

# Natoaganeg Housing Policy

EEL GROUND FIRST NATION

SEPTEMBER 5, 2019

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## 1. DEFINITIONS

“Band Housing Unit” means any self-contained dwelling unit locate on Eel Ground reserve lands as defined, with washroom and kitchen facilities and sleeping facilities and which is owned by the Eel Ground First Nation. A Band Housing Unit can include a section 10 housing unit, a Certificate of Possession (CP) housing unit, a Department of Veterans (DVA) Housing Unit that has been purchased by Eel Ground, or a private dwelling unit that has been purchased by Eel Ground. A Band housing unit can be a detached or semi-detached house, a mobile home, a row house or multi-unit residence, where each unit is counted separately;

“Band Member” means an individual who is registered under the Eel Ground First Nation membership list.

“Certificate of Possession” means a certificate, also known as a “CP”, which provides lawful individual possession of lands to a band member and provides evidence of the holder’s right to possess the lands contained therein.

“Chief and Council” means those individuals who have been elected to the positions of Eel Ground Chief and Council and currently hold such positions.

“Common-law” means a conjugal relationship between two individuals who have resided together in the same housing unit for a period of at least one year.

“Conflict of Interest” means a relationship of a member of the Working Group or the Chief and Council as an immediate family member to a housing applicant.

“Eel Ground” means the Eel Ground First Nation, a Mi’gmaq community located in Miramichi, New Brunswick and recognized under the *Indian Act* as Eel Ground Indian reserves #2, Big Hole Tract #8 and Renous lands #12.

“Eel Ground Rental Unit” means a band owned housing unit that is made available for rental purposes “Housing Department” means the personnel that have been hired by Eel Ground Chief and Council to perform duties related to housing.

“Elder” means an individual who is registered with the Eel Ground First Nation and is at least sixty-five (65) years of age.

“Housing Application” means the form approved by the Eel Ground Chief and Council used to apply for a band-owned housing unit.

“Housing Lot” means the Eel Ground reserve land in which a housing unit occupies, and which may include surrounding lands, and which has been designated by the Eel Ground Chief and Council as forming the lands of the housing unit, and which may be serviced or un-serviced.

**“Housing Working Group”** means a group established by the Eel Ground Chief and Council to address various housing issues.

**“Housing Unit”** means any house, apartment, trailer, mobile home or similar, whether privately owned or owned by the Eel Ground Band.

**“Immediate Family”** means spouses, siblings, parents, children, and includes such relationships that are step-relations or in-law relationships.

**“Physical Disability”** means a physical condition that effects, limits or impairs a person’s physical functioning or mobility in their daily activities.

**“Private Homeowner”** means an individual or family who own their own home located on Eel Ground reserve lands, including on certificate of possession (“CP”) lands or Eel Ground reserve lands.

**“Privately Owned Home”** means a housing unit that has not been built or constructed by the Eel Ground First Nation or a housing unit that has been purchased by a band member from the Eel Ground First Nation and is not owned by the Eel Ground First Nation.

**“Renovation”** means the act of improving the condition of a house by renewing, adding an addition or restoring to its original condition, but does not include the purchase of new appliances or furnishings.

**“Section 10 housing”** means a housing unit that has been constructed through a ministerial loan guarantee and has, or has had a mortgage attached to its construction.

**“Section 95 housing”** means a housing unit that has been constructed by the Eel Ground First Nation under the Canadian Mortgage and Housing Corporation (“CMHC”) Program.

**“Tenant” or “Occupant”** means an Eel Ground community member that occupies a housing unit.

**“Tenant Occupancy Agreement”** means a contract between a tenant and the Eel Ground First Nation, outlining the tenant’s obligations and Eel Ground’s obligations with respect to the housing unit that has been allocated to the tenant, attached here to as “Schedule B”.

## **2. HOUSING POLICY PURPOSE**

### **2.1. Preamble**

WHEREAS the Eel Ground Chief and Council (“Chief and Council”) wish to ensure that the Eel Ground Band members have access to safe and affordable on-reserve housing options within the existing housing resources of the Eel Ground Band;

AND WHEREAS Chief and Council are the final and full authority for all band-owned housing units located on Eel Ground reserve lands, including their allocation to community members;

AND WHEREAS Chief and Council recognize that in the Eel Ground community, there exists a high demand for housing and a shortage of housing units and this situation is further exacerbated by the lack of housing funding allocated to Eel Ground by the federal government;

AND WHEREAS, the Chief and Council wish to ensure that the delivery and administration of Eel Ground community housing is guided by a transparent housing policy which identifies standards, rules and authorities with respect to Eel Ground community housing;

NOW THEREFORE, Chief and Council adopts this Housing Policy to ensure that housing on the Eel Ground reserve is provided to existing members in a fair and equitable manner; identifying the responsibilities of Chief and Council with respect to housing, identifying the responsibilities of those individuals who occupy housing units, and ensuring that housing units are safe and well maintained by occupants so as to be available for future members.

## 2.2. Goals:

The goals of the Natoaganeg Housing Policy are to:

- Ensure that housing is allocated to community members in fair and equitable decision-making process,
- Ensure that community members who are allocated housing units are responsible and accountable for their housing units;
- Assist in ensuring that all housing in the community is maintained at a standard that is safe for occupation.

## 3. HOUSING POLICY APPLICATION

### 3.1. Application

This Policy applies to all forms of residential housing units that are located on Eel Ground First Nation reserve lands, including Band owned housing units; privately owned rental units, privately owned homes and CP or DVA homes.

### 3.2. Effective Date

This Policy comes into effect on the 6th day of September, 2019, in accordance with the Eel Ground Chief and Council Band Council Resolution, adopting the Natoaganeg Housing Policy, passed on the same day.

## 4. ROLES AND RESPONSIBILITIES

### 4.1. Eel Ground Chief and Council

As the elected leaders of the Eel Ground First Nation, and the final authority for housing in Eel Ground, the Chief and Council will be responsible for reviewing and approving all

recommendations submitted by the Working Group and ensuring that Working Group decisions comply with the Natoaganeg Housing policy. Chief and Council are also responsible to ensure the membership are made aware of any new policies and how they are to be implemented and enforced, and amendments to said policies.

#### 4.2. Eel Ground Community and Band Members

As members of the Eel Ground First Nation, each person has a responsibility to contribute their views on existing and future housing programs and services and to support the implementation and enforcement of the housing policy once it has been adopted by the Chief and Council.

Eel Ground members have a responsibility to become aware and ensure that they understand their rights and responsibilities with respect to housing, as laid out in the Natoaganeg Housing Policy and to ensure that where they have been allocated a band-owned home, they maintain the housing unit and the surrounding property in a safe and clean condition.

Eel Ground members are also required to adhere to all by-laws of the Eel Ground community, including those by-laws specific to housing and lands issues.

#### 4.3. Housing Working Group

The Housing Working Group (“Working Group”) will act as a liaison between the Eel Ground Chief and Council and the Eel Ground Housing Department to provide strategic leadership in the development, implementation and sustainability of on-reserve housing programs and services. The Working Group will meet regularly and ensure that Eel Ground community member’s housing issues are reviewed and addressed in accordance with the Housing Policy.

#### 4.4. Housing Director/Manager

The Housing Director will address the housing operational and policy issues on behalf of the community members of Eel Ground and the Eel Ground Chief and Council, in accordance with this housing policy.

### 5. HOUSING OWNERSHIP

- 5.1. All houses built and/or financed by Eel Ground are the property of Eel Ground, unless a private sale agreement has been entered into between Eel Ground First Nation and a band member, providing ownership of the band house to the band member.



- 5.2. All lands which houses in Eel Ground are situated on are the property of Eel Ground, regardless if a home is owned privately by a band member or by Eel Ground, with the exception of lands that are held under a Certificate of Possession.
- 5.3. Eel Ground members who are allocated a house and a housing lot by the Eel Ground Chief and Council become occupants of the house and lot, which provides them with the right of residency and usage. **The allocation of a band owned house does not provide an Eel Ground member with exclusive ownership rights to the home and only provides the band member with the right to tenancy and occupation.**
- 5.4. All individuals who are seeking band-owned housing must submit an application for housing to the Eel Ground Housing Department, in order for their housing request to be considered.
- 5.5. Any change of possession/occupancy of a band-owned house is not permitted unless approved by the Working Group. Working Group approval must have occurred prior to the occurrence of a change in possession and occupancy.
- 5.6. Any improvements done to a Band-owned house, or fixtures added to a Band-owned house, become the property of the Eel Ground First Nation and may not be removed from the Band-owned house when the occupant vacates the home, or at any other time.
- 5.7. Appliances that are in a band-owned home cannot be removed or sold under any circumstances, unless such appliances were purchased in their entirety by the occupant.
- 5.8. **Occupants of a band-owned home or any band-member may not sell a band-owned home to any individual under any circumstances, unless the housing unit is privately owned.** If an individual attempt to occupy a band-owned unit without being allocated the home from the Working Group or the Eel Ground Chief and Council, they will be immediately removed from the housing unit without notice and may be charged with trespassing.
- 5.9. Where a tenant has occupied a band-owned unit for a period of time exceeding five (5) years, and wishes to purchase the home from the Eel Ground Band, the individual must make a request to the Eel Ground Chief and Council that they wish to enter into a Rent to Own Agreement (“Own Agreement”).
- 5.10. Upon receiving a request for an Own Agreement, the Working Group will review the occupant’s present and past occupancy circumstances to determine if the occupant is a suitable candidate for an Own Agreement.
- 5.11. Where the Eel Ground Chief and Council agree to enter into an Own Agreement with an occupant, the occupant will be notified and will be required to sign the Own Agreement with the Eel Ground Band.

- 5.12. An Own Agreement will provide the monthly amount that the occupant will have to pay, the term of the agreement, and stipulate that upon default of the Own Agreement for failure to pay, and where payment is not remedied within 60 days, the Own Agreement will be terminated.
- 5.13. Where a band member has entered into an Own Agreement they will be responsible for all maintenance and repairs for their housing unit.

## 6. HOUSING WORKING GROUP

### 6.1. Establishment

A Housing Working Group ("Working Group") will be established, biennially, by the Eel Ground Chief and Council, through band council resolution, ("BCR").

### 6.2. Housing Working Group Mandate

The Working Group will be mandated through the Eel Ground First Nation Working Group Terms of Reference, ("Terms of Reference"), attached as Schedule "A". The Working Group will work in partnership and cooperation with the Eel Ground Chief and Council, community members, and Eel Ground Housing staff in developing strategic direction, guidance and recommendations on providing safe and affordable housing on-reserve to all Eel Ground Band members, in accordance with this Natoaganeg Housing Policy. The Working Group shall be responsible for the management and administration of Eel Ground Housing Program.

The Working Group shall work in cooperation with staff employed by Eel Ground for the purpose of the Housing Program and in accordance with First Nation Human Resources Policies. The Working Group shall have the responsibility for developing and maintaining both annual and long-term housing plans.

The Working Group shall ensure that complete records are maintained with respect to all aspects of the Housing Program, including, but not limited to, housing construction, housing occupants, renovations, repairs, maintenance, housing applications and financial records.

### 6.3. Housing Working Group Composition

The Working Group composition shall consist of the Chief, the Council member who holds the Capital and Housing Portfolio, the Eel Ground Housing Director, the Eel Ground Financial Comptroller, an Elder, and any other Council members, as decided by the Chief and Council. The Chief and Council may also appoint other members to the Committee, as needed and with the consensus of the Chief and Council. The Eel Ground Chief will sit as a non-voting Working Group member.

### 6.4. Housing Working Group Term

The Working Group members will initially serve for a term of 3 years ("initial term") and be authorized by Chief and Council through a BCR. After the expiry of the initial term, the regular

Working Group term will be four years, beginning in June of 2022, immediately following the band election. Regardless of the term, members of the Working Group may be replaced by the Chief and Council, where they deem such necessary to the proper functioning of the Working Group.

**6.5. Housing Working Group Mandate**

The Working Group will be guided by the Working Group Terms of Reference and will be responsible for making recommendations to the Chief and Council with respect to the allocation of housing to Eel Ground members who have applied for band housing, where such recommendations are consistent with the requirements of the Natoaganeg Housing Policy.

**6.6. Housing Working Group Meetings**

The Working Group will meet on the 1<sup>st</sup> Friday of each month, unless another time has been specifically agreed to by the Working Group. All meetings shall be recorded by a minute taker.

**6.7. Decision Making**

Decisions and recommendations of the Working Group will be made by consensus. Where consensus cannot be reached, a 50% majority plus 1 will be required for all decisions and recommendations of the Working Group. All decisions of the Working Group are appealable to the Eel Ground Chief and Council.

**6.8. Conflict of Interest**

All decisions made by the Working Group with respect to the allocation of housing units must be free of bias and/or conflict of interest. A conflict of interest situation will arise where the applicant for a housing unit is an immediate family member. Where a Working Group member is in a conflict of interest situation, they must declare the conflict and not partake in any discussion or voting decision with respect to the individual housing application that gives rise to the conflict of interest.

**7. HOUSING ALLOCATION**

**7.1. Allocation Principle**

Eel Ground housing allocation of band – owned housing to applicants will be done in an impartial, fair and objective manner that reflects the individual housing needs of applicants. Because of the high demand for housing, the shortage of availability and the lack of financial resources for housing, the Chief and Council will allocate housing in accordance with criteria based on needs and specific circumstances of applicants.

**7.2. Eligibility**

In order to be eligible for the allocation of a band-owned housing unit, the applicant must be a registered band member of the Eel Ground First Nation.

**7.3. Exception**

In specific circumstances and in accordance with section 7, spouses of Eel Ground Band members, who are not registered Eel Ground Band members, may be provided temporary allocation of a band owned housing unit, such as in instances where there is an existing exclusive occupation order for a spouse issued under the *Family Homes on Reserves and Matrimonial Interests or Rights Act*.

#### 7.4. Housing Allocation List

The Working Group will maintain a Housing List identifying the names of all eligible applicants that have applied for band-owned housing.

An applicant will be allotted a house based on their priority placement on the Housing List.

The Working Group will review an applicant's application, determine their eligibility and place an applicants' name on the Housing List in accordance with the Housing Priority Criteria ("Criteria") and factors contained in section 7.6 and 7.7.

The Housing List will not carry over year to year. A new Housing List will be developed by the Working Group, at a minimum, annually. The Housing List will be developed based on the applications received and the Criteria.

The Working Group will review all housing applications at a minimum, annually, and provide the updated Housing List to the Chief and Council, including the recommendations for housing allocation.

#### 7.5. Application

Housing applications will be available at the Eel Ground Housing department at various times of the year. The Housing Department will post a written memo at the Band Office identifying when housing applications are to be available to band members.

In order to be considered for a housing allocation all band members must submit a housing application form, by the deadline specified on the application.

Completed applications should be submitted to the Eel Ground Housing Clerk, before the deadline stipulated on the Housing Application form. **Housing Application forms that are passed in to the Housing Department or Housing Clerk after the stipulated deadline will not be considered in the forthcoming housing allocation process.**

Housing Applications will be placed on the Housing Allocation List ("Housing List") by the Working Group, in accordance with the Housing List Priority Criteria. A member of the Eel Ground band may not be listed on more than one housing application at the same time.

**The Housing List does not carry over year to year and a new Housing List will be developed annually. Applicants wishing to be considered in the annual housing allocation process must ensure that they submit a new application annually.**

An applicant is required to provide true and accurate information on their housing application. The provision of false or inaccurate information on a housing application may affect an

applicants' eligibility and their priority on the housing waiting list, including being suspended from housing allocation consideration for a period of one (1) year.

#### **7.6. Special Circumstances**

An applicant's name on the Housing List may be evaluated on an individual circumstance basis outside of the Priority Criteria contained in 7.7, in the following circumstances:

- In the event of an emergency, such as loss of a home due to fire, flooding, or other Acts of Nature;
- As a result of an extreme change in an applicant's medical condition and/or health status, and/or;
- Because the current residence places the applicant in an unsafe environment.

#### **7.7. Housing List Criteria**

In placing applicants on the Housing List, the Working Group will utilize a point system where the higher the points allocated to an applicant, the higher the priority they will be awarded on the Housing List.

The following factors will be considered by the Working Group for the allotment of priority and points:

- a. 1<sup>st</sup> Priority - families living with children (for the purposes of this Policy a child is an individual who is less than the age of majority);
- b. 2<sup>nd</sup> Priority - elders or disabled individuals (disability must be confirmed by a letter from an M.D.);
- c. 3<sup>rd</sup> Priority - families without children; and
- d. 4<sup>th</sup> Priority – single persons.
- e. number of children in the family who are members of the Eel Ground First Nation;
- f. total number of individuals in the family (including all individuals who will be residing in the home);
- g. number of consecutive years of residency on the Reserve;
- h. length of time on the Housing List;
- i. condition of present residence;
- j. whether the family includes any elders or disabled individuals;
- k. whether the applicant currently resides off Reserve but wishes to return to the Reserve;
- l. whether the applicant's current residence is over-crowded;
- m. whether the applicant has been allocated First Nation housing in the past and if so, how recently;
- n. Someone who is willing to downsize,
- o. The size of the family in relation to the size of the house; and
- p. Whether the applicant is presently homeless.

#### **7.8. Overcrowding**

The following minimum number of bedrooms should be included in a house, to avoid overcrowding:

- One bedroom for each married couple;
- One bedroom for each child 16 years of age or older;
- One bedroom for each child same sex under 16,
- One bedroom for child opposite sex, up to 6 years of age.

#### 7.9. Removal from the Housing List

An applicants' name may be removed from the Housing List when an applicant:

- Accepts a housing unit in accordance with this policy;
- Dies;
- Ceases to be a member of the Eel Ground Band;
- Voluntarily removes him/herself from the Housing List;
- Declines an offer of suitable housing unit in accordance with this policy for a period of one (1) year;
- Falsifies information on their housing application.

#### 7.10. Allocation of a New Unit

An applicant who has been allocated a band-owned housing unit will be contacted by the Working Group Chair and issued a letter identifying the allocation and the terms of the allocation.

Where an applicant is allocated a new housing unit, and the applicant presently resides in a band-owned housing unit, the vacated band-owned housing unit will remain vacated until re-allocated by the Working Group and Chief and Council, in accordance with this Natoaganeg Housing Policy. Such vacated band -owned units are not subject to allocation based on the decision or opinion of the former occupants.

All individuals allocated an Eel Ground band -owned unit will be required to sign an Eel Ground Tenancy Agreement ("Tenancy Agreement"), attached hereto as Schedule B, prior to occupying the band-owned housing unit. All occupants who will reside in the allocated housing unit will be subject to the terms of the Tenancy Agreement.

### 8. HOUSING OCCUPANT RESPONSIBILITIES

#### 8.1. Tenancy Agreement

All individuals who are allotted a band-owned unit are required to sign an Eel Ground First Nation Tenancy Agreement prior to taking occupation of their allotted unit.

Under the Tenancy Agreement every tenant is required to comply with the identified tenant responsibilities and obligations, while residing in a band-owned housing unit. Any tenants who fails to comply with any of the obligations contained in their tenancy agreement may be provided notice and evicted from the band-owned unit by the Eel Ground Chief and Council.

All Tenants are also required to comply with Eel Ground Apartment Rules and Regulations ("Rules"), attached as Schedule C. Repeated failure of a tenant to comply with the Rules may result in eviction of the tenant from the band-owned unit.

### 8.2. Insurance

Where the necessary funding is available Eel Ground may insure First Nation Houses and other First Nation owned dwellings. Occupants shall be notified as to the status of insurance on the house they are occupying. Where Eel Ground is unable to insure a house, the occupant will have the opportunity to, and will be encouraged to, purchase house insurance themselves, which may include participating on the Bands Housing Insurance plan. In such a case Eel Ground will be named as beneficiary but, subject to this Policy, the occupant will receive the benefit of any repairs, renovations or re-building of Eel Ground House.

Occupants will be encouraged by Eel Ground to purchase, contents insurance for their personal possessions contained in Eel Ground House or situated on its lot.

Eel Ground is not responsible for loss or damage to the occupant's furniture, vehicles and other possessions regardless of cause.

Eel Ground may determine from time to time such policies and systems which would provide for the occupant to participate in the insurance scheme for the house, dwelling, or infrastructure and utilities.

Eel Ground shall be designated as the beneficiary under any Band Owned unit House insurance policy and any insurance payments with regard to such policies shall be directed to Eel Ground.

### 8.3. Subletting

An occupant who has received approval from the Working Group, approved by the Eel Ground Chief and Council, may sublet their band-owned home, in the following circumstances:

- They are a student and are attending an educational institute over 60 kilometers in distance;
- They are employed over 60 kilometers outside of the community;
- They are receiving medical treatment at a medical institution; or
- Other special circumstances deemed acceptable by the Working Group and the Chief and Council;

Where a tenant has received approval to sub-let their band-owned unit, the sublet tenant will be required to sign a sublet agreement with Eel Ground prior to occupying the housing unit.

No tenant who sublets their apartment will be permitted to collect rent on the band-owned housing unit.

## 9. MATRIMONIAL HOUSING RIGHTS

### 9.1. Marriage or Common-law Relationship Breakdown

When a marriage or common-law relationship breaks down between two spouses, and only one of the spouses is a member of the Eel Ground Band, and there are no children in the marriage or common-law relationship, the house will normally remain with the member who is an Eel Ground Band Member, subject to review by the Working Group and Chief and Council.

When a marriage or common-law relationship breaks down between two spouses, and both spouses are members of the Eel Ground Band, and there are no children in the marriage or common-law relationship, the house will normally remain with the member who was originally allotted the house, unless there are extraordinary circumstances or exceptions to be considered or the spouses have otherwise come to a mutual agreement on occupation.

When a marriage or common-law relationship breaks down between two spouses, and there are children in the marriage or common-law relationship, the house will normally remain with the individual who has custody of the children. In such circumstances, if the individual is a non-band member, the home will be registered in the name of the children who are registered band members of Eel Ground.

In the event of extraordinary circumstances outside of the above listed circumstances, the Working Group will review and decide on occupation, consistent with this Natoaganeg Housing Policy

### 9.2. Exceptions

When a marriage or common-law relationship breaks down between two spouses, under section 16 of the *Family Homes on Reserves and Matrimonial Interests or Rights Act*, a spouse may apply to a court for an emergency order to occupy a housing unit. Where such an order is granted, the spouse granted the order will have exclusive occupation of the house, subject to the conditions of the order.

### 9.3. Death of a Spouse

In the event of a death of a spouse who is occupying a band owned housing unit, where the living spouse is an Eel Ground band member, they will automatically be allotted the housing unit, unless the Working Group has reasonable evidence that such an allotment would not be in the best interest of the Eel Ground First Nation or would be contrary to the provisions of this Natoaganeg Housing Policy.

In the event of the death of a spouse who is occupying a band-owned housing unit, where the living spouse is not a band member, and there are children in the family home from the marriage or common-law relationship whom the living spouse is the custodial parent and whom are Eel-Ground band members, the spouse will be allotted the housing unit, but the home will be registered in the name of the oldest child who is a registered band member.



In the event of the death of a spouse who is occupying a band-owned housing unit, where the living spouse is not a band member, and there are no children in the family home from the marriage of or common-law relationship, in accordance with section 15 of the *Family Homes on Reserves and Matrimonial Interests or Rights Act*, the spouse will be permitted to reside in the home for a period of up to 180 days. After 180 days, the non-band member spouse will be required to vacate the housing unit.

## 10. HOUSING INHERITANCE AND BEQUEATHING

### 10.1. Will

**Band owned housing units are the property of the Eel Ground Band and not the property of the individual occupant.** As such, a tenant of a band-owned unit has no right to bequeath band-owned housing units to another individual under a will.

However, upon the death of the occupant of a band-owned house, if the occupant identifies in their will their wishes for the future occupancy of the band-owned unit, upon their death, the Eel Ground Chief and Council will make their best efforts to allocate the housing unit to such persons, provided a copy of the will is provided to the Working Group and provided that the individual is an Eel Ground Band Member who eligible to occupy a housing unit in accordance with this Natoaganeg Housing Policy.

Where an occupant is allocated a housing unit in accordance with the provision of the will of a former occupant, such allocation shall not provide the occupant with any ownership rights or title to the housing unit or the land, other than that as a tenant, in accordance with this Natoaganeg Housing Policy.

Where a housing unit is bequeathed to another Eel Ground member, the land on which the housing unit is located in and the housing unit itself remain the property of the Eel Ground Band.

### 10.2. No Will – Intestate

If a tenant of a housing unit dies without a will, immediate family members are required to identify a family member who is able to occupy and assume responsibility for the housing unit, and who is in need of housing. Once the family has made their decision, they should immediately notify the Working Group Chair of their selection and such selection will be subject to the approval of the Working Group.

In the event that the immediate family is unable to reach an agreement on who should be allotted the house, the Working Group may reassign the unit to an eligible individual, preferably one who is within the immediate family.

In the event of no will and no immediate family members, the land and house will be re-allocated in accordance with this Natoaganeg Housing Policy.

## **11. HOUSING RENOVATIONS AND MAINTENANCE**

### **11.1. Maintenance**

The occupant of a band-owned unit is responsible for any necessary maintenance or repair to the band-owned unit or services resulting from vandalism, abuse or neglect by the occupant, their relatives or guests (and the cost of such repair) including, but not limited to, the following items:

- a. Doors, door-jambes, windows, sills;
- b. Wall paint and painting (interior and exterior);
- c. Electrical switches, fixtures, bulbs;
- d. Damages to walls, ceiling, floors;
- e. Damage to smoke detectors, carbon monoxide detectors or fire safety equipment;
- f. Damage caused by vehicles or machinery;
- g. Any other damage to any part of the house or its services determined by the Working Group to be caused by abuse, neglect, or vandalism, which was preventable by the occupant.

### **11.2. Repairs**

Minor repairs and day to day maintenance are the responsibility of the occupant.

Eel Ground will be responsible for the costs of "Emergency Minor Repairs", where the funds are available. Emergency Minor Repairs will consist of:

- a. Freezing pipes, where it is determined that it was not caused by the neglect of the occupant, and not more than once per year;
- b. Leaky roofs;
- c. Electrical appliance repair, provided only to Elders, disabled and those receiving social assistance if it is determined the appliance can be repaired to a safe operating level;
- d. Fumigation, upon the approved recommendation of a qualified professional entity;
- e. Drinking water supply;
- f. Septic Cleaning and waste water or sewer line repairs;
- g. Furnace repairs;
- h. Electrical wiring; and
- i. Chimney cleaning.

Emergency Minor Repairs does not include the following items:

- a. broken windows;
- b. broken doors and broken locks; and
- c. repairs that are required as a result of lack of care, negligence or intentional abuse;

In order for an individual to be eligible for "Emergency Minor Repairs" they must:

- a. make application to the Housing Working Group.

- b. show that the required repairs are a health, safety or fire hazard with the recommendation of the appropriate authorities, and receive prior approval from the Housing Working Group before any work is commenced.

Elders and disabled occupants are considered a priority for the "Emergency Minor Repairs" program.

Eel Ground shall, wherever financially possible, be reasonably responsible for the cost of repairs and renovations in relation to the following items:

- a. Furnace/heating system, unless section 11.11 herein applies;
- b. Sewer/water systems and septic tanks, unless section 11.11 herein applies;
- c. Electrical wiring, installations, and hook-ups, unless section 11.11 herein applies;
- d. Structural problems with foundations, roofs, or walls;
- e. Deterioration caused by normal wear and tear. Normal wear and tear does not include the situations contained in section 11.11 herein;
- f. Damage or problems directly related to improper construction, materials, or workmanship; and
- g. Damage caused by natural disasters, such as: lightning, flood, tornado, etc.

### 11.3. Renovations

Eel Ground shall maintain a "Repair and Renovation" program within the limits of the resources available to them.

Occupants may request maintenance, repair, replacement, or renovation services by applying in writing to the Working Group.

Once an occupant receives a major renovation on their Band owned unit, they will not be eligible to be included on the Housing Allocation Priority List for 5 years.

## 12. HOUSING CONSTRUCTION

### 12.1. Siting

Eel Ground's community plan, land use policies and any existing zoning by-laws shall set the general framework for the siting of new or relocated First Nation Houses.

Within the context of item 6.1 above, the siting preference of an approved applicant will be accommodated when reasonably possible.

All new houses must be built within 100 feet of the main waterline, main power lines and main roads.

All new housing lots must be a minimum of 22,500 square feet (equivalent to 150 ft. x 150 ft.) and must not exceed 40,000 square feet (equivalent to 200 ft. x 200 ft.).

Any approved First Nation member applicant who wishes to have the new house sited anywhere other than as described in item 6.3 must pay the additional costs associated with such a siting and must first have the site approved by the Chief and Council.

#### 12.2. Services and Utilities

Each newly constructed First Nation House shall be fully serviced and offer the necessary water, sewer, heating, and electrical amenities.

All services installed by virtue of item 7.1 above shall meet minimum safety and quality standards as described in herein.

All service charges for utilities (including electricity, telephone, heating fuel, water and sewer); or any other common service that is now, or may be, provided is the responsibility of the occupant.

Eel Ground shall provide any necessary repairs to service and utility systems which are under the control of Eel Ground, provided the occupant has not caused the failure due to neglect (e.g. interior water line freezing), willful damage, or public mischief. In such cases where the repairs are necessary as a result of the neglect, willful damage or public mischief of the occupant, the occupant will be responsible for the repair/replacement costs.

Occupants are responsible for fencing, landscaping and property maintenance on the property they have been allocated.

### 13. SALE OF BAND-OWNED HOUSING

A housing unit that a tenant has been allotted is the property of the Eel Ground Band and the tenant has no legal right to the housing unit other than that arising as a tenant, in accordance with their tenancy agreement and this Natoaganeg Housing Policy. As such, no tenant has the authority to sell any band-owned housing units.

### 14. PRIVATELY OWNED HOUSING UNITS

#### 14.1. Privately Owned Rental Units

Privately owned rental units are to be maintained and kept in a state of good repair by the owner before they can be rented to an occupant.

All maintenance and repairs to privately owned units are the responsibility of the owner of the unit and not the Eel Ground Band.

#### 14.2. Privately Owned Homes

Any house in Eel Ground that is privately owned (not a Band -owned Housing Unit) and the owner vacates the house, the owner is responsible for the safety, care, and security of the house. For the purpose of the public safety, the owner should notify the Working Group if the house is to be vacant for an extended period of time.

Privately owned homes maintenance and repairs are the responsibility of the home owner and the Eel Ground Band assumes no responsibility for maintenance, repairs and costs associated with such.

## 15. HOUSING EVICTION AND ABANDONMENT

### 15.1. Abandonment

Any band-owned housing unit that is vacated by an occupant beyond 30 days, and the occupant has not notified the Housing Department, the housing unit will be considered abandoned.

If a band-owned home is vacated by an occupant for a period of time beyond 30 days, for whatever reason, including employment, health or education reasons, the occupant must notify the Housing Department prior to vacating. If the Housing Department is not notified, the housing unit will be considered abandoned by the occupant and may be subject to re-allocation in accordance with this Natoaganeg Housing Policy.

Any person who occupies an abandoned housing unit without being allocated the housing unit by the Working Group, shall be considered an illegal occupant and trespasser of the housing unit and shall be evicted from the housing unit, and where necessary, will be removed by a peace officer.

Where a house is deemed to be abandoned, the Housing Manager will make its best efforts to locate the occupants to determine the future occupancy of the housing unit. The Housing Manager will then develop a report on the abandoned housing unit and provide to the Working Group for their review and recommendation for occupancy, consistent with this Natoaganeg Housing Policy.

#### 15.1.1. Eviction

A tenant may lose their right to use and occupy the housing unit allocated to them if the tenant fails to comply with their responsibilities and obligations contained in this Natoaganeg Housing Policy or contained within their Tenancy Agreement.

A tenant may also lose their right to use and occupy the housing unit allocated to them if they undertake any of the following actions:

1. Does not comply with this policy, particularly when non-compliance endangers others;
2. Engages in illegal activity in the housing unit;
3. Engages in excessive and chronic disruptive behaviour and/or causes serious damage that has been documented clearly;
4. Refuses to resolve disputes;
5. Causes danger to other occupants, guests, neighbours, or the landlord;
6. Maintains unsanitary living conditions;
7. Does not control pets; or
8. Sublets the housing unit without the Housing Department's consent.

Where information has been received by the Working Group that reasonably demonstrates that a tenant has failed to comply with any of their obligations contained in their tenancy agreement

or within this Natoaganeg Housing Policy, the Working Group will review the evidence to decide whether the tenant should be evicted.

Where the Working Group has found that there exists substantial evidence that gives rise to grounds to evict a tenant, the Working Group will either issue a written notice for corrective action or a notice of eviction to the tenant.

If a notice for corrective action is issued by the Working Group it will be provided in writing to the tenant and contain the following information:

1. The Date of the Notice for Corrective Action;
2. The Corrective Action that must be taken by the tenant to avoid eviction;
3. The date by which the corrective action must be taken;
4. That if the corrective action is not taken by the tenant and completed by the date identified, the tenant will be evicted immediately.

Where a notice of eviction is to be issued by the Working Group to a tenant, it will contain the following information:

1. Date of the notice.
2. Issuer.
3. Reasons for the eviction.
4. Date of effect.
5. Any final actions the resident may undertake to avoid eviction.
6. Date of an eviction hearing.

#### 15.2. Eviction Hearing

Upon issuing a Notice of Eviction, the Working Group will schedule an Eviction Hearing ("Hearing") to provide the tenant with an opportunity to present his/her case to the Working Group. The Hearing must be scheduled within thirty (30) days of the Notice of Eviction being issued.

Hearings will be conducted in-camera where only the Tenant, the Working Group, the tenants' support person(s) and individuals providing testimony will be permitted to be present. The Tenant will be permitted to have at a maximum, 2 support persons present with them in the Hearing.

Both the Working Group and the tenant will be permitted to call witnesses, present documents and provide factual evidence at the Hearing.

After the completion of the Haring, the Working Group will make a decision based on the evidence presented and available at the time of the Hearing.

If the Working Group finds that the tenant has complied with the corrective actions required to prevent the eviction, the Eviction Notice will be revoked.

If the Working Group issues an Eviction Order following an Eviction Hearing, the tenant will have 30 days by which s/he must vacate the unit.

If the tenant fails to vacate the housing unit within 30 days, they will be forcibly removed from the housing unit by a peace officer.

Where a resident fails to appear at a Hearing, the Working Group will make a decision on all evidence available to them at that time.

Where a tenant has a lawful and reasonable excuse for being absent from a Hearing, the Working Group will re-schedule the Hearing for an alternative date.

EEL GROUND FIRST NATION HOUSING POLICY AND PROCEDURES  
SCHEDULE 1

EEL GROUND FIRST NATION APPLICATION FOR HOUSING

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

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

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

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

Current residence (address) of First Nation Member Applicant:

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

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

\_\_\_\_\_

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

\_\_\_\_\_



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

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

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Other comments:

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

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



7. Is the Applicant's current residence overcrowded?  
 Number of people \_\_\_\_\_  
 Number of bedrooms \_\_\_\_\_  
 Residence total square footage \_\_\_\_\_  
 (If more than 2 people per bedroom, 5 points for each such bedroom)  
 5 X \_\_\_\_\_
8. Condition of Applicant's current residence. General inspection rating of residence by a certified inspector. This section 8 is not related to the effort or ability of the Applicant to maintain the house as a tenant.
- |              |    |       |
|--------------|----|-------|
| a. Condemned | 10 | _____ |
| b. Poor      | 5  | _____ |
| c. Fair      | 2  | _____ |
| d. Good      | 0  | _____ |
9. Operation and maintenance effort of the Applicant regarding the current residence.
- |                  |    |       |
|------------------|----|-------|
| a. Sub-standard  | -5 |       |
| b. Indeterminate | 0  |       |
| c. Reasonable    | 5  | _____ |
| d. Exemplary     | 10 | _____ |
10. Has the Applicant successfully participated in Housing Workshops offered by the Housing Department? (yes 5 points, no 0 points) \_\_\_\_\_

TOTAL POINTS \_\_\_\_\_

\_\_\_\_\_  
 Chair Housing Committee

\_\_\_\_\_  
 Date

EEL GROUND FIRST NATION HOUSING POLICY AND PROCEDURES  
SCHEDULE 2  
EEL GROUND FIRST NATION HOUSING AGREEMENT

Between: Eel Ground First Nation  
And: Occupant: \_\_\_\_\_  
First Nation House Address: \_\_\_\_\_  
\_\_\_\_\_

List of individuals who reside with the Occupant:

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

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

- a. That I will pay to the Eel Ground First Nation the sum of \$ \_\_\_\_\_ as a non-refundable damage deposit prior to my occupancy of the First Nation House.
- b. That I will pay to the Eel Ground First Nation reasonable rent and other reasonable charges that may be established from time to time by the First Nation for my occupancy of the First Nation House.
  - a. My payment of such reasonable rent and other reasonable charges shall be in accordance with time lines established by the First Nation.
- c. That I will pay for all light and power accounts and that all accounts will be paid up to date.
- d. That I will pay for all heating costs.
- e. That I will be responsible for the payment of any telephone installation charges and monthly billing.
- f. That I will maintain these premises in a good, clean, livable condition and that the house will be left in a clean, livable condition upon vacating.

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

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

Witness name  
(Please print)

Occupant name  
(Please print)

\_\_\_\_\_

\_\_\_\_\_

Witness  
(Signature)

Occupant  
(Signature)

\_\_\_\_\_

\_\_\_\_\_

Witness name  
(Please print)

Housing Committee Chair name  
(Please print)

\_\_\_\_\_

\_\_\_\_\_

Witness  
(Signature)

Occupant  
(Signature)

\_\_\_\_\_

\_\_\_\_\_

**EEL GROUND FIRST NATION HOUSING POLICY AND PROCEDURES  
SCHEDULE 3  
EVICTION NOTICE**

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

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

From: The Eel Ground First Nation Housing Committee

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

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

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

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

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

\_\_\_\_\_  
Chair, Housing Committee

EEL GROUND FIRST NATION HOUSING POLICY AND PROCEDURES  
SCHEDULE 4

APPLICATION FOR HOUSING REPAIRS AND MAINTENANCE  
EEL GROUND FIRST NATION

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

Address of house in question:

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List of Eligible Housing Repairs Needed:

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

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Other comments:

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

**BAND COUNCIL  
RESOLUTION**



**Eel Ground First Nation**

47 Church Road  
Eel Ground N.B.  
E1V 4E6

Council: <b>Eel Ground First Nation</b>		
District: <b>New Brunswick</b>		
Province: <b>New Brunswick</b>		
Date <i>20, Sept, 2019</i>	BCR No. <i>20-09/2019</i>	Quorum <b>5</b>

DO HERBY RESOLVE:

To approve the Natoaganeg Housing Policy (September 5, 2019), for immediate implementation.

That the Committee will be as follows:

Co-Chairs: Chief George H. Ginnish and Anne Marie Larry

Council representatives: Merrill Martin, Mike Simon, William Sark and Anthony Francis

Program representatives: Mario Lapointe (Capital), Mark Metallic (Housing), Tyler Patles (Technical), Kim Muzerall (Finance)


**RESOLUTION SUPPORTED**

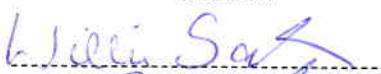
Moved by: Merrill Martin

Seconded by: Tyler Patles


**IN FAVOUR**

Mike Simon, Merrill Martin, Tyler Patles, William Sark, Chief George H. Ginnish

  
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(Councillor)

  
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(Councillor)


  
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(Councillor)

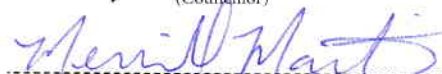
  
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(Chief)

  
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(Councillor)

  
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(Councillor)

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(Councillor)

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(Councillor)