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# WE WAI KAI NATION HOUSING POLICY

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## PART I – PURPOSE AND INTERPRETATION

### 1.0 Title

1.1 This Policy may be cited as the *We Wai Kai Nation Housing Policy*.

### 2.0 Purpose

2.2 The general objective and purpose of this Housing Policy shall be to establish the policy, procedure and criteria for Lot assignments on We Wai Kai Lands, to regulate the construction and purchase of residences to be situated on approved Lots within We Wai Kai Lands, and to set out the criteria and procedures for obtaining ISC grants, housing grants, Ministerial Loan Guarantees and renovation grants.

### 3.0 Interpretation

3.1 In this Housing Policy, the following definitions apply:

“Approved lender” means a financial institution approved by CMHC and the WWKN;

“Building Code” means the BC Building Code and the BC Plumbing Code, established under section 3 of the *Building Act*, S.B.C. 2015, c. 2, and the BC Fire Code, established under section 47 of the *Fire Services Act*, R.S.B.C. 1996, c. 144, as amended or replaced from time to time;

“CMHC” means the Canada Mortgage and Housing Corporation;

“Citizen” means a person registered on the Citizenship Roll in accordance with the We Wai Kai Nation Citizenship Code;

“Construction fee” means the fee required to be paid to the WWKN prior to issuance of a Lot assignment, in accordance with article 9.0;

“Council” means the governing body of We Wai Kai Nation lawfully elected under the Election Code;

“House” or “residence” means any dwelling or building constructed for the purpose of residing within as approved by regulatory agencies and the Band Council;

“Housing Coordinator” means the WWKN housing coordinator as designated by the Chief Administrative Officer for WWKN on behalf of Council from time to time;

“housing grant” means those funds that from time to time are available to assist with the purchase or construction of a House;

“Housing Contract” means a contract in the form attached at Schedule “A”;

“Housing Policy” means this We Wai Kai Nation Housing Policy;

“ISC” means Indigenous Services Canada, as applicable;

“ISC Grant” means a grant made available to a Citizen in accordance with article 8.0;

“Land Code” means the We Wai Kai Nation Land Code, August 1, 2008;

“Lot” means any portion of We Wai Kai Lands that is set aside for residential purposes;

“Lot assignment” means the designation by the Council of a Lot for the purpose of constructing or purchasing (placement) of a house to be held by the applicant as a traditional holding pending the enactment of a We Wai Kai Nation Law regarding Rights of Occupancy, or a Right of Occupancy, as applicable;

"Manufactured home" means a structure that is not ordinarily equipped with wheels, that is

- (a) designed, constructed or manufactured to be moved from one place to another by being towed or carried, and
- (b) used or intended to be used as permanent living accommodation;

“Ministerial Loan Guarantee” or “MLG” means a guarantee issued by ISC, on behalf of the WWKN, guaranteeing the repayment of monies owed to an approved lender;

“Resident” means a Citizen who resides on We Wai Kai Lands;

“Renovation grant” means a grant made available to a Citizen for house repair or renovation purposes under the terms and conditions set out in Part VII;

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

- (a) Village Bay Indian Reserve # 7,

- (b) Open Bay Indian Reserve # 8,
- (c) Drew Harbour Indian Reserve # 9,
- (d) Cape Mudge Indian Reserve # 10,
- (e) Quinsam Indian Reserve # 12, and
- (f) 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

“We Wai Kai Nation” or “WWKN” means the body of people who comprise the entity also known as the Cape Mudge Indian Band under the *Indian Act*, R.S.C 1985, C I-5, and for whose use and benefit in common We Wai Kai Lands have been set apart by Her Majesty the Queen.

- 3.2 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.
- 3.3 Except as otherwise provided, words and expressions used in this Housing Policy have the same meaning as in the Land Code.
- 3.4 In the event of a conflict between this Housing Policy and the Land Code, the Land Code shall prevail.

## **PART II – HOUSING COORDINATOR AND HOUSING COMMITTEE**

### **4.0 Housing Coordinator**

- 4.1 The Housing Coordinator shall manage the day-to-day administration of this Housing Policy, including:
- (a) receiving and reviewing applications and fees in accordance with this Housing Policy;

- (b) providing assistance to applicants and to Council as necessary;
  - (c) determining eligibility of applicants for Lot assignments, funding, grants and programs in accordance with this Housing Policy;
  - (d) referring matters and forwarding appeals to the Housing Committee; and
  - (e) such other duties and responsibilities as set out in this Housing Policy.
- 4.2 The Housing Coordinator shall maintain a file in relation to each application, loan, grant, MLG and appeal submitted to or processed by the Housing Coordinator, which shall be retained in accordance with any file retention policies of the WWKN.
- 4.3 The Housing Coordinator may require such information from a Citizen as reasonably necessary to determine if they are complying with the terms and conditions of this Housing Policy at any time.
- 4.4 A Citizen may appeal a decision or determination of the Housing Coordinator made pursuant to this Housing Policy to the Housing Committee, in accordance with the appeal provisions at Part VIII.
- 4.5 The Housing Coordinator may refer a matter to the Housing Committee where the Housing Coordinator is unable to make a determination regarding a matter in accordance with this Housing Policy, and the Housing Committee shall consider the matter and make a determination in accordance with this Housing Policy, within 30 days of receipt of the referral from the Housing Coordinator, where possible.

## **5.0 Housing Committee**

- 5.1 The Council shall, by resolution, appoint members of a Housing Committee consisting of five Citizens, including:
- (a) a staff member of WWKN; and
  - (b) at least two (2) members of Council.
- 5.2 The Housing Committee shall:
- (a) hear and determine appeals from the decisions of the Housing Coordinator;
  - (b) evaluate and make determinations on those matters referred to the Housing Committee by the Housing Coordinator in accordance with section 4.5;

- (c) evaluate and make determinations with respect to the placement of manufactured homes on We Wai Kai Lands, in accordance with section 15.4;
  - (d) establish policies and procedures for the operation of the Housing Committee and the carrying out of its duties that are not inconsistent with this Housing Policy or any WWKN Law;
  - (e) consider and make recommendations to Council with respect to this Housing Policy and WWKN Laws in respect of WWKN residential areas and housing; and
  - (f) carry out such other duties and responsibilities as may be assigned to the Housing Committee by Council or in accordance with any WWKN Law.
- 5.3 Each member of the Housing Committee, before commencing their duties, shall take and subscribe to the Oath of Office in the form attached as Schedule “B” before a Commissioner for taking oaths.
- 5.4 At the first meeting of the Housing Committee, and upon any vacancy of the chairperson or alternate chairperson, the Committee shall select from among its members a chairperson for the term of their appointment and an alternate chairperson to act in the absence of the chairperson.
- 5.5 The chairperson shall be responsible for organizing, calling and presiding at all meetings of the Housing Committee and for ensuring that:
- (a) minutes of all proceedings are recorded and distributed to members of the Housing Committee; and
  - (b) minutes and any further appropriate records of proceedings are kept and filed according to WWKN administration office standards and procedures.
- 5.6 The Housing Committee shall meet at such times as necessary to carry out its responsibilities under this Housing Policy.
- 5.7 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.
- 5.8 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:
- (a) shall specify the place, day and time of the meeting or hearing; and

- (b) may be given to a member either personally, by telephone or e-mail at the number or e-mail address provided by the member.
- 5.9 The quorum for a meeting or hearing shall be three members of the Housing Committee, including the chairperson.
- 5.10 All matters before the Housing Committee for a decision require a quorum and shall be decided by a majority vote of members present.
- 5.11 All voting shall be by a show of hands indicating a “yes” or a “no” vote, and no member may abstain from voting.
- 5.12 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:
  - (a) is public;
  - (b) is information that the Housing Committee, by vote of members at a duly constituted meeting, decides to release;
  - (c) is required to be released under this Housing Policy; or
  - (d) is required to be released or addressed by law, in court proceedings or pursuant to a court order.

## **6.0 Housing Committee – Conflict of Interest**

- 6.1 A conflict of interest arises in any situation where a member of the Housing Committee or a person in their immediate family has a personal or business interest in the matter under consideration.
- 6.2 A member of the Housing Committee who has a conflict of interest shall, as soon as possible, disclose the nature and extent of their conflict to the chairperson.
- 6.3 Where a conflict of interest exists, the Housing Committee member affected shall not participate in or attend the meeting while the matter is being considered and shall not:
  - (a) be counted in the quorum; or
  - (b) vote on the matter under consideration.
- 6.4 Where a party to a matter before the Housing Committee or a member of the Housing Committee believes that a conflict of interest exists and the member



with the conflict of interest has not declared the conflict, the party or other member of the Housing Committee may make an application to the remaining members of the Housing Committee for a ruling as to whether a conflict of interest exists.

- 6.5 If the conflict of interest first becomes apparent at a hearing, the person in conflict shall declare the conflict at that time and if this results in a loss of quorum, the hearing shall be adjourned until a quorum can be obtained.
- 6.6 In the event that a quorum of the Housing Committee cannot be established because of conflicts of interest, the matter shall be adjourned to such future meeting of the Housing Committee where a quorum can be established.
- 6.7 The members of the Housing Committee affected under section 6.6 shall disclose to the Housing Coordinator the circumstances preventing them from participating in the decision.
- 6.8 If a quorum of the Housing Committee can never be established because of conflicts of interest, the Housing Coordinator shall appoint an independent arbitrator who is a member of the Arbitrators Association of British Columbia to consider the matter for decision by the Housing Committee.
- 6.9 The decision of the arbitrator appointed under section 6.8 shall have the same effect as a decision of the Housing Committee as if no conflict of interest had existed.

## **7.0 Housing Committee – Term and Vacancies**

- 7.1 Each member of the Housing Committee shall be appointed for a term on the following conditions:
  - (a) members of the Housing Committee who are not members of Council shall be appointed for a three (3) year term and may be re-appointed; and
  - (b) members of the Housing Committee who are members of Council member shall be appointed for a term that does not exceed their remaining term of office and they may be re-appointed if they are elected to a future Council.
- 7.2 A member of the Housing Committee shall continue to hold office for the duration of their term, subject to section 7.3.
- 7.3 A position on the Housing Committee becomes vacant where:
  - (a) a member's term expires and they are not re-appointed;

- (b) a member dies;
  - (c) a member resigns by sending notice in writing to Council;
  - (d) a member is convicted of an indictable offence in Canada or a felony in the United States; or
  - (e) a member fails or refuses to sign the Oath of Office within 30 days of their appointment.
- 7.4 Where a vacancy on the Housing Committee occurs, a replacement member shall be appointed by resolution of Council within 60 days to fulfill the term of the original appointment.
- 7.5 A vacancy in the membership of the Housing Committee shall not impair the right of the remainder of the Housing Committee to act, provided a quorum remains.

### **PART III - RESIDENTIAL LOT ASSIGNMENT**

#### **8.0 Application Procedure and Requirements – Vacant Lots**

- 8.1 All residential Lot assignments on We Wai Kai Lands shall be made in accordance with this Housing Policy.
- 8.2 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.
- 8.3 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.
- 8.4 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 8.7.
- 8.5 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.
- 8.6 A vacant Lot assignment shall only be available to Citizens who:
- (a) are 19 years of age or older;
  - (b) do not have monies owing to WWKN, or are not in arrears of any payments due to WWKN;

- (c) do not already hold a residential Lot on We Wai Kai Lands, unless
  - (i) the Lot was received by a will or upon intestacy, or where the Citizen holds the Right of Occupancy only as a Trustee, or
  - (ii) the Citizen holds the additional Lot for the purpose of building a house on We Wai Kai Lands subject to the Lot assignment and that within twelve (12) months of the Citizen acquiring the additional Lot they transfer one of the Lots to another Citizen or to We Wai Kai Nation;
- (d) if constructing a new house, are prepared to commence construction of a new house within 6 (six) months of receiving the Lot assignment.

8.7 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 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) building plans that
  - (i) demonstrate compliance with provincial and federal building standards, and
  - (ii) demonstrate the house to be constructed does not exceed total lot coverage of 40%;
- (d) names and contact information of the contractor who will construct the house;
- (e) a construction schedule prepared by the contractor to show construction start and end dates that demonstrate that the construction will commence within one year of the Lot assignment;
- (f) a signed Declaration of Understanding, attached at Schedule "C";
- (g) a signed Housing Contract with the We Wai Kai Nation; and
- (h) any additional information or documentation as deemed necessary by the Housing Coordinator to ensure that the applicant shall comply with this Housing Policy.

**8.8 All lots are allocated on “as is” basis – trees, vegetation, debris, etc., may be present. It is the responsibility of the individual to cover any costs associated with any additional clearing of the lot.**

**The Band will not be responsible for any subsequent issue or costs arising from the prep after the Bands initial development.**

#### **9.0 Assignment of Vacant Lots**

9.1 Assignment of vacant Lots shall be made by the Housing Coordinator on a first come, first served basis, based on the time the construction fee is received by the Housing Coordinator in accordance with section 9.3.

9.2 Upon receipt of a fully completed application from an applicant that is in compliance with the requirements, terms and conditions set out in article 8.0, the Housing Coordinator shall notify the applicant of their eligibility to receive a vacant Lot assignment.

9.3 Upon notification of eligibility for a vacant Lot assignment in accordance with section 9.2, the applicant shall provide a \$2500 refundable construction fee to the Housing Coordinator.

9.4 Upon receipt of the construction fee in accordance with section 9.3, the applicant and the Housing Coordinator shall determine which available Lot shall be assigned to the applicant and record the Lot assignment in the We Wai Kai Nation Lands Register.

#### **10.0 Registration of Lot Transfers**

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

- (a) 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
- (b) provide the Housing Coordinator with an opportunity to perform a house inspection or provide the Housing Coordinator with a copy of a home inspection report recently completed by a qualified home inspector, as directed by the Housing Coordinator.

10.2 Upon satisfaction of the conditions at section 10.1, the applicable lands transfer forms shall be issued by the WWKN Lands Department to the parties to the transfer, and the We Wai Kai Nation Lands Department shall register the transfer once the following are received

- (a) a copy of the signed purchase agreement;
- (b) completed and notarized lands transfer forms as required by the We Wai Kai Lands Department;
- (c) any applicable fees; and
- (d) any additional information or documents as required by the Director of Lands and Natural Resources in order to complete registration of the transfer.

#### **11.0 Right of Occupancy Law**

11.5 Upon the enactment of a We Wai Kai Nation Law that establishes the policy, procedure and criteria for the granting of a Right of Occupancy and the adoption of a clearance certificate policy pursuant to article 10 of the Land Code, an occupancy certificate may be granted to each holder of a Lot assignment pursuant to this Housing Policy, provided:

- (a) the Lot holder is in compliance with this Housing Policy;
- (b) the Lot holder is eligible for a Right of Occupancy in accordance with a Law that establishes the policy, procedure and criteria for the granting of a Right of Occupancy; and
- (c) the Lot holder obtains a clearance certificate in accordance with a clearance certificate law or policy adopted by Council.

### **PART IV – FUNDING FOR PURCHASE OR CONSTRUCTION OF A HOUSE**

#### **12.0 Available Funds**

12.1 The funding available pursuant to this Part shall be comprised of those monies that are received or made available from time to time to the WWKN from ISC, or otherwise held by the WWKN, and are provided or held for the purpose of assisting Citizens in obtaining housing on We Wai Kai Lands.

12.2 Subject to section 12.3, all funds intended to assist Citizens to obtain a residence on We Wai Kai Lands made available to the WWKN shall be distributed in accordance with this Housing Policy and shall be subject to this Housing Policy and to federal laws, policies, rules and regulations in force from time to time.

12.3 Notwithstanding section 12.2, in the event that We Wai Kai Nation accepts funding from ISC for the purpose of assisting Citizens to obtain housing 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 ISC shall prevail to the extent necessary to avoid a conflict with this Housing Policy.

### **13.0 ISC Grants for Purchase or Construction of a House**

13.1 ISC Grant applications shall be made by the Housing Coordinator to ISC on behalf of eligible Citizens on a first come, first served basis, upon satisfaction of the following conditions.

- (a) The ISC grant applicant is eligible for the ISC Grant, in accordance with the terms, conditions and criteria set by ISC from time to time;
- (b) the ISC grant applicant has obtained or is obtaining a Lot assignment in accordance with this Housing Policy;
- (c) the ISC grant applicant holds or will hold only one Lot assignment on We Wai Kai Lands, subject to paragraph 8.6(c);
- (d) there are sufficient ISC Grant funds available to provide the ISC Grant to the applicant;
- (e) the ISC grant applicant has completed and submitted to the Housing Coordinator the forms required by the Housing Coordinator and by ISC to apply for the Grant from time to time;
- (f) the ISC grant applicant has provided sufficient information to satisfy the Housing Coordinator that the ISC Grant shall be used solely for the purchase or construction of a residence in which the applicant shall reside;
- (g) the ISC grant applicant has provided such financial information and documents as required by the Housing Coordinator to determine eligibility and to distribute funding;
- (h) in the case of an existing house purchase, the application is accompanied by a signed purchase agreement and a comprehensive home inspection report completed by a qualified home inspector, including photographs, provided, however, that at times when ISC has not made any funds available for existing house purchases, the Housing Coordinator shall not be required to forward the applicant's ISC Grant application to ISC; and
- (i) the ISC grant applicant has agreed to and signed the Declaration of Understanding attached at Schedule "C".

13.2 The ISC Grant shall not be used as "owner equity" when applying for a loan or MLG.

13.3 Upon receipt of an ISC Grant application from the Housing Coordinator, ISC may, at the sole discretion of ISC, provide ISC Grant funds to WWKN for distribution to successful ISC grant applicants, as directed by ISC.

- 13.4 Upon receipt of ISC Grant funds from ISC, and satisfaction of the conditions at section 13.1, We Wai Kai Nation shall distribute an ISC Grant to each successful ISC grant applicant upon 100% completion of housing project or to another person as directed by the ISC grant applicant. Or if the applicant has a mortgage than the grant shall be applied towards the mortgage.
- 13.5 All applicants who obtain an ISC Grant shall reside within the subject house for a period of at least five (5) consecutive years following receipt of the ISC Grant.
- 13.6 If a recipient of an ISC Grant ceases to reside within the house for a period of more than three (3) consecutive months during the first five (5) years after they receive the ISC Grant,
- (a) the ISC Grant recipient shall repay the ISC Grant to WWKN in full; and
  - (b) any ISC Grant repaid to the WWKN in accordance with paragraph (a) shall be retained in a Housing Reserve fund established by We Wai Kai Administration
- 13.7 In the event that an ISC Grant is not used in accordance with this Housing Policy, the WWKN shall take all steps necessary to recover the amount of the ISC Grant plus associated costs.

#### **14.0 Other Funding**

- 14.1 In the event that other grant or funding money is provided or becomes available to WWKN to distribute to Citizens for the purchase or construction of a house, WWKN may distribute such grant or funding in accordance with the rules of the program from which the funding comes, in accordance with this Housing Policy, and as determined by Council from time to time.

### **PART V – CONSTRUCTION AND BUILDING STANDARDS**

#### **15.0 Building Requirements**

- 15.1 All new residences and all renovations to existing residences on We Wai Kai Lands shall be constructed and completed in accordance with the Building Code.
- 15.2 Every resident shall comply with the Building Code and building inspection requirements as required by WWKN Law and as directed by the Council from time to time.

- 15.3 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.
- 15.4 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.
- 15.5 A manufactured home shall only be permitted on a Lot pursuant to Housing Committee Approval, in accordance with the following process:
- (a) 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:
    - (i) 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,
    - (ii) 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 WWKN, provincial and national laws, policies and standards,
    - (iii) detailed photographs or images of the proposed manufactured home; and
    - (iv) any further information required by the Housing Coordinator;
  - (b) the Housing Coordinator shall forward all completed applications to place a manufactured home on We Wai Kai Lands to the Housing Committee for consideration;
  - (c) 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:
    - (i) whether the manufactured home is constructed with all current provincial and national standards,



- (ii) whether the plans submitted show the location, foundation or anchored footings, and utility hook-ups are in accordance with WWKN, provincial and national standards and conventions, and
    - (iii) whether the appearance of the manufactured home will be in keeping with the character of the houses in the surrounding neighborhood;
    - (iv) 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.
  - (d) the Housing Committee shall communicate its decision in writing to the Housing Coordinator, who shall forward the written decision to the applicant.
- 15.6 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.

## **PART VI – MINISTERIAL LOAN GUARANTEES**

### **16.0 General - Ministerial Loan Guarantee Program**

- 16.1 An MLG assists First Nations in accessing loans for on-reserve housing. An MLG is collateral for a loan, which provides security for the lender. If a Citizen defaults on a loan, the Minister has guaranteed that the lender will not lose money. The WWKN, through a Ministerial Loan Guarantee, must guarantee all mortgages provided to Citizens by approved lenders.
- 16.2 Ministerial Loan Guarantee approval is subject to the We Wai Kai Nation's financial position at the time of the application, and We Wai Kai Nation must meet all requirements of INAC before an MLG is approved.
- 16.3 An MLG may be required whenever financing is requested from an approved lender for the construction, acquisition or renovation of a house on We Wai Kai Lands for individual homeownership.
- 16.4 The amount of an MLG shall be determined on a case by case basis, and based in part on current building costs.
- 16.5 An MLG closes when a loan has been paid in full or where a loan is called due to loan default and default proceedings have been concluded.

16.6 Ministerial Loan Guarantees are subject to the laws, policies and rules in effect with respect to the MLG program in force from time to time, which shall take precedence over this Housing Policy in the event of a conflict.

**17.0 Ministerial Loan Guarantee for Purchase or Construction of a House**

17.1 In order to be eligible for a Ministerial Loan Guarantee for the construction or purchase of a house, an applicant for an MLG must satisfy the following conditions:

- (a) the applicant has submitted an application for an MLG in the form required by ISC and by the Housing Coordinator from time to time;
- (b) the applicant has satisfied all terms, conditions and requirements in article 8.0 and has received a Lot assignment;
- (c) the applicant does not have an existing Ministerial Loan Guarantee;
- (d) the applicant is up to date with all payments with respect to all other loans and fees due to the WWKN and does not owe any monies to the WWKN;
- (e) the applicant demonstrates that the applicant has sufficient funds to complete construction or purchase of a house, or will have sufficient funds to complete construction upon receipt of the MLG;
- (f) the applicant qualifies for the loan from an approved lender without using the ISC Grant as “owner equity”;
- (g) the applicant provides such financial information as required by the Housing Coordinator to consider or assist with the approval or submission of the application, or to ensure that an MLG may be obtained for the applicant’s loan; and
- (j) each applicant has agreed to and signed the Declaration of Understanding attached at Schedule “C”, and entered into a Housing Contract with the WWKN.

17.2 Upon pre-approval of an applicant’s loan by an approved lender and satisfaction of the conditions at section 17.1, the Housing Coordinator shall submit the applicant’s MLG application package to Council for approval by resolution.

17.3 Upon receipt of approval by resolution of Council following submission of a package in accordance with section 17.2, the Housing Coordinator shall submit the applicant’s MLG application to ISC.

- 17.4 Upon receipt of a letter of confirmation or approval of an MLG by ISC, the Housing Coordinator shall notify the MLG applicant and forward ISC's letter of confirmation or approval to the applicant's approved lender.
- 17.3 Upon being approved for an MLG, the applicant shall obtain a comprehensive insurance policy, including construction insurance for the course of construction of the house, followed by comprehensive home insurance, and shall assign the proceeds of the insurance to the approved lender in the amount of the MLG.
- 17.4 Each resident who has an MLG shall maintain their home insurance and provide an updated copy of the insurance policy to the Housing Coordinator each year until the Ministerial Loan Guarantee has been extinguished.

#### **18.0 Ministerial Loan Guarantee for Major Renovation and Repairs**

- 18.1 A Ministerial Loan Guarantee may be granted to a Citizen for the sole purpose of obtaining a loan for repairing a house owned by the Citizen, upon satisfaction of the following conditions:
- (a) the applicant has submitted an application for an MLG in the form required by ISC and by the Housing Coordinator from time to time and has provided any required information and documentation;
  - (b) the applicant for the MLG is the holder and current occupant of the subject house;
  - (b) the applicant is up to date with all payments with respect to all other loans, utilities and other fees due to the WWKN and does not owe any monies to the WWKN;
  - (d) the subject house is within the boundaries of the Lot that is assigned to the applicant, in accordance with the Lot survey;
  - (e) the applicant provides such financial information as required by the Housing Coordinator to consider or assist with the approval or submission of the application, or to ensure that an MLG may be obtained for the applicant's loan; and
  - (f) each applicant has agreed to and signed the Declaration of Understanding attached at Schedule "C", and entered into a Housing Contract with the WWKN.
- 18.2 Upon pre-approval of an applicant's loan by an approved lender and satisfaction of the conditions at section 18.1, the Housing Coordinator shall submit the applicant's MLG application package to Council for approval by resolution.

- 18.3 Upon receipt of approval by resolution of Council following submission of a package in accordance with section 18.2, the Housing Coordinator shall submit the applicant's MLG application to ISC.
- 18.4 Upon receipt of a letter of confirmation or approval of an MLG by ISC, the Housing Coordinator shall notify the MLG applicant and forward ISC's letter of confirmation or approval to the applicant's approved lender.
- 18.5 Upon being approved for an MLG, the applicant shall immediately provide evidence of a comprehensive home insurance policy that is acceptable to the Housing Coordinator.
- 18.6 Each Citizen who obtains an MLG shall maintain their home insurance and provide an updated copy of insurance policy to the Housing Coordinator annually until the Ministerial Loan Guarantee has been extinguished.

## **19.0 Default**

- 19.1 Each recipient of an MLG shall comply with the terms of this Housing Policy and cooperate with all of the WWKN's reasonable requests in the event the recipient's loan is in default.
- 19.2 If the WWKN receives notice that an MLG recipient is in arrears or otherwise in default with respect to their loan, the WWKN 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 Chief Administrative Officer to make payment arrangements.
- 19.3 In the event that acceptable payment arrangements cannot be made and the lender demands payment in full, the WWKN shall provide written notice that the defaulting MLG recipient must, within thirty (30) days:
- (a) repay the loan in full plus any outstanding fees and interest; or
  - (b) vacate the premises,
- and the defaulting MLG recipient shall cooperate fully with the WWKN.
- 19.4 Immediately following the end of the thirty (30) day notice period provided in accordance with section 19.3, if the MLG recipient has not repaid the loan in accordance with section 19.3(a), the WWKN shall commence foreclosure proceedings in respect of the affected property.
- 19.5 In the event of default on a loan subject to an MLG, the WWKN shall take all steps necessary to recover the amount of the Ministerial Loan Guarantee plus

associated costs and the defaulting MLG recipient shall cooperate fully with the WWKN.

- 19.6 All remaining proceeds from a foreclosure or sale of a repossessed house shall be paid to the delinquent MLG recipient once all related expenses have been paid.
- 19.7 In the event of a default on a loan subject to an MLG, the recipient will not be eligible to apply for an MLG for a period of 6 years.

## **PART VII –RENOVATION GRANTS**

### **20.0 Renovation Grants**

- 20.1 The renovation grant funds available pursuant to this Part shall be comprised of those monies that are held by WWKN or received or made available from time to time to the WWKN 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.
- 20.2 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 WWKN, and by the funding priorities of WWKN, as determined by Council.
- 20.3 Subject to section 20.4, all renovation grant funds shall be distributed to Citizens in accordance with this Housing Policy and shall not exceed \$20,000 per application.
- 20.4 Notwithstanding sections 20.3 and 20.5, 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.
- 20.5 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 20.4 and to the following conditions:
  - (a) there are sufficient funds available for the WWKN to distribute the renovation grant, as determined by Council;

- (b) 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;
- (c) the applicant is a Citizen who is the owner and current occupant of the house for which the renovation grant is intended;
- (d) all amounts owing to the WWKN by the applicant, including all other loans, fees and utilities, are paid and up to date;
- (e) the subject house is within the boundaries of the Lot that is assigned to the applicant, in accordance with the Lot survey;
- (f) the renovation grant applicant discloses such financial information as may be required by the Housing Coordinator to determine eligibility and make any required applications;
- (g) 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;
- (h) 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;
- (i) the applicant demonstrates that the renovation grant shall be used for needed structural and Building Code compliant upgrades that will extend the life of the house for at least an additional fifteen (15) years;
- (j) 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;
- (k) 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;
- (l) 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;
- (m) the renovation grant applicant provides any further information the Housing Coordinator determines is necessary to consider the application; and
- (n) each renovation grant applicant has agreed to and signed the Declaration of Understanding attached at Schedule "C" and entered into a Housing Contract with the WWKN.

- 20.6 Renovation grants shall be distributed to applicants who meet the terms and conditions at section 20.5, subject to section 20.4, based on the following priorities:
- (a) all urgent health, safety and structural concerns shall be a priority; and
  - (b) applications made by Elders shall be a priority.
- 20.7 Notwithstanding section 20.5(h), 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:
- (a) the applicant meeting the criteria at section 20.5, except the requirement at paragraph 20.5(h);
  - (b) the scope of work;
  - (c) the estimated increase in asset life expectancy; and
  - (d) available funding.
- 20.8 The WWKN shall make all renovation grant payments directly to the contractor performing the work.
- 20.9 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 Building Code, and shall provide any inspection reports or other information required by the Housing Coordinator from time to time.
- 20.10 Without limiting section 20.9, each renovation grant recipient shall, upon completion of the renovation grant work and at the direction of the Housing Coordinator,
- (a) obtain an inspection of the work by the Housing Coordinator; or
  - (b) obtain a building inspection report by a building inspector with BOABC certification,
- which inspection or report shall demonstrate that the work was done in accordance with the Building Code and in accordance with this Housing Policy and any requirements of the Housing Coordinator.
- 20.11 In the event that the Housing Coordinator is not satisfied that the renovation grant work was completed in accordance with the Building Code, this Housing

Policy, or any requirements of the Housing Coordinator, the renovation grant recipient shall complete such additional work or remediation as required by the Housing Coordinator.

20.12 The following are not eligible for a renovation grant:

- (a) Lot servicing and hook-ups for road access, water, sewer, septic and electrical services; and
- (b) 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.

20.13 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 WWKN the amount of the renovation grant and associated costs, and WWKN shall take all steps necessary to recover the amount of the renovation grant plus associated costs.

## **PART VIII – APPEALS**

### **21.0 Appeal Process**

21.1 Not later than 30 days after the date of a decision or determination by the Housing Coordinator under this Housing Policy, any person whose application has been denied under this Housing Policy as a result of a decision or determination of the Housing Coordinator may appeal the decision or determination to the Housing Committee by filing a written appeal with the Housing Coordinator.

21.2 For clarity, there shall be no right of appeal pursuant to this article where an application is denied as a result of a decision or determination of Council, ISC or another federal or provincial government, granting program or agency.

21.2 A written appeal filed with the Housing Coordinator shall contain the following:

- (a) the full name and address of the person filing the appeal;
- (b) the reasons for the appeal;
- (d) any supporting documentation; and
- (e) any further information the person filing the appeal determines is relevant to the matter.



- 21.3 The Housing Coordinator shall review each filed appeal and determine whether the appeal contains all required information pursuant to section 21.2.
- 21.4 If the Housing Coordinator determines that appeal is incomplete, the Housing Coordinator may request and obtain further information from the person who submitted the appeal.
- 21.5 The Housing Coordinator shall retain the original copy of each filed appeal and supporting documents.
- 21.6 When the Housing Coordinator determines that a filed appeal is complete, the Housing Coordinator shall immediately provide copies of the appeal materials to the Housing Committee.
- 21.7 Within 30 days after the receipt of the appeal materials from the Housing Coordinator, the Housing Committee shall conduct a hearing with respect to the appeal, or if the Housing Committee is unable to conduct a hearing for reasons of conflict of interest pursuant to article 6.0, an arbitrator shall conduct the hearing.
- 21.8 At least 14 days prior to the date of the hearing, the Housing Coordinator shall arrange for written notice to the appellant, including the date, time and place of the hearing and that they have the right to appear at the hearing.
- 21.9 At the hearing, the Housing Committee or the arbitrator shall provide the appellant with an opportunity to present evidence and to make oral or written submissions in support of the appeal; and
- 21.10 In determining whether an appeal should be allowed, the Housing Committee or the arbitrator may take into consideration:
- (a) the reasons for the decision or order being appealed;
  - (c) submissions from the appellant and any other person; and
  - (d) such further and other information as may be determined to be relevant by the Housing Committee.
- 21.11 After considering the appeal, the Housing Committee or the arbitrator shall:
- (a) allow the appeal and make any decision or determination the Housing Coordinator could have made pursuant to this Housing Policy, or
  - (b) dismiss the appeal.

- 21.12 The Housing Committee or the arbitrator shall provide a copy of the written decision to the Housing Coordinator within 30 days of hearing an appeal.
- 21.13 Upon receipt of the decision under section 21.12, the Housing Coordinator shall provide a copy of the decision to the appellant at the appellant's address listed on the appeal filed in accordance with section 21.2.
- 21.16 The Housing Committee shall keep records of all proceedings under this article and shall provide copies of these records to the Housing Coordinator within 30 days of the hearing.
- 21.17 The Housing Coordinator shall maintain all records provided pursuant to this article.
- 21.18 Not later than 30 days after the date of a decision or determination by the Housing Committee under this Housing Policy, a person may appeal the decision or determination to Council by submitting a written notice of appeal to Council, including reasons for the appeal.
- 21.18 There shall be no right of appeal of a decision made by Council pursuant to this Housing Policy.

## **PART IX – GENERAL**

### **22.0 Amendment**

- 22.1 This Housing Policy may be amended by Council, on recommendation of the Housing Committee.
- 22.2 Any amendments to this Housing Policy shall be posted in the WWKN administration offices and available to Citizens within ten (10) days following approval by Council.

### **23.0 General**

- 23.1 No condoning, excusing or overlooking by WWKN of any default, breach or non-observance by a Citizen or by the WWKN at any time in respect of any term or condition contained in this Housing Policy will operate as a waiver of WWKN's rights set out in this Housing Policy in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the right of the WWKN in respect of any such continuing or subsequent default, breach or non-observance.

23.2 This Housing Policy is for the purposes set out at article 2.0, and does not extend to:

- (a) the protection of any person from economic loss;
- (b) the assumption by We Wai Kai Nation or the Housing Coordinator or the Housing Committee of responsibility for ensuring the compliance by any person with the requirements of this Policy or any applicable laws, codes, enactments or standards; or
- (c) to providing any person with any warranty of design or workmanship with respect to any work done in accordance with this Housing Policy or any inspection conducted by the Housing Coordinator.

**Schedule A**

**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**

**1.1 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:

- (g) Village Bay Indian Reserve # 7,
- (h) Open Bay Indian Reserve # 8,
- (i) Drew Harbour Indian Reserve # 9,
- (j) Cape Mudge Indian Reserve # 10,
- (k) Quinsam Indian Reserve # 12, and
- (l) 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:

- (f) words in the singular include the plural, and words in the plural include the singular;
- (g) if a word or expression is defined, other parts of speech and grammatical forms of the same word or expressions have corresponding meanings;
- (h) the expression “shall” is to be construed as imperative, and the expression “may” is to be construed as permissive;
- (i) unless the context indicates otherwise, “including” means “including, but not limited to”, and “includes” means “includes, but not limited to”; and
- (j) a reference to an enactment includes any amendment or replacement of it and every regulation made under it.

**2.0** The Lot

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

**3.0** Term

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

#### **4.0 Use of the Lands**

4.1 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.

#### **5.0 Covenants of the Resident**

5.1 The Resident undertakes that they shall:

- (a) at all times abide by all federal, provincial, municipal and WWKN laws and bylaws;
- (b) respect and carry out any and all of their obligations under this Agreement;
- (c) 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;
- (d) at all times keep any house and other structures on the Lot in a neat and tidy and well-kept condition;
- (e) 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

- (a) cause, permit or suffer any unusual or objectionable noises to emanate from the Lot;
- (b) cause, permit or suffer any unusual or objectionable odours to emanate from the Lot
- (c) do anything that may injure or adversely affect the properties adjacent to the Lot or the residents of those properties;
- (d) without limiting paragraphs (b) or (c),

- (i) keep any unlicensed vehicles on the Lot or on WWKN Lands,
- (ii) conduct or permit any open burning on the Lot,
- (iii) allow the Lot to become or remain unsightly, or
- (iv) permit water, rubbish, discarded materials, appliances or other refuse, or noxious, offensive or unwholesome matter to collect or accumulate on or around the Lot...

## **6.0** Covenants of the WWKN

6.1 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.

6.2 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").

## **7.0** Resident Insurance

7.1 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.

7.2 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.

## **8.0** Services

8.1 The Resident shall be responsible for:

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

## **9.0** Transfer and Lease

9.1 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.

**10.0** Default

10.2 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...

- (a) The resident shall be subject to a fine as per a fine schedule established by Chief and Council; or
- (b) WWKN shall commence foreclosure proceedings in respect to the affected property as per Section 19.0 of the We Wai Kai Nation Housing Policy

**11.0** Notice

11.1 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: Anthony Smith

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.



11.2 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.

**12.0 General Provisions**

12.1 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.

12.2 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.

12.3 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.

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

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

12.6 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 B**

**OATH OF OFFICE FOR HOUSING COMMITTEE MEMBERS**

I, \_\_\_\_\_, accept the appointment as Housing Committee member and agree to maintain confidentiality during my term.

In the capacity of Housing Committee, I will do my utmost to serve the residents of We Wai Kai First Nation with impartiality, integrity, and honesty.

In the performance of my duties, I will adhere to the provisions as outlined in the We Wai Kai Nation Housing Policy. Any violation of this Oath will render me liable for removal from the committee.

I solemnly swear that I will carry out my responsibilities honestly, conscientiously, and to the best of my abilities.

\_\_\_\_\_  
Commissioner for Oaths

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

**Schedule C**

**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.

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 WWKN Law.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature