

SEPTEMBER 2, 2025

STATEMENT OF POLICY AND PROCEDURE

Policy No.: HOUSING-02

Department Ownership: We Wai Kai Nation Housing

Issue/Effective Date: September 2, 2025

Approved By: Chief and Council by motion September 2, 2025

WE WAI KAI NATION
HOUSING POLICY

HOUSING DEPARTMENT
WE WAI KAI NATION
690 Headstart Cres.

Table of Contents

SECTION 1. BACKGROUND	1
<i>1.1 Purpose</i>	<i>1</i>
<i>1.2 Goals and Objectives</i>	<i>1</i>
<i>1.3 Interpretations</i>	<i>1</i>
SECTION 2. DEFINITIONS	2
SECTION 3. ADMINISTRATION.....	3
3.1 Authority of Policy	3
3.2 Scope of Policy	3
3.3 Applicable Laws	3
3.4 Roles and Responsibilities	4
3.6 Marital Breakdown	8
3.7 Death of a Homeowner	8
SECTION 4. VACANT LOTS – APPLICATION PROCEDURE AND REQUIREMENTS	8
4.1 Vacant Lot information required	9
4.2 Assignment of Vacant Lots	10
4.3 Registration of Lot Transfers	10
SECTION 5. CONSTRUCTION AND BUILDING STANDARDS	11
5.1 Building Requirements	11
SECTION 6. HOME OWNERSHIP PROGRAM	12
6.1 Privately Owned Homes	12
6.2 Home Ownership Changes	13
6.3 General Duties and Responsibilities of Homeowners	13
SECTION 7. CAPITAL HOMEOWNERSHIP FINANCING	15
7.1 Indigenous Services Canada (ISC) Ministerial Loan Guarantees	15
7.2 Other Financing Opportunities – Indigenous housing loan program	19
SECTION 8. RENOVATION GRANTS	19
SECTION 9. APPEALS	22

9.1 Types of Appeals	22
9.2 Appeals Process	22
SECTION 10. AMENDMENT PROCEDURES	23
SECTION 11. CHIEF AND COUNCIL ACCEPTANCE	24
Schedule B. Housing Contract	25
Schedule A. We Wai Kai Nation - Lot Application Template	25
Schedule C. We Wai Kai Nation - Renovation Application Template.....	34
Schedule D. We Wai Kai Nation – Housing Appeals Application Template.....	37
Schedule E Declaration of Understanding.....	42

Policy Title and Version Control Number	Administration	
Department	Housing Department	
Amend / Repeal Authority	Chief and Council	Effective:

The following table tracks prior versions of this policy, and effective dates are updated in footer sections:

Policy Title and Version Control Number	Date of Effective Changes	Approve by (BCR#)	Bulleted Summary of Changes per policy section
<i>(Example) Definitions Section V2</i>	<i>Date</i>	<i>BCR-CODE</i>	• <i>(Example) Amended policy XX</i> • <i>(Example) Amended definition “x” for clarity</i>
Replaces: With:			

SECTION 1. BACKGROUND

The We Wai Kai Nation Housing Policy was developed to advance the betterment of the Nation through a thoughtful housing management approach on We Wai Kai lands while supporting the needs of We Wai Kai Citizens. The Housing Policy provides the Housing Department, Housing Committee, Chief and Council and We Wai Kai Citizens with a consistent framework to support housing programs in a manner that is unbiased, fair, transparent and meets the needs of Citizens. We believe that this open administration will foster the continued development of policies and procedures that will treat all in a consistently fair manner.

1.1 Purpose

The purpose of the We Wai Kai Nation Housing Policy is to outline policy authority, scope, roles and responsibilities and amendment procedures, appeals procedures, and provisions for home ownership. This includes the procedures and criteria for housing management on We Wai Kai Lands, the regulation of construction and purchase of residences to be situated on approved lots within We Wai Kai Lands and setting out relevant criteria and procedures for obtaining housing, and renovation grants.

The policy outlines the We Wai Kai Housing Department's roles and responsibilities, including Chief and Council, Housing Committee and the Housing Coordinator. It should be noted that decisions made regarding housing support for We Wai Kai are contingent upon We Wai Kai Nation's ability to fund housing supports and be in alignment with the We Wai Kai Land Code.

1.2 Goals and Objectives

We Wai Kai Nation Strategic Plan Goals and Priorities related to housing are to support We Wai Kai citizens with a transparent housing process and application information when accessing housing. This includes strengthening communications around housing categories and available funding options.

1.3 Interpretations

In this Housing Policy, the following rules of interpretation apply:

- a) Words in the singular include the plural, and words in the plural include the singular,
- b) If a word or expression is defined, other parts of speech and grammatical forms of the same word or expressions have corresponding meanings,
- c) The expression "shall" is to be construed as imperative, and the expression "may" is to be construed as permissive,
- d) Unless the context indicates otherwise, "including" means "including, but not limited to", and "includes" means "includes, but not limited to", and
- e) A reference to an enactment includes any amendment or replacement of it and every regulation made under it.

Except as otherwise provided, words and expressions used in this Housing Policy have the same meaning as in the Land Code. In the event of a conflict between this Housing Policy and the Land Code, the Land Code shall prevail.

SECTION 2. DEFINITIONS

Allotment: An interest granted in We Wai Kai First Nation Land that entitles a Citizen to lawful possession of such lands in accordance with We Wai Kai Land Code.

Band Council Resolution: A resolution of the We Wai Kai Council made at a duly convened meeting of Council.

Elder: A citizen who is 65 years of age or older.

Housing Committee: The Housing Committee is an independent committee established by Chief and Council in accordance with Housing Committee Terms of Reference. The Housing Committee is responsible for providing direction and support to the Housing Department and Chief and Council in the administration of all housing related matters and not day-to-day operations and program management.

Housing Department: The department of the We Wai Kai Nation responsible for the administration of its housing programs, including Hummingbird Place.

Housing Coordinator: The We Wai Kai Housing Coordinator is responsible for the delivery and administration of the First Nation's housing programs and services.

Citizen: Person who has met the requirements to become a citizen of the We Wai Kai Nation and whose name shall appear on the We Wai Kai Nation Citizenship List.

Co-signer: Person who agrees to pay a loan or payments in the event that the primary borrower is unable to pay the loan or defaults on the loan. A co-signer must be a spouse, parent or other family member.

Manufactured home: means a structure that is typically built in a factory off-site and then delivered and assembled on-site. The Canadian Standards Association (CSA) label provides the specifications the home is built to:

- a) Modular homes are built under the CSA A-277 standards
- b) Mobile homes are built under the CSA Z-240 standards.

Member in Good Standing: means a member who:

- Has no outstanding financial obligations of any kind to the We Wai Kai Nation; and
- Is not engaged in any form of litigation against the We Wai Kai Nation.

Ministerial Loan Guarantee: Guarantee issued by Indigenous Services Canada, on behalf of the We Wai Kai Nation, guaranteeing the repayment of monies owed to an approved lender.

Privately-Owned Home: Privately Owned Homes are homes that have been either built by a Citizen on land held by certificate of possession and the homeowner has obtained a mortgage to build the home (Capital Home) or is a home transferred to a Citizen. The care, maintenance, and upkeep of a privately owned home rests entirely on the owner of the home. The homeowner is responsible for complying with all applicable We Wai Kai laws and policies. Private rentals are not eligible for grants under We Wai Kai funding.

Single Family Dwelling: A dwelling occupied by only one household or family at a time and consists of just one dwelling.

We Wai Kai Lands: Includes the following We Wai Kai Indian Reserves: Village Bay Indian Reserve # 7, Open Bay Indian Reserve # 8, Drew Harbour Indian Reserve # 9, Cape Mudge Indian Reserve # 10, Quinsam Indian Reserve # 12, and lands set apart by Canada in the future as lands reserved for the use and benefit of We Wai Kai Nation, within the meaning of subsection 91(24) of the Constitution Act, 1867 and section 2(1) of the Indian Act.

Land Code: The We Wai Kai Land Code, as approved by the Chief and Council.

SECTION 3. ADMINISTRATION

3.1 Authority of Policy

The Housing Policy is made under the authority of the We Wai Kai Nation Chief & Council motion on September 2, 2025.

3.2 Scope of Policy

The Housing Policy applies to all housing on We Wai Kai Land, to all tenancy agreements, and to all housing services provided or administered by the Housing Department.

The Housing Policy does not apply to:

- Allotments of We Wai Kai Land to Citizens
- Non-Citizens Homes
- Any other exclusions

3.3 Applicable Laws

The Housing Policy and the delivery and administration of housing services made under this Housing Policy are subject to all applicable We Wai Kai Land Code Laws, and federal, provincial, or legislation. This policy may be updated depending on the new We Wai Kai Land Code to support alignment of housing policy with the Land Code and any subsequent supporting regulations or laws.

In the event of a conflict between this Housing Policy and the We Wai Kai Land Code, the Land Code shall prevail.

3.4 Roles and Responsibilities

The Housing Policy provides roles and responsibilities for the We Wai Kai Chief and Council, Housing Department, Finance Department, and Housing Committee.

Chief and Council

The roles and responsibilities of Chief and Council related to housing include:

- a) Overseeing planning and community strategies,
- b) Identifying housing funding,
- c) Ensuring that housing services and programs are administered in accordance with principles of procedural fairness and natural justice and in compliance with applicable laws and policies,
- d) Reviewing and approving housing goals, objectives, plans, strategies, and budgets related to the delivery and administration of housing programs and services,
- e) Reviewing, approving, and adopting housing policies, procedures and amendments thereto,
- f) Assign Council members to Housing Committee which will include Chief, up to two (2) members of council, Housing Coordinator, or appropriate staff member.
- g) Supporting the Housing Committee, Housing Department and the Housing Coordinator in the implementation and enforcement of housing policies and procedures,
- h) Reviewing Housing Committee and Housing Department recommendations and making decisions regarding such recommendations, including amendments to this policy and applications for housing and/or housing programs and services,
- i) Participating in investigations and hearing of appeals, and
- j) Support housing policy enforcement and ensuring all housing programs and services are provided as intended.

Housing Department

The roles and responsibilities of the Housing Department include:

- a) Administer and deliver all housing programs and services by implementing and enforcing the program policy,
- b) Ensuring secure, transparent and appropriate maintenance, retention and destruction, of all housing records, including operational, administrative, applicant, homeowner, and tenant records in accordance with privacy laws,
- c) Researching new program options and issues that may impact delivery of the housing program and identifying new approaches to the delivery of on-reserve housing,
- d) Working with First Nation organizations to resolve issues of common purpose,

- e) Delivering housing education and information to Citizens, including conducting community meetings and workshops, to encourage successful homeownership and tenancy,
- f) Ensuring that Citizens have access to this Housing Policy, any reports of the Housing Department and all applicable Laws,
- g) Plan and carry out community meetings on housing programs and services,
- h) Maintaining the value of the First Nation's housing stock in a cost-effective manner and in accordance with this policy,
- i) Monitoring the effectiveness of housing policies and programs and recommending policy amendments to the Housing Committee as needed,
- j) Supporting the Housing Committee in annual review of housing goals, objectives, strategies, policies, and procedures,
- k) Preparing annual reports, workplans, and budgets as required; and
- l) Implementing and enforcing the Housing Policy and other housing related Laws, plans, and agreements.

Finance Department

The roles and responsibilities of the Finance Department include:

- a) Provide homeowners with a notice of payment arrears when payments are not made as agreed, and
- b) Provide homeowners with a written statement of account on an annual basis confirming payments received and/or payable for the previous calendar year.

Housing Committee

The Housing Committee is established by Chief and Council in accordance with Housing Committee Terms of Reference and the Housing Committee Meeting Operations in this Policy. The Housing Committee is responsible for providing direction and support to the Housing Department and Chief and Council in the administration of all housing related matters and not day-to-day operations and program management.

The roles and responsibilities of the Housing Committee include:

- a) Operating in accordance with the We Wai Kai Housing Committee Terms of Reference,
- b) Meeting monthly or as needed,
- c) Providing guidance, recommendations, and support to the Housing Department in the delivery and administration of housing programs as set out in policies and procedures.

- d) Evaluating the implementation, enforcement, and effectiveness of the Housing Policy and recommending to Chief and Council any amendments to the Housing Policy as may be needed,
- e) Participating in investigations and hearing of appeals,
- f) Developing and supporting implementation of long- and short-term housing strategies and plans, and
- g) Approval/review of lot assignments, applications, and other processes as needed.

Housing Committee Meeting Operations

The Housing Committee shall meet at such times as necessary to carry out its responsibilities under this Housing Policy, including:

- a) The Housing Committee may establish rules for procedure at hearings under this Housing Policy that respect the rules of procedural fairness of an unbiased panel and the right of individuals affected to be heard.
- b) At least 72 hours before the date of a meeting or hearing, or less if the matter is urgent, the chairperson of the Housing Committee shall give notice of the meeting to each member of the Housing Committee, which notice:
 - i. shall specify the place, day and time of the meeting or hearing; and
 - ii. may be given to a member either personally, by telephone or e-mail at the number or e-mail address provided by the member.
- c) The quorum for a meeting or hearing shall be three members of the Housing Committee, including the chairperson.
- d) The chairperson must:
 - i. organize, call and preside all meetings of the housing committee; and
 - ii. ensure that minutes of all proceedings are recorded and distributed to members of the housing committee; and
 - iii. minutes and any further appropriate records of proceedings are kept and filed according to We Wai Kai administration office standards and procedures.
- e) All matters before the Housing Committee for a decision require a quorum and shall be decided by a majority vote of members present.
- f) All voting shall be by a show of hands indicating a “yes” or a “no” vote, and no member may abstain from voting.
- g) Members of the Housing Committee shall not release or discuss with any other person information they receive in their work with the Housing Committee or information relating to the meetings, deliberations, proceedings, and decisions of the Housing

Committee, other than in the course of administering this Housing Policy or performing functions under it, unless the information:

- i. is public,
- ii. is information that the Housing Committee, by vote of members at a duly constituted meeting, decides to release,
- iii. is required to be released under this Housing Policy, or
- iv. is required to be released or addressed by law, in court proceedings or pursuant to a court order.

Establishment and Selection of a Housing Committee

The Chief and Council by resolution appoint members of the Housing Committee consisting of Chief and two appointed Councillors with Housing Coordinator support, including: administrative support that may be necessary from time to time.

Where a vacancy on the Housing Committee occurs, a replacement shall be appointed by resolution of Council within 60 days to fulfill the term of the original appointment. A vacancy in the citizenship of the Housing Committee shall not impair the right of the remainder of the Housing Committee to act, provided a quorum remains.

Housing Coordinator

The Housing Coordinator is responsible for administration of the Housing Policy and answerable for the Housing Department. The employee manages the day-to-day operations of the Housing Department, and the delivery and administration of the We Wai Kai housing programs and services.

The roles and responsibilities of the Housing Coordinator include:

- a) Overseeing Housing Department administration and Citizen relations.
- b) Conducting and overseeing homeownership services and program.
- c) Communicating with the We Wai Kai finance department as applicable.
- d) Managing and maintaining agreements with homeowners, and vendors, including foreclosures and evictions.
- e) Managing housing budgets and financing.
- f) Project management of new construction and renovation.
- g) Participating in investigations and hearing of appeals; and
- h) Other tasks as may be needed for the proper administration of the We Wai Kai's housing services and programs.

3.5 Temporary vehicles and homes

Travel trailers, fifth wheels, mobile homes, recreational vehicles, and any other vehicles or structures that contain living accommodations and are ordinarily equipped with wheels or

intended for temporary use, shall not be used as permanent residences on any lots on We Wai Kai Lands. In the instance of use of temporary vehicles and homes used as permanent residence on lots on We Wai Kai Lands, a fine will be issued and the temporary vehicle or home will be removed.

Travel trailers, fifth wheels, mobile homes, recreational vehicle, and other vehicle or structures that contain living accommodations and are ordinarily equipped with wheels or intended for temporary use are authorized to be parked for storage on a lot and shall not be occupied by any person for longer than 30 days within a 12-month period.

3.6 Marital Breakdown

If there is a marital breakdown in the context of a Privately Owned Home, the determination of which party will retain possession of the home will be made in accordance with the We Wai Kai Nation Matrimonial Law 2016.

3.7 Death of a Homeowner

If there is a death in the context of an owner of a Privately Owned Home, the determination of ownership of the home will be made in accordance with the Citizens estate and the Family Homes on Reserves and Matrimonial Interests or Rights Act (2013). The Nation must receive a certified copy of the will that has been approved by Indigenous Services Canada.

SECTION 4. VACANT LOTS – APPLICATION PROCEDURE AND REQUIREMENTS

All residential lot assignments on We Wai Kai Lands shall be made in accordance with this Housing Policy.

Lot assignments shall only be available in circumstances where a lot is available, surveyed and serviced, and Council has approved the development for residential purposes of the We Wai Kai Lands on which the lot is located.

Available vacant lots shall be assigned to Citizens on a first come, first served basis for the sole purpose of purchase or construction of a house in which applicant Citizen and their family shall reside.

An application for a vacant lot assignment shall be made to the Housing Coordinator in the form required by the Housing Coordinator from time to time and shall attach all information and documentation required at section 4.1.

Where the applicant and the applicant's spouse are both Citizens, the spouses shall make the application for a vacant lot assignment together as co-applicants.

A vacant lot assignment shall only be available to Citizens who:

- a) are 18 years of age or older.
- b) Are a Member in Good Standing, as defined in Section 2 of this policy.

- c) do not already hold a residential Lot on We Wai Kai Lands, unless
- (d) the Lot was received by a will or upon intestacy, or where the Citizen holds the Right of Occupancy only as a Trustee.

4.1 Vacant Lot information required

The information required in the application for a vacant lot assignment shall include:

- a) a letter of intent from an approved lender to the Housing Coordinator or other evidence that the applicant has sufficient funds to complete construction/purchase of a house, satisfactory to the Housing Coordinator.
- b) sufficient information to satisfy the Housing Coordinator that the applicant shall use the lot for the purposes of a residence for the applicant and the applicant's family, and not for personal profit.
- c) Selection of available lot number.
- d) a \$2500 lot deposit.
- e) a signed Declaration of Understanding, attached as Schedule E.
- f) any additional information or documentation as deemed necessary by the Housing Coordinator to ensure that the applicant shall comply with this Housing Policy. Issues of non-compliance will be referred to the Housing Committee to review against this Housing Policy and the We Wai Kai Land Code and supporting bylaws.
- g) Assignment of vacant lots shall be made by the Housing Committee on a first-come, first served basis.

Upon receipt of a fully completed application from an applicant that is in compliance with the requirements, terms and conditions set out in section 4.1, the Housing Coordinator shall notify the applicant of their eligibility to receive a vacant lot assignment.

Upon notification of eligibility for a vacant lot assignment in accordance with section 4, the applicant shall provide within 6 months:

- a) building plans that
 - (i) demonstrate compliance with provincial and federal building standards, and for manufactured homes to comply with section 5.1 and this policy.
 - (ii) demonstrate the house to be constructed does not exceed total lot coverage of 40%.
- b) names and contact information of the contractor who will construct the house.

- c) a construction schedule prepared by the contractor to show construction start and end dates that demonstrate that the construction will commence within 6 months of the Lot assignment.
- d) a signed Housing Contract (Schedule A) with the We Wai Kai Nation.

4.2 Assignment of Vacant Lots

The Housing Coordinator will bring recommendations of lot to Housing Committee for review and approval. Only one lot per member will be allowed every 10 years, except for moving individuals to Elders units. Exceptions may be considered in cases of significant family composition or living arrangements, including but not limited to household growth, divorce, or other comparable circumstances.

Upon notification of eligibility for a vacant lot assignment, in accordance with the We Wai Kai Land Code, and with a secured 6-month preapproved mortgage in place and approved building plans, the applicant shall provide a \$2,500 construction fee (lot deposit) to the We Wai Kai Housing Coordinator, unless otherwise approved by the We Wai Kai Housing Committee. If a member cannot start their build within six months of providing the construction fee, they shall forfeit 50% of the deposit and the lot will be released from their name. Inspections are to be completed and documented at every stage of the build.

4.3 Registration of Lot Transfers

Where Citizens have agreed that they wish to transfer a Lot Assignment, the parties to the transfer shall first:

- a) be a member in good standing as defined in section 2 of this policy with the Nation;
- c) obtain an appraisal, at the expense of the buyer, for the property by an appraiser qualified with the Appraisal Institute of Canada and provide a copy of the appraisal to the Housing Coordinator; and
- d) provide an opportunity to perform a house inspection or provide a copy of a home inspection report recently completed by a qualified home inspector, as directed by the Housing Coordinator. Final lot transfer documents must be reviewed and approved by the Housing Committee prior to lot transfer.
- e) if a new home subsidy has been applied to the home, then the amount received will be deducted from the appraised value.

A private homeowner wishing to transfer a home to another We Wai Kai Citizen remains responsible for the home until such a time as another Citizen enters into an agreement with the homeowner with respect to the transfer of the home.

Once ownership of the Privately Owned Home is transferred, the transferee will become a homeowner and they will assume all the rights and responsibilities of homeownership including maintenance, repairs, and fire insurance.

SECTION 5. CONSTRUCTION AND BUILDING STANDARDS

5.1 Building Requirements

- a) All new residences and all renovations to existing residences on We Wai Kai Lands shall be constructed and completed in accordance with the BC Building Code.
- b) Every resident shall comply with the BC Building Code and building inspection requirements as required by We Wai Kai Nation Law and as directed by the Council from time to time.
- c) A manufactured home shall only be permitted on a Lot pursuant to Housing Committee Approval, in accordance with the following process:
 - (i) prior to the placement or installation of the manufactured home, the Lot holder shall submit an application to the Housing Coordinator, in the form required by the Housing Coordinator, which shall include:
 - 1) an inspection report from a qualified inspector or other documentation that demonstrates that the manufactured home is constructed in accordance with all current provincial and national standards,
 - 2) plans showing the location and construction of a foundation or anchored footings for the manufactured home and the utility hook-ups of the manufactured home on the Lot, indicating that the foundation or anchored footings and hook-ups shall be completed in accordance with all current We Wai Kai Nation, provincial and national laws, policies and standards,
 - 3) detailed photographs or images of the proposed manufactured home; and
 - 4) any further information required by the Housing Coordinator;
 - (ii) the Housing Coordinator shall forward all completed applications to place a manufactured home on We Wai Kai Lands to the Housing Committee for consideration;
 - (iii) the Housing Committee shall consider the application for manufactured home placement and, based on the application and supporting materials, make a determination as to whether the manufactured home may be placed on the Lot as requested in the application, based on, but not limited to, the following factors:

- 1) whether the manufactured home is constructed with all current provincial and national standards,
 - 2) whether the plans submitted show the location, foundation or anchored footings, and utility hook-ups are in accordance with We Wai Kai Nation, provincial and national standards and conventions, and
 - 3) whether the appearance of the manufactured home will be in keeping with the character of the houses in the surrounding neighbourhood;
 - 4) a manufactured home older than 20 years shall not be approved for placement in any We Wai Kai Nation Lands designated or used as residential areas.
- (iv) the Housing Committee shall communicate its decision in writing to the Housing Coordinator, who shall forward the written decision to the applicant.
- d) All new construction and placement of residences, including manufactured homes, shall be completed in accordance with the schedules, site plans and building plans submitted to the Housing Coordinator in accordance with this Housing Policy.

SECTION 6. HOME OWNERSHIP PROGRAM

As part of our commitment to providing transparency, We Wai Kai has developed the homeownership program with a policy to guide decision making and administration. We provide realistic housing options for Citizens that are interested in living on reserve and wanting to contribute to our vibrant community.

We Wai Kai Nation provides the following homeownership program:

Privately Owned Homes: Privately Owned Homes are homes that have been either built by a Citizen on allotment land and the homeowner has obtained a mortgage to build the home (Capital Home) or is a home transferred to a Citizen. The care, maintenance and upkeep of a privately owned home rests entirely on the owner of the home. The homeowner is responsible for complying with all applicable We Wai Kai laws and policies.

6.1 Privately Owned Homes

All Citizens should be aware We Wai Kai Nation has transitioned to a We Wai Kai Land Code.

A homeowner is entitled to the exclusive use and possession of a Privately-Owned Home. This means that the homeowner is not a tenant and does not pay rent but instead is responsible for all the incidents of ownership of their Privately-Owned Home.

We Wai Kai is not responsible for repairs or maintenance of the Privately-Owned Home. We Wai Kai will provide homeowners with information and assistance regarding opportunities for access to federal grants for repairs and maintenance of Privately-Owned Homes. Any home occupancy that is not Single-Family Dwelling needs to be reviewed with We Wai Kai.

6.2 Home Ownership Changes

Any proposed changes to home ownership need to be reviewed and approved by the Housing Committee. The Housing Committee may choose to refer to Chief and Council for decision, in accordance with this Policy and the We Wai Kai Land Code.

6.3 General Duties and Responsibilities of Homeowners

All individuals who live in a Privately Owned Home have certain responsibilities which must be adhered to. It is the responsibility of all Citizens living in a Privately Owned Home to become familiar with all their responsibilities and obligations.

Roles and Responsibilities

The following is a non-exhaustive list of some of the homeowners' roles and responsibilities:

- a) Reading, understanding, and complying with the terms and conditions of this Housing Policy, any applicable Laws and any homeownership, Security or Borrowing Agreement or other housing-related agreements to which they are a party and complying with applicable laws and policies
- b) Use of the Lands: The homeowners shall use the lot and conduct themselves on We Wai Kai Lands in accordance with all federal, provincial and We Wai Kai Nation laws, Land Code, regulations and by-laws in effect from time to time, solely for purposes of construction of and residence in a single-family residential home on the lot.
- c) Making payments on time and maintaining their loan in good standing with their personal lending institution and providing proof mortgage is paid in full.
- d) Maintenance and Repairs: The homeowner is responsible for home maintenance and repairs to be carried out as required to maintain safe operation of components on the interior and exterior of the home. This includes but is not limited to, repairing damaged surfaces (e.g. interior drywall, exterior siding, roofing, windows and doors), and maintaining heating, plumbing and electrical systems and fixtures and fire prevention items and, maintaining exterior stairs and walkways.
- e) Property Maintenance: The homeowner is responsible to maintain the housing unit and property in a state that meets the requirements of We Wai Kai Land Code and bylaws and regulations regarding repair and maintenance of properties within We Wai Kai lands. This includes but is not limited to maintaining a housing unit and property to meet minimum health and safety standards as it relates to nuisances, unsightly property, noise and pollution and waste. This includes not storing more than three vehicles, which are not operational, including cars, trucks, motorcycles, all-terrain vehicles, motor homes, house trailer, camper or any other type of vehicle or recreational vehicle on the property. Any vehicles that are not operational and no longer licensed shall be removed from the premises by the homeowner.

- f) Utility Charges and Other Services: The homeowner is responsible to pay all charges for utilities including electricity, heat, hot water, gas, propane, telephone, cable, internet and other services or any other amenities to which the owner may subscribe or install. We Wai Kai is not responsible for any unpaid or terminated services.
- g) Garbage and Waste Disposal: The homeowner is responsible for garbage and waste disposal. Household waste is to be securely contained and closed within appropriate garbage containers and is to be placed in the large garbage bins on each road for weekly pick-up.
- h) Snow and Ice Removal: The homeowner is responsible for removal of snow and ice from driveways, walkways, and other areas on the property to ensure safe access to the unit and property for service providers and for emergency vehicles.
- i) Insurance: The owner is responsible to obtain and pay the cost of any and all insurance on the home (e.g. building insurance, third party liability and contents insurance).
- j) Access to the Unit: The homeowner is responsible to ensure reasonable road access to the home is available at all times for provision of services (e.g. garbage collection) and for emergency vehicles.
- k) If your home is condemned and confirmed to be no longer fit for habitation or poses an environmental hazard to the community, as supported by a written report from a certified inspector/Environmental Health Officer (Public Health Agency of Canada). The homeowner will be given notice with a time frame of demolishing and removal of debris, including water and or waste supply. The disposal systems will be applicable to the land code. The owner will be responsible for all costs associated with the demolition and removal of debris including permits and notices.
- l) Participating in community meetings and homeownership workshops and engaging with the Housing Department where appropriate or necessary.
- m) Respect the rights and privacy of neighbours.
- n) Notify the Housing Department prior to building a fence or digging in a yard. This is to ensure that underground utility lines are not disturbed and property boundaries are respected.
- o) Inform the Housing Department of any changes in ownership, including private rentals. We Wai Kai may deliver services to We Wai Kai Citizens from time to time and can charge fees for private homes being used a rental suite. The private renter must pay fees to the Housing Department when requested for any of the following:
 - (i) Waste Management (garbage and recycling pick ups)
 - (ii) Plow roads (snow removal)

- (iii) Water and Sewer
 - (iv) Cut grass (Elders)
 - (v) Community Clean Up Day
 - (vi) Others
- p) Have reviewed this Housing Policy in detail, understand it, and agree by its terms and conditions and signs the declaration of understanding (Schedule E).

SECTION 7. CAPITAL HOMEOWNERSHIP FINANCING

7.1 Indigenous Services Canada (ISC) Ministerial Loan Guarantees

ISC Ministerial Loan Guarantees are used to secure loans to build, purchase or renovate on-reserve housing. ISC provides Ministerial Loan Guarantees for the loan security required by lenders who are financing housing loans on-reserve. CMHC provides about 80 per cent of these loans and 20 per cent are provided by other lending institutions. Ministerial Loan Guarantees may be issued to a First Nation acting on its own behalf or on behalf of an individual First Nation member that meet the eligibility criteria. There can only be one loan guarantee per project.

Applicants seeking support through We Wai Kai for a Ministerial Loan Guarantee must adhere to this Housing Policy and any related ISC requirements. See ISC website for more information on Ministerial Loan Guarantee requirements: <https://www.canada.ca/en/indigenous-services-canada.html>

Eligibility

To be eligible to apply for an ISC Ministerial Loan Guarantee, a We Wai Kai Citizen must:

- a) be a Citizen in good financial standing with We Wai Kai, having no Arrears or outstanding historical debt owing to We Wai Kai,
- b) be at least eighteen (18) years of age,
- c) have access to a lot,
- d) contribute a minimum down payment as per the housing loan program with your financial institute
- e) be able to support repayment of the loan,
- f) understand that no home may be transferred in the future to a non-Citizen.
- g) The applicant does not have any existing Ministerial Loan Guarantees.
- h) The owner and Co-signer (if applicable) must be on the mortgage.**

Pre-Approval

The following provides an overview on applying for a pre-approval:

- a) Borrower sends a written expression of interest to the We Wai Kai Housing Department. The Housing Department will inform the Borrower with a checklist and application form.
- b) Once the Housing Department has verified that the Borrower has access to land on We Wai Kai Land, the Housing Department will ensure that the Borrower has no outstanding We Wai Kai accounts, arrears or other debts. Outstanding accounts for the purpose of this process are accounts that have been outstanding for more than 30 days.
 - (i) If the Borrower has an outstanding account, We Wai Kai must be satisfied that those debts have been settled or that the Borrower has negotiated a repayment plan with the We Wai Kai before the Housing Department will issue a Conditional Letter of Support.
 - (ii) If any outstanding accounts are too high, or if the Borrower refuses to settle those debts or enter debt repayment plans, the application is declined, and no further action is taken on the file.
 - (iii) If the Borrower initiates a repayment plan for the outstanding accounts, We Wai Kai may at its discretion defer the application for six months to ensure that the Borrower abides by the repayment plan.
- c) If the Borrower is in good standing, the Housing Department will issue a Conditional Letter of Support to the financial institute stating that We Wai Kai is prepared to guarantee the Borrower's mortgage provided they meet the lending requirements.
- d) Only after the Borrower has received conditional support from the We Wai Kai can the Borrower apply for a pre-approved mortgage.

Where a household includes a non-Citizen applicant whose income is being used to qualify for a loan, the non-Citizen should seek independent legal advice regarding their right to claim against the home in the event of household or marital breakup. The non-Citizen applicant must sign a declaration that they fully understand the legal ramifications as they apply to home ownership on reserve and his/her rights.

Approval and Construction/Purchase

The following information outlines the steps that will be taken by the We Wai Kai Housing Department during the approval and construction/purchase process:

- a) Identification of serviced lot.
- b) A title search will be conducted to ensure that the lot is unencumbered, as well as to ensure the lot is surveyed and an environmental site assessment is completed, as per policies established by We Wai Kai.

- c) If lot is assigned, the borrower must sign the Security & Indemnity Agreement.
- d) If the lot is currently held by the Borrower, the lot must be transferred to We Wai Kai and We Wai Kai will hold the lot until the mortgage is fully discharged.
- e) Grant application submitted to ISC for approval, subject to availability.
- f) Housing Department to manage grant with contractors and with no funds paid directly to homeowner.
- g) Borrower shall provide evidence of a legally enforceable will confirming his/her wish to dispose of the property upon death. The designated heir must be another We Wai Kai community Citizen. In the event the heir is a non-member, the timeline for sale will be up to 5 years.
- h) Borrower to provide financial institute and Housing Department with quote from contractor(s) along with verification of equity. Contractors must be reputable, qualified, have insurance and provide references. In addition, the contractor(s) must be registered and in good standing with WorkSafe BC and must be capable of bridge financing construction. Loan advances prior to construction beginning are prohibited.
- i) Borrower provides a site plan to the We Wai Kai from where infrastructure is to be installed.
- j) Plans from local hardware stores may also be acceptable, provided they are engineered stamped.
- k) Borrower requests a contracted Registered Onsite Wastewater Practitioner (ROWP) as required by Health Canada. Borrower responsible for the \$800 design fee and any other applicable fees if not covered by the First Time Homeowner Infrastructure Grant budget.
- l) Necessary loan documents forwarded to Chief and Council for final approval. Chief and Council issue Band Council Resolution for Ministerial loan guarantee.
- m) Contractor to provide proof of liability and/or construction insurance to We Wai Kai and Financial Institution.
- n) Copy of builder's contract forwarded to We Wai Kai and lender and any related correspondence must be forwarded to Housing Department.
- o) Construction begins.

All inspections will be established by the authority having jurisdiction. The qualified inspector is responsible for progress and compliance inspections. The maximum number of progress advances is six (6). Pictures to be included in the advance documentation.

Equity and the grant must be drawn down first prior to the first loan advance being processed.

Final inspections for building from Health Canada and Electrical (Hydro Declaration of Work Completion) must be provided to the Housing Department.

Proof of fire insurance provided by borrower to financial institution prior to move-in date and issuance of occupancy permit.

Default

- a) Each recipient of a Ministerial Loan Guarantee shall comply with the terms of this Housing Policy and cooperate with all of the We Wai Kai Nation's reasonable requests in the event the recipient's loan is in default.
- b) If the We Wai Kai Nation receives notice that a Ministerial Loan Guarantee recipient is in arrears or otherwise in default with respect to their loan, the We Wai Kai Nation shall provide a written letter notifying the recipient of the default or arrears and request that the recipient address the issue immediately or contact the Housing Coordinator or Executive Director to make payment arrangements.
- c) In the event that acceptable payment arrangements cannot be made and the lender demands payment in full, the We Wai Kai Nation shall provide written notice that the defaulting Ministerial Loan Guarantee recipient must, within thirty (30) days:
 - (i) repay the loan in full plus any outstanding fees and interest; or
 - (ii) vacate the premises,
 - (iii) and the defaulting Ministerial Loan Guarantee recipient shall cooperate fully with the We Wai Kai Nation.
- d) Immediately following the end of the thirty (30) day notice period provided in accordance with section c Default, if the Ministerial Loan Guarantee recipient has not repaid the loan in accordance with Section 8, the We Wai Kai Nation shall commence foreclosure proceedings in respect of the affected property.
- e) In the event of default on a loan subject to a Ministerial Loan Guarantee, the We Wai Kai Nation shall take all steps necessary to recover the amount of the Ministerial Loan Guarantee plus associated costs and the defaulting Ministerial Loan Guarantee recipient shall cooperate fully with the We Wai Kai Nation.
- f) All remaining proceeds from a foreclosure or sale of a repossessed house shall be retained in a Housing Reserve fund established by We Wai Kai administration.
- g) In the event of a default on a loan subject to an Ministerial Loan Guarantee, the recipient will not be eligible to apply for an Ministerial Loan Guarantee for a period of at least 6 years.

7.2 Other Financing Opportunities – Indigenous housing loan program

Eligible Citizens may apply to We Wai Kai Nation to receive an Indigenous Housing loan program guarantee with other partnered lenders, for the following:

- (a) New construction of a home – guarantee of a loan up to \$600,000
- (b) Existing home (purchase an existing house or move an unmortgaged house off We Wai Kai lands onto available We Wai Kai lands) – guarantee of a loan up to \$600,000

Citizens can reach out to Housing Coordinator for more information on eligibility and applications requirements.

SECTION 8. RENOVATION GRANTS

- a) The renovation grant funds available pursuant to this Part shall be comprised of those monies that are held by We Wai Kai Nation or received or made available from time to time to the We Wai Kai Nation by the federal or provincial governments or agencies for the purpose of assisting Citizens in repairing or renovating a house on We Wai Kai Lands.
- b) The availability and amount of the renovation grants may vary from time to time as determined by the availability of and conditions on funding from federal and provincial governments and agencies, and the We Wai Kai Nation, and by the funding priorities of We Wai Kai Nation, as determined by Council.
- c) Subject to section 8.d, all renovation grant funds shall be distributed to Citizens in accordance with this Housing Policy and shall not exceed \$20,000 per application.
- d) Notwithstanding sections 8.c and 8.e, in the event that We Wai Kai Nation accepts funding from a federal or provincial government or agency for the purpose of assisting Citizens to repair or renovate a house on We Wai Kai Lands, which funding is required to be distributed on terms that differ from this Housing Policy, then the funding requirements of the federal or provincial government or agency shall prevail to the extent necessary to avoid a conflict with this Housing Policy.
- e) A renovation grant may be granted to a Citizen for the sole purpose of repairing or renovating a house owned by the Citizen, subject to section 8.d and to the following conditions:
 - (i) there are sufficient funds available for the We Wai Kai Nation to distribute the renovation grant, as determined by Council;
 - (ii) the renovation grant applicant completes an application in the form required by the Housing Coordinator and the funding program from time to time and attaches all [required](#) information and documentation;

- (iii) the applicant is a Citizen who is the owner and current occupant of the house for which the renovation grant is intended;
 - (iv) all amounts owing to the We Wai Kai Nation by the applicant, including all other loans, fees and utilities, are paid and up to date;
 - (v) the subject house is within the boundaries of the lot that is assigned to the applicant, in accordance with the lot survey;
 - (vi) the renovation grant applicant discloses such financial information as may be required by the Housing Coordinator to determine eligibility and make any required applications;
 - (vii) the renovation grant applicant has not received a renovation grant in respect of the same house within the previous ten (10) years, and has resided in the house for at least five (5) years;
 - (viii) notwithstanding paragraph (g), a renovation grant may be accessible to an applicant in the event that the applicant has received a house as the result of the distribution of an estate, and a qualified home inspector deems repairs necessary;
 - (ix) the applicant demonstrates that the renovation grant shall be used for needed structural and BC Building Code compliant upgrades that will extend the life of the house for at least an additional fifteen (15) years;
 - (x) the applicant demonstrates that the renovations or repairs are needed, and obtains an inspection report from a qualified home inspector or allows the Housing Coordinator to perform an inspection, where required by the Housing Coordinator;
 - (xi) where directed by the Housing Coordinator, the renovation grant applicant has obtained three quotes from qualified contractors and agrees to proceed with the lowest or most reasonable quote;
 - (xii) the applicant demonstrates that the renovation grant shall not to be used for the purposes of economic gain by the applicant or any other person;
 - (xiii) the renovation grant applicant provides any further information the Housing Coordinator determines is necessary to consider the application; and
 - (xiv) each renovation grant applicant has agreed to and signed the Declaration of Understanding attached at Schedule E and entered into a Housing Contract with the We Wai Kai Nation.
- f) Renovation grants shall be distributed to applicants who meet the terms and conditions at section 8.e, subject to section 8.d, based on the following priorities:
- (i) all urgent health, safety and structural concerns shall be a priority; and
 - (ii) applications made by Elders shall be a priority.

- g) Notwithstanding section 8.e (viii), a renovation grant may be awarded for the purposes of increasing the energy efficiency of a house, considered on a case-by-case basis, subject to any terms, conditions and requirements of the funding agency or government and to the following considerations:
- (i) the applicant meeting the criteria at section 8e, except the requirement at paragraph 8.e (viii);
 - (ii) the scope of work; the estimated increase in asset life expectancy; and
 - (iii) available funding.
- h) The We Wai Kai Nation shall make all renovation grant payments directly to the contractor performing the work.
- i) Following receipt of a renovation grant, the recipient of a renovation grant shall demonstrate to the Housing Coordinator that all renovations and repairs made with renovation grant funds are done in accordance with the BC Building Code and shall provide any inspection reports or other information required by the Housing Coordinator from time to time.
- j) Without limiting section 8.e (i), each renovation grant recipient shall, upon completion of the renovation grant work and at the direction of the Housing Coordinator,
- (i) obtain an inspection of the work by the Housing Coordinator; or
 - (ii) obtain a building inspection report by a building inspector with Building Officials' Association of BC certification,
- The inspection or report shall demonstrate that the work was done in accordance with the BC Building Code and in accordance with this Housing Policy and any requirements of the Housing Coordinator.
- k) In the event that the Housing Coordinator is not satisfied that the renovation grant work was completed in accordance with the BC Building Code, this Housing Policy, or any requirements of the Housing Coordinator, the renovation grant recipient shall complete and be responsible for the costs of additional work or remediation as required by the Housing Coordinator.
- l) The following are not eligible for a renovation grant:
- (iii) Lot servicing and hook-ups for road access, water, sewer, septic and electrical services; and
 - (iv) cosmetic repairs such as interior flooring, molding, fixtures and painting, and other non-structural items, except for such cosmetic repairs that are required in the course of approved renovations, such as mold remediation work.
- m) In the event that renovation grant funds are not used by a renovation grant recipient in accordance with this Housing Policy, the recipient shall repay to We Wai Kai Nation the

amount of the renovation grant and associated costs, and We Wai Kai Nation shall take all steps necessary to recover the amount of the renovation grant plus associated costs.

SECTION 9. APPEALS

Any person directly affected by any decision made under this Housing Policy, including decisions of the Housing Department, Housing Committee, and/or Chief and Council, may appeal the decision under this Part.

9.1 Types of Appeals

A decision may be appealed on any of the following grounds:

- a) There was an error of fact.
- b) Where a Citizen questions the decision as unfair, unjust, or unreasonable.

9.2 Appeals Process

Time shall be considered critical to the fair disposition of inquiries or appeals.

- a) Appeals are to be initiated by the Citizen or applicant within 30 days of being notified of the decisions that are being appealed.
- b) A written appeal must be filed with the Housing Coordinator and shall include:
 - (i) the full name and address of the person filing the appeal,
 - (ii) the reasons for the appeal,
 - (iii) any supporting documentation, and
 - (iv) any further information the person filing the appeal determines is relevant to the matter.
- c) For any appeal, the Citizen shall initiate a preliminary inquiry into the issue by meeting directly with the Housing Coordinator to attempt to resolve the matter.
- d) Where the matter remains unresolved, within 21 working days of the first meeting, a second meeting shall take place between the Citizen, the Housing Coordinator and the Housing Committee.
- e) If the matter is unresolved within 21 working days of the second meeting, the Citizen may submit a Notice of Appeal to the Chief & Council. The Notice of Appeal shall be in writing and shall contain the Citizen's name and address and shall state in general terms the nature of the decision, reasons for the appeal, and the remedial action sought by the Citizen.

- f) The Housing Coordinator and/or Housing Committee shall provide the rationale for the decision, including how it complies with the Housing Policy, in writing to the Chief and Council within 21 working days.
- g) The Chief and Council will determine, at their next regularly scheduled meeting, on the basis of the evidence presented to it, whether the initial decision-maker acted or decided the matter in an unfair, unreasonable or unjust way.
- h) After reviewing appeal, the Chief and Council shall deliberate in a closed session and shall reach a decision.
- i) Within 5 working days of the decision the Chief and Council shall provide written reasons for its decision to the Citizen.

There shall be no right of appeal of a decision made by Chief and Council pursuant to this Housing Policy.

SECTION 10. AMENDMENT PROCEDURES

The Housing Policy may be amended by the following:

- a) If the Housing Coordinator and Housing Committee identifies minor amendments to the Housing Policy or any associated template documents, agreements, or forms that are necessary, the Housing Committee will provide a recommendation to the Chief and Council setting out the proposed amendments and the reasons they are required.
- b) If the Housing Coordinator and Housing Committee identifies substantive amendments to the Housing Policy or any associated template documents, agreements, or forms that are necessary, the Housing Committee will consult with the We Wai Kai Citizens and upon receiving feedback from the Citizens, the Housing Committee will provide a recommendation to Chief and Council setting out the proposed amendments and the reasons they are required.
- c) The Chief and Council may approve recommendations of the Housing Committee and may make the required amendments to the Housing Policy or associated template documents, agreements, or forms by Band Council Resolution and will advise the Housing Department accordingly.
- d) If the Chief and Council determine that minor amendments to the Housing Policy or any associated template documents, agreements, or forms are necessary, Council may make such amendments by Band Council Resolution and will advise the Housing Committee and Housing Department accordingly.
- e) Any amendments to this Housing Policy shall be posted in the We Wai Kai Nation administration offices and available to Citizens within ten (10) days following approval by Chief and Council.

Amendments take effect:

- a) On the date they are approved by the Chief and Council, or
- b) On another date as determined by the Chief and Council.
- c) The Housing Department will record any amendments to this Housing Policy or associated documents, including terms of reference and template documents, agreements, or forms that are made and the amendments will be numbered consecutively by date of approval.
- d) If an amended Housing Policy or associated document is reissued, it will be identified by date and will cancel and replace all previous issues.
- e) If any template document, agreement, or form is amended, the Housing Department will ensure that templates in use are current and will take all previous versions of the templates out of circulation.

SECTION 11. CHIEF AND COUNCIL ACCEPTANCE

“Acceptance and implementation of policy”,

Chief and Council may from time to time make changes to this policy. Any changes to this policy must be in writing and accompany the original document until the policy is officially amended by the citizenship through the policy amendment process.

Chief and Council will make every effort to maintain the integrity of this policy and respect that Housing is a priority of the We Wai Kai Nation.

This Housing Policy has been accepted and implemented on the 02 day of September, 2025.

Chief _____

Councillor _____

Councillor _____

Councillor _____

Councillor _____

Councillor _____

Councillor _____

Councillor _____

Schedule A. We Wai Kai Nation - Lot Application Template
(Confidential Application)

We Wai Kai Applicant(s) – Citizen Name(s): _____

We Wai Kai Citizen Registry Number: _____

Available Lot Number (if known): _____

Please Initial boxes to confirm that the Applicant(s):

☐

Are 18 years of age or older

☐

Are Members in Good Standing, as defined by Section 2 of the Housing Policy.

☐

Do not already hold a residential Lot on We Wai Kai Lands, unless the lot was received by a will or upon intestacy, or where the Citizen holds the Right of Occupancy only as a Trustee.

Please describe your housing plans. Include a brief description of your plan, such as:

- Type of planned home, number of rooms, square footage, or any additional buildings
- Any other relevant information

Please explain how the applicant shall use the lot for the purposes of a residence for the applicant and the applicant's family, and not for personal profit.

Describe the cost of the housing plan, such as:

- Cost of purchasing a prefabricated home
- Cost of preparing the foundation for such a home
- Cost of construction for a new build, such as a contractor's estimate
- Or a detailed listing of materials
- Or a breakdown of the cost per square foot
- Etc.

Please describe plans to cover the costs of the home. If you will be using personal savings, a home equity line of credit, or a personal loan, for example.

Please attach the following documentation:

- 1) Letter of intent from an approved lender to the Housing Coordinator or other evidence that the applicant has sufficient funds to complete construction/ purchase of a house, satisfactory to the Housing Coordinator.
- 2) \$2500 lot deposit.
- 3) Signed Declaration of Understanding (attached).

Signatures

I/We declare that all of the information contained in this application is complete and accurate in every respect.

Finally, I/We understand that completion of this application does not guarantee possession of a residential lot on We Wai Kai lands.

Print Name(s): _____

Signature(s): _____

Date: _____

This application constitutes your agreement to abide by the We Wai Kai Housing Policy. Failure to do so may result in the forfeit of the application.

For Internal Use:

Lot Application Number:

Date Received:

Schedule B. Housing Contract

LOT ASSIGNMENT AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 20__.

BETWEEN: *We Wai Kai Nation*, having administrative offices at 690
Headstart Crescent, Campbell River, BC V9H 1P9;
(the “*WWKN*”)

AND: _____, having an address
at _____;

(the “*Resident*”)

(collectively, the “*Parties*”, and individually, a “*Party*”)

Whereas, the *WWKN* wishes to assign to the *Resident* those lands legally described as Lot _____, located at civic address _____ (the “*Lot*”), for the *Resident*’s use as a permanent residence, provided the *Resident* will abide by the terms and conditions of this Agreement;

Whereas, the *Resident* wishes to hold the *Lot* and reside at a house constructed on the *Lot*; and

Whereas, the *WWKN* and *Resident* have agreed to enter into this Agreement to set out the expectations and requirements with respect to the *Resident*’s conduct on the *Lot* and on *WWKN* Lands, in accordance with the terms and conditions of this Agreement,

Now therefore, the *Parties* agree as follows:

1.0 Interpretation

The following words shall have the following meanings:

“*Council*” means the lawfully elected governing body of *WWKN*

“*Housing Policy*” means the *We Wai Kai Nation Housing Policy*, adopted by *Council*;

“*We Wai Kai Lands*” means the following *We Wai Kai Nation Indian Reserves*:

Village Bay Indian Reserve # 7,

Open Bay Indian Reserve # 8,

Drew Harbour Indian Reserve # 9,

Cape Mudge Indian Reserve # 10,

Quinsam Indian Reserve # 12, and

lands set apart by Canada in the future as lands reserved for the use and benefit of *We Wai Kai Nation*, within the meaning of subsection 91(24) of the *Constitution Act, 1867* and section 2(1) of the *Indian Act*; and

“WWKN” or “We Wai Kai Nation” means the body of people who comprise the entity also known as the Cape Mudge Indian Band under the *Indian Act* and for whose use and benefit in common We Wai Kai Lands have been set apart.

1.2 In this Agreement, the following rules of interpretation apply:

words in the singular include the plural, and words in the plural include the singular;

if a word or expression is defined, other parts of speech and grammatical forms of the same word or expressions have corresponding meanings;

the expression “shall” is to be construed as imperative, and the expression “may” is to be construed as permissive;

unless the context indicates otherwise, “including” means “including, but not limited to”, and “includes” means “includes, but not limited to”; and

a reference to an enactment includes any amendment or replacement of it and every regulation made under it.

The Lot

The Resident shall take the Lot in its current state, having inspected the Lot and being satisfied with its condition.

Term

This Agreement shall be in effect for the entirety of the time that the Resident holds the Lot.

Use of the Lands

The Resident shall use the Lot and conduct themselves on We Wai Kai Lands in accordance with all federal, provincial and WWKN laws, regulations and by-laws in effect from time to time, solely for purposes of construction of and residence in a single-family residential home on the Lot.

Covenants of the Resident

The Resident undertakes that they shall:

at all times abide by all federal, provincial, municipal and WWKN laws and bylaws;

respect and carry out any and all of their obligations under this Agreement;

ensure that construction of the house on the Lot is completed in accordance with the BC Building Code, and to the standards of all applicable reasonably competent construction professionals and to all applicable federal, provincial and WWKN laws, by-laws, regulations, standards and policies, including the Housing Policy;

at all times keep any house and other structures on the Lot in a neat and tidy and well-kept condition;

at all times maintain the yard and the landscaping on the Lot in a neat and tidy and well-kept condition.

5.2 The Resident covenants and agrees that they shall not

cause, permit or suffer any unusual or objectionable noises to emanate from the Lot;
cause, permit or suffer any unusual or objectionable odours to emanate from the Lot
do anything that may injure or adversely affect the properties adjacent to the Lot or the residents of those properties;
without limiting paragraphs (b) or (c),
keep any unlicensed vehicles on the Lot or on WWKN Lands,
conduct or permit any open burning on the Lot,
allow the Lot to become or remain unsightly, or
permit water, rubbish, discarded materials, appliances or other refuse, or noxious, offensive or unwholesome matter to collect or accumulate on or around the Lot.

Covenants of the WWKN

The WWKN acknowledges that the Resident intends to construct a house on the Lot and the WWKN covenants with the Resident that the WWKN is not aware of any restriction upon the use of the Lot that would prevent such construction or use of the Lot for residential purposes.

The WWKN covenants that the Lands are adequately served by all necessary basic utilities and services, including without limitation, electrical, telephone, water, storm and sanitary sewage system (the "Services").

Resident Insurance

The Resident undertakes to insure and keep in full force and effect during the Term all policies of insurance that a reasonably prudent Lot holder or homeowner would keep in respect of the Lot and the Resident's activities on the Lot from time to time.

Upon request, the Resident shall provide the WWKN with a certificate from its insurers attesting that the Resident's insurance policies mentioned in this article are in effect.

Services

The Resident shall be responsible for:

the lawful connection of all Services to the lot and to any house located on the Lot; and
payment of all fees and charges associated with the connection and use of Services directly to the service providers.

Transfer and Lease

In the event the Resident wishes to transfer the Lot to another Citizen, or to lease the Lot and any house located on the Lot to another person, it shall be a condition of the transfer or the lease that the

transferee or the lessee, as applicable, shall agree to the terms and conditions at article 5.0 of this Agreement.

Default

If default is made by the Resident in any of the covenants of the Resident in this Agreement, and providing notice of default or delinquency stating particulars has been sent by the WWKN to the Resident and the default has not been corrected or cured by the Resident within thirty (30) days after the giving of such notice, then...

The resident shall be subject to a fine as per a fine schedule established by Chief and Council; or

WWKN shall commence foreclosure proceedings in respect to the affected property as per Section 19.0 of the We Wai Kai Nation Housing Policy

Notice

Any notice, demand, request or other instrument which may be or is required to be given under this Agreement shall be in writing and shall be delivered in person, transmitted by e-mail or sent by registered mail (postage prepaid), address as follows:

- (a) If to the WWKN, at: *We Wai Kai Nation*
690 Headstart Crescent,
Campbell River, BC V9H 1P9
Email: housing@wewaikai.com
Attention: Housing Coordinator

Or at such other address or e-mail address as the WWKN shall designate by written notice and;

- (b) If to the Resident, at: _____

Or at such other address or e-mail address as the Resident shall designate by written notice.

Any such notice, demand, request or other instrument shall be deemed to have been received on the day following the date of transmission if sent by e-mail; or, if mailed, then on the fifth business day following the date of mailing.

General Provisions

If any section or part of a section contained in this Agreement is judicially held to be invalid or unenforceable, the remainder of this Agreement shall be interpreted as if such section or part of a section had not been included.

Wherever the words herein, herein before, hereunder, hereof, hereby and similar expressions are used, they refer to this Agreement as a whole and not any particular article, paragraph, sub-paragraph or other portion hereof, unless the context otherwise clearly requires.

Masculine pronouns shall be construed as feminine or neuter pronouns (and vice versa), and singular pronouns and verbs shall be construed as plural (and vice versa) in any place herein in which the context may so require.

Each and every provision of this Agreement shall bind and ensure the benefit of the heirs, executors, administrators, successor and assignees of the respective parties hereto.

Time is of the essence of this Agreement and all the provisions hereof.

The Parties agree that this Agreement, together with the Housing Policy, constitutes their entire agreement and rescinds any agreement, promises, discussions having taken place prior to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement at _____, British Columbia as of the date first written above.

We Wai Kai Nation

Name and title:

Witness name:

Resident(s)

Name:

Witness name:

Schedule C. We Wai Kai Nation - Renovation Application Template
(Confidential Application)

We Wai Kai Applicant(s) – Citizen Name(s): _____

We Wai Kai Citizen Registry Number: _____

Property Address: _____

Date of Last Renovation Funding Received: _____

A renovation grant may be granted to a Citizen for the sole purpose of repairing or renovating a house owned by the Citizen, subject to the We Wai Kai Housing Policy. Renovation grants shall be distributed based on the following priorities:

1. all urgent health, safety and structural concerns shall be a priority; and
2. applications made by Elders shall be a priority

The following are not eligible for a renovation grant:

1. Lot servicing and hook-ups for road access, water, sewer, septic and electrical services; and
2. cosmetic repairs such as interior flooring, molding, fixtures and painting, and other non-structural items, except for such cosmetic repairs that are required in the course of approved renovations, such as mold remediation work.

☐

Please confirm that the applicant is the owner and current occupant of the house for which the renovation grant is intended (Write initials in Box)

☐

The subject house is within the boundaries of the lot that is assigned to the applicant, in accordance with the lot survey (Write initials in Box)

☐

The applicant has not received a renovation grant in respect of the same house within the previous ten (10) years, and has resided in the house for at least five (5) years

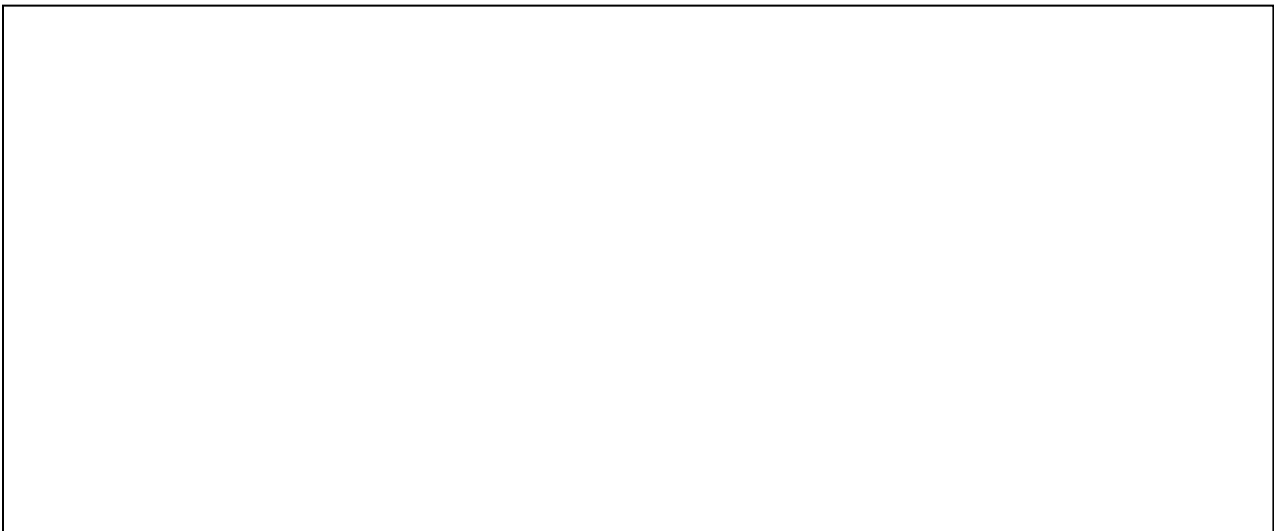
Please describe your renovation plans. Include a brief description of your plan, such as:

- Area of home to be renovated (room)
- Type of renovation (plumbing, electrical, specific room renovation, doors, doors, windows, stairs, insulation, drywall, HVAC, water damage, septic, etc.)
- Estimated Renovation Timeframe
- Other relevant information

Please attach additional information to support application.



Please describe how the renovation grant shall be used for needed structural and BC Building Code compliant upgrades that will extend the life of the house for at least an additional fifteen (15) years.



Do you have inspection report from a qualified home inspector?

☐

Yes

☐

No

Please attach Inspection Report to application

Please describe three quote(s) from qualified contractors, including material and labour costs.

Please attach any existing quotes

☐

The applicant confirms that the renovation grant shall not to be used for the purposes of economic gain by the applicant or any other person. (Initial box).

☐

In the event that renovation grant funds are not used by a renovation grant recipient in accordance with this Housing Policy, the recipient shall repay to We Wai Kai Nation the amount of the renovation grant and associated costs. (Initial box)

☐

The applicant has signed Declaration of Understanding – Schedule E to the Housing Policy and attached to the application.

For Internal Use:

Renovation Application Number:

Date Received:

Schedule D. We Wai Kai Nation – Housing Appeals Application Template
(Confidential Application)

We Wai Kai Citizen(s)/ Applicant(s) Full Name(s)	
Address of Citizen/ Applicant	
Telephone	
Email	
Date of decision being appealed	
Description of the nature of the decision being appealed	

Reason for appeal	
Remedial action sought by the Citizen	

Note: Grounds for Appeal

As Per Section 4 of the We Wai Kai Housing Policy pertaining to Appeals, a decision may be appealed on any of the following grounds.

Please confirm which of the eligible ground(s) for appeal, your application is based on. Please check all that apply:

- ☐ There was an error of fact
- ☐ Where a Citizen questions the decision as unfair, unjust, or unreasonable

Additional Information

Please note any additional information to support the appeal below or provide attachments to this form with your submission.

Supporting Documentation

Please list any supporting documentation here and attach documentation to the submission.

Important: As noted in section 4.2 of the We Wai Kai Housing Policy, appeals are to be initiated by the Citizen or applicant within 30 days of being notified of the decisions that are being appealed.

Delivery of the Notice to Appeal

I/we have delivered this notice to We Wai Kai Nation (please check one):

- ☐ In person (to the Housing Department and/or Housing Coordinator)
- ☐ Registered mail
- ☐ Email

Delivery Date: _____

Signature _____

For Internal Use:

Appeal Application Number:

Date Received:

Note: A copy of the We Wai Kai Housing Policy on which the housing decision was based is available from the We Wai Kai Housing Department or Housing Coordinator.

For Information - Appeal Process – as per We Wai Kai Housing Policy

Time shall be considered critical to the fair disposition of inquiries or appeals.

Appeals are to be initiated by the Citizen or applicant within 30 days of being notified of the decisions that are being appealed.

- 1) A written appeal must be filed with the Housing Coordinator and shall include:
 - i) the full name and address of the person filing the appeal,
 - ii) the reasons for the appeal,
 - iii) any supporting documentation, and
 - iv) any further information the person filing the appeal determines is relevant to the matter.
- 2) For any appeal, the Citizen shall initiate a preliminary inquiry into the issue by meeting directly with the Housing Coordinator to attempt to resolve the matter.
- 3) Where the matter remains unresolved, within 21 working days of the first meeting, a second meeting shall take place between the Citizen, the Housing Coordinator and the Housing Committee.
- 4) If the matter is unresolved within 21 working days of the second meeting, the Citizen may submit a Notice of Appeal to the Chief & Council. The Notice of Appeal shall be in writing and shall contain the Citizen's name and address and shall state in general terms the nature of the decision, reasons for the appeal, and the remedial action sought by the Citizen.
- 5) The Housing Coordinator and/or Housing Committee shall provide the rationale for the decision, including how it complies with the Housing Policy, in writing to the Chief and Council within 21 working days.
- 6) The Chief and Council will determine, at their next regularly scheduled meeting, on the basis of the evidence presented to it, whether the initial decision-maker acted or decided the matter in an unfair, unreasonable or unjust way.
- 7) After reviewing appeal, the Chief and Council shall deliberate in a closed session and shall reach a decision.
- 8) Within 5 working days of the decision the Chief and Council shall provide written reasons for its decision to the Citizen.

There shall be no right of appeal of a decision made by Chief and Council pursuant to this Housing Policy.

Schedule E Declaration of Understanding

I, _____ (print name), have reviewed this Housing Policy in detail, I understand it, and I agree to abide by its terms and conditions.

I understand that it is a condition of the acceptance of my application for a _____ [insert grant or program] that I will abide by the terms and conditions of this Housing Policy and that I am a Member in Good Standing, as defined in Section 2 of this policy.

I understand that this Housing Policy may be revised or replaced from time to time, in which case I may be asked to sign a new Declaration of Understanding.

I acknowledge that I have received a copy of this entire Housing Policy document. I understand and acknowledge that if I breach the terms or conditions of this Housing Policy, I may be subject to legal action, costs, penalties and interest, and to fines in accordance with the Housing Policy and We Wai Kai Nation Law.

Signed this _____ day of _____, 20__

Signature