Canadian Standards Association;
 - h. Provincial standards on water supply and sewage treatment and disposal;
 - i. Environment Canada standards for waste/sewage;
 - J. Dominion Fire Commissioner;
 - 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 and regulation;
- p. Architectural or engineering designs should be compatible with local cultural or community expectations, local expertise relative to the standards, and the socioeconomic realities of the community;
- q. Utilization of the local labor and local tradesmen where available;
- r. Adequate foundations;
- s. The provisions of basic amenities;
- t. The assurance of regular monitoring and inspections by all inspectors be they Indian Government, C.M.H.C., Health Environment, etc.

Section 16 RENT OR SERVICE CHARGES

CMHC, under its rental Housing Program, can provide loans and repayment assistance to Bands who wish to undertake rental housing projects to meet low income housing needs on Indian Reserve. The units in this First Nation rental projects maybe for individuals, families the elderly or special needs, such as the handicapped/child care.

- 19.1 Since all Band houses, infrastructure, and utility systems are owned by the Band; and since the Band is responsible for maintenance, repairs and renovations as identified in Section 1 (item) of this document; it follows that the Band may determine in accordance with the Band's decision making procedures. Rent will apply on C.M.H.C. homes.
- 19.2 Non C.M.H.C. Band houses are not subject to rent but a service charge.
- 19.3 Band houses and the service/utilities provided to the occupant or householder maybe subject to such fees or service charges as maybe set from time to time by the Chief and Council. Such fees or service charges shall be identified in writing, delivered to the occupant or householder, and publicly posted by the Housing Committee.
- 19.4 The Band may charge rent for teacherages, apartments, or any other type of special housing development owned and managed by the Band. Personal and public notification of such rental fees shall be provided by the Housing Committee.
- 19.5 Basic of Rental Charges: (For working people)

The rental scale is based on fully serviced unit. This includes the cost of heat, water, hot water, stove and refrigerator. Appropriate rent deductions should be made where these articles are not provided. In addition, of \$2.00 per dependent child can be made from the monthly rent. See attached copies of Appendix's A and B.

19.6 Payments of Rent by Payroll Deduction:

Those tenants that are employees of the Band and living in CMHC homes will have their rent deducted from their cheques every two weeks.

- 19.7 CMHC tenants employed off-reserve and in default of rental payments will not receive services provided by the band, which includes repairs and renovations, etc. Upon full payment of rental arrears the services will be restored.

Section 17 INSURANCE

- 20.1 The Band shall undertake to insure all Band owned houses, C.M.H.C. houses, dwellings, etc.
- 20.2 The Band shall not be responsible for insuring of any buildings constructed or located by individual Band members or personal belongings. Such units are the responsibility of the individual or family.

Section 19 PRIVATELY OWNED HOMES

- 21.1 The Band is not responsible for any kind of maintenance and repairs to those homes that are privately owned.
- 21.2 The Band is not responsible for any kind of renovations to houses that are privately owned.
- 21.3 The Band is not responsible for insuring houses that are privately owned.

Section 20 APPLIANCES

- 22.1 The appliances that have been supplied to the CMHC units, they cannot be sold or removed from that unit. It can be removed from that unit if it getting repaired or being replace.

APPENDIX A

Rent Calculations

Gross Annual Salary
From all household members _____ (a)

Deduction:
\$900.00/year for both spouses IF
working or for a single parent
household. _____ (b)

Annual adjusted household
income _____ (c)
(a) - (b) = (c)

RENT is to represent a maximum of 25% of the
Annual adjusted household income;
(c) times .25 = _____ (d)
(d)

Adjusted Monthly Rent is based on 25% of the
Adjusted household income: (d) divide by 12 less
The monthly Utility Allowance less \$2.00 per
child
Per month adjusted monthly rent. _____ (e)

MARKET RENT:
Less the monthly Utility
Allowance Adjusted Market Rent _____ (f)

THE LOWER of: the adjusted Monthly Rent
(e) or the adjusted Market Rent (f) is the
TOTAL MONTHLY RENT DUE FROM
THE TENANT _____

Tenant:

Housing Coordinator _____ Date: _____

Appendix B

According to CMHC rates (latest edition)

ON RESERVE MARKET RENT	
Type of unit	
1 Bedroom Unit	
- No basement	\$200.00
- 2 Bedrooms and bath in	\$265.00
basement 2 Bedroom Unit	
- No basement	\$270.00
- Basement not developed	\$330.00
- 1 bedroom in basement	\$340.00
- 2 bedrooms in basement	\$370.00
- 2 bedrooms and bath in basement	\$385.00
3 Bedroom Unit	
- No Basement	\$325.00
- Basement not developed	\$375.00
- 1 bedroom in basement	\$405.00
- 2 bedroom in basement	\$415.00
- 2 bedroom and bath in basement	\$430.00
4 Bedroom Unit	
- No basement	\$390.00
- Basement not developed	\$505.00
Single Wide Mobile Home (2 by 4 construction)	
- No basement	\$220.00

UTILITY ALLOWANCES

The following utility allowances include heat, hot water, stove and fridge. Domestic electricity is excluded.

Type of Unit	Type of Heating System	
	Natural Gas	Other
1 and 2 Bedroom Units	\$55.00	\$95.00
3 Bedroom Units	\$80.00	\$140.00
4 and 5 Bedroom Units	\$100.00	\$160.00

