



KEBAOWEK FIRST NATION

HOUSING POLICIES & PROCEDURES



KEBAOWEK FIRST NATION

VISION STATEMENT

To develop into a strong, unified community whereas our Anicinabe rights and ownership to our traditional territory have been acknowledged by all government levels. Whereas our community, through economic development, can prosper in a sustainable manner to be self-sufficient.

MISSION STATEMENT

Political:

To adequately and transparently represent the members of the community on all government levels and issues according to the direction of its members that will ensure the growth and development of the community.

To promote and protect the collective interest of all Kebaowek First Nation members; through the strength and will of its people and guided by their values, culture and traditions.

Administrative:

To provide equal and fair opportunities to all members accessing programs and services according to established policy and procedures for the betterment of the community.

The policies provided within this policy relate to the Kebaowek First Nation Housing Department. General Administrative policies can be found in the 2011 EAGLE VILLAGE FIRST NATION – KIPAWA Policy and Procedures Manual.



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PREAMBLE

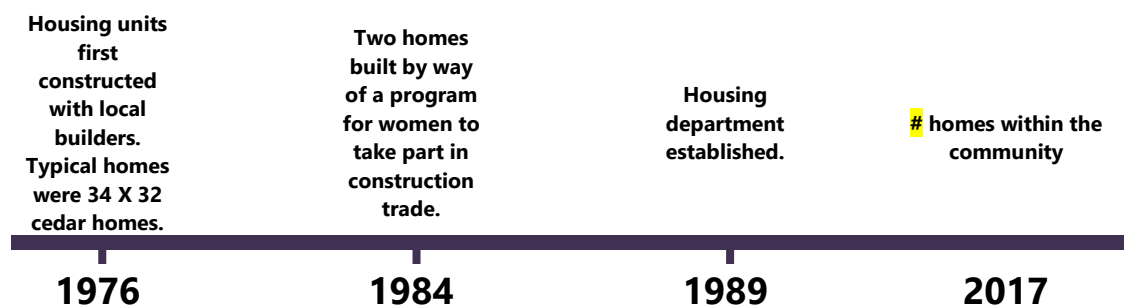
The KEBAOWEK housing program is established to enable its members to have access to decent housing as most Canadians. Despite budget restrictions and the increasing demand for social housing units, KEBAOWEK does what it can to offer various types of housing services.

New programs enable community members to access bank financing which provide a certain level of autonomy for members to assume financial responsibility for their housing needs.

VISION: To assist members of KEBAOWEK FIRST NATION with building, buying, or renting healthy, safe and affordable housing. All units to be built under the Canadian Building code regulations.

Vision developed by Kebaowek First Nation Housing Committee

HISTORY



DEFINITIONS

BAND	Designates Kebaowek First Nation
CERTIFICATE OF OWNERSHIP	A document certifying that the client is owner of the house
CERTIFICATE OF INSURANCE	A document certifying that the client holds a valid home insurance policy
CLIENT	Beneficiaries, Tenants, Borrowers or Sub-tenants
CMHC	Canada Mortgage and Housing Corporation
COMMUNITY HOUSING	A house or apartment owned by the band and part of the following programs: Article 95, CMHC, Band Program
DWELLING CONVENTION	Any agreement, contract between KEBAOWEK and a client.
ELDERLY	Persons aged 65 or older
FINANCIAL INSTITUTION	A bank or credit union
HOUSING UNIT	Home or residence
KEBAOWEK	Kebaowek First Nation
MEMBER	A registered band member whose name is entered in the Indian Register in accordance with the Indian Act
OVERCROWDING or STATE OF OVERCROWDING	Having a higher number of people within the home than the number of rooms allow
OWNER	A band member who possesses a certificate of home ownership
RENTAL HOUSING	An apartment or dwelling owned by KEBAOWEK dedicated to economic development
RRAP	Homeowner Residential Rehabilitation Assistance Program
REGULAR WORKERS	A person working year round for an organization or a company.

- RESIDENTIAL LOT** Land reserved for the purpose of housing
- REQUESTING PARTY** A married couple, couple living as a common-law partner for at least one year, an adult with or without dependent children, an adult with dependent parents (mother/father)
- SEASONAL WORKERS** A person working for an organization or business where the level of employment increases or decreases with the seasons.
- WELFARE RECIPIENT** A person receiving social assistance.



HOUSING POLICY - RENTAL PROGRAM

Policy Adopted by Chief & Council

October 23, 2017

Policy Updated

October 23, 2017

PART A: POLICY STATEMENT

Kebaowek First Nation (KFN) assists members with access to safe and affordable rental housing.

PART B: PURPOSE

The aim of the Rental Program is to preserve and improve the residential quality of life. This Rental Program Policy defines rules and guidelines for rental units.

PART C: SCOPE

This policy applies to all dwelling units owned by KFN located within the boundaries of the territory served by KFN.

PART D: ELIGIBILITY

In order to be considered for a rental unit, an individual must:

1. Be a registered member of the Kebaowek First Nation band;
2. Be at least 18 years of age or older;
3. Have the financial capacity to meet the monthly rent requirements;
4. Have no debts or arrears of rent to Kebaowek.
5. Provide a complete and accurate application form to the Housing Administrator by the required deadline.

PART E: RESPONSIBILITY

1. *Tenant Responsibility*

The tenant is responsible:

- 1.1. To read, sign, and comply with the terms of the *Kebaowek First Nation – Kipawa Rental Agreement* for their specified rental unit;

- 1.2. To pay the established monthly rent amount as outlined in the *Rental Agreement* on the first day of each month;
- 1.3. To keep the premises clean and in good repair;
- 1.4. To insure the contents of their rental unit (e.g. furniture, appliances, personal belongings)
- 1.5. Notify the Housing Administrator in writing if he/she plans to leave the unit, or no longer lives on the premises and/or intends to terminate the *Rental Agreement* ;
- 1.6. Notify the Housing Administrator in writing, if another occupant will be regularly residing with the tenant at rental unit.

PART F: PROCEDURES

1. Notice of Availability

A new or newly available KFN rental unit that becomes available will be advertised to its members by means of a public notice within the monthly community newsletter;

2. Selection Process

In order to be considered for the rental selection process, the following applies:

- 2.1. Members must apply before the deadline;
- 2.2. A family needs profile will be determined by the Housing Administrator based on the following criteria:
 - 2.2.1. *Applicant's current housing state*
Current dwelling is uninhabitable due to reasons of health, safety or security
 - 2.2.2. *Physical handicap*
Current dwelling is not adapted or cannot be easily adapted to an individual or occupant limited by a physical handicap
 - 2.2.3. *Health issues*
Current dwelling is not congruent due to major health problems of an individual or occupant.
 - 2.2.4. *Time Waiting List*
Date of the application for housing by applicant.

3. Rental Rate

- 3.1. The Housing Administrator determines the rate of each rental unit based on the annual operating expenses per unit which includes fees related to insurance, administration, maintenance, utilities, audit/legal, replacement reserve and contingency.

3.2. The rental rate includes the cost of community services including water, sewage and garbage collection.

4. Modification to Rent Amount

4.1. A written notice in any increase in the amount of rent will be given to the tenant at least 30 days before the increase takes effect.

4.2. Rent will not be increased more than 3% (which represents the current maximum amount set out by the *Regie du Logement du Quebec*).

5. Rental Agreement - Lease

5.1. The tenant will be required to sign a lease between Kebaowek First Nation and the tenant.

5.2. The Rental Agreement is for a month-to-month basis and can be terminated by either party.

6. Rent Collection

6.1. Rent must be paid by the tenant by the first day of every month at the Band Office.

6.2. Acceptable forms of payment are by cash, cheque, money order, by debit, or by source deductions.

6.3. Whenever possible, rent payment by source deductions (amount deducted from wages or salary) must be implemented for eligible individuals including Kebaowek employees, Income Security clients, or other individuals receiving benefits on a monthly basis.

7. Insurance

7.1. All rental units will be insured by KFN;

7.2. Tenants are strongly recommended to purchase renter's insurance to insure the contents of the unit (e.g. furniture, appliances, personal belongings) against loss, theft, or damages due to fire and other risks.

7.3. Kebaowek is not liable for damages caused to the premises by the tenant, other occupants or visitors to the premises.

8. Maintenance and Repair

8.1. Each unit should be kept safe and in a clean condition to the satisfaction of Kebaowek;

8.2. Normal maintenance of the rental unit is at the Tenant's expense;

8.3. The Tenant is required to maintain the following elements in good condition:

a) Cupboards and other storage

b) Ceramic and floor coverings

c) Sanitary appliances such as sinks, vanity, toilet, bath, and shower valves

d) Lamps, light fixtures, switch plates and outlets

- e) Hardware materials such as door handles, cabinet handles, hooks, nets, door brush, door weather-stripping, window cranks
- f) Air exchange outlets (exterior and interior)
- g) Kitchen hood filters and air exchangers
- h) Doors and windows

Replacement of any of the materials above will incur a labor cost to the tenant at a rate of 15% of the cost of materials. The tenant must sign an undertaking of reimbursement provided for this purpose.

- 8.4. The tenant is responsible for unclogging toilets and sinks and replacing the toilet seat and/or hardware materials. If required, tenants may borrow necessary materials (e.g. toilet auger) from the Housing Department to unclog a toilet. However, if the tenant requires a maintenance person, an amount of \$50.00 will be charged for the service.
- 8.5. The tenant must notify Kebaowek within a reasonable time, of any major defect or deterioration of the housing unit. Any negligence on the part of the tenant will make him/her responsible for the damage.
- 8.6. Tenants must allow a maintenance worker access to the rental unit to carry out any repairs to the premises that are deemed necessary; a written notice by the Housing Administrator must be provided to the tenant at least 24 hours in advance, with the exception of emergency situations.
- 8.7. When an emergency repair is required (e.g. due to flood, fire, water leak, etc), the tenant must immediately contact the Housing Administrator to ensure necessary repairs are made.
- 8.8. The tenant will be held financially responsible for any repairs or replacement of materials required due to neglect or improper maintenance by any of the occupants/visitors of the premises (e.g. vandalism, destruction of property by people or pets).
- 8.9. KFN will manage and cover the expenses of repairs to rental units by unforeseen circumstances (e.g. storm damage, flooding, etc) as soon as possible after the damage occurs. Every effort will be made to secure a maintenance person within a reasonable delay.
- 8.10. In the event a tenant, on their own initiative, hires an independent contractor to repair damages to the rental unit, he/she will be responsible for all costs associated with this service. Kebaowek will not make reimbursements to repairs that were not previously approved by the Housing Administrator.

9. Modifications to the Rental Unit

- 9.1. The tenant is not permitted to make major modifications to the rental unit or surrounding lot, which includes renovations and/or construction.

10. Vacating the Rental Unit

- 10.1. When leaving the rental unit, the Tenant must leave the premises, along with all contents that belong to KFN, in clean and good condition.

11. Right to refuse occupancy

KFN reserves the right to refuse occupancy for the following reasons:

- 11.1. KFN determines there is insufficient space within the rental unit;
- 11.2. KFN has reasonable grounds to believe an occupant may either tolerate or engage in illegal activity while on the premises;
- 11.3. Kebaowek has reasonable grounds to believe the occupant will not comply with Rules and Regulations as outlined within the Rental Agreement, specifically Schedule A.

PART H: ATTACHMENTS

1. *Kebaowek First Nation – Kipawa Rental Agreement*

PART I: REFERENCES

1. Kebaowek First Nation – Kipawa Rental Agreement
2. Code of Civil Procedure, article 553, paragraph 11 (Re: Deductions at Source)

PART I: MODIFICATION AND AMMENDMENT

1. This policy may be modified, amended or repealed at any time by a Band Council Resolution from Kebaowek.
2. This policy must be reviewed and amended if required in October 2018.

Rental Agreement

Kebaowek First Nation - Kipawa

RENTAL AGREEMENT

BETWEEN:

“KEBAOWEK”

KEBAOWEK FIRST NATION

110 OGIMA STREET

KEBAOWEK, QUEBEC

J0Z 3R1,

**as represented by a quorum of its Chief
and Council and by its Housing Officer, as
authorized by the decision of a majority of
its elected Council taken at a meeting duly
convened**

AND "THE TENANT"

NAME

ADDRESS

06500

BAND NO.

WHEREAS the Tenant is a member of Kebaowek First Nation – Kipawa;

WHEREAS the Tenant has applied to Kebaowek for housing on reserve;

WHEREAS the parties acknowledge that the current Agreement is not governed by the Special rules respecting leases of dwellings, being Division IV of Chapter IV of Title Two of Book Two of the *Civil Code of Quebec*;

WHEREAS the parties acknowledge that the Régie du logement (the Quebec rental board) does not have jurisdiction to decide disputes arising from this Agreement or the validity of this Agreement;

WHEREAS the parties agree to register this Agreement with the Indian Lands Registry (ILR);

THE PARTIES AGREE TO THE FOLLOWING:

A. DESCRIPTION OF PREMISES

In accordance with the terms and conditions of this Agreement, the Tenant will occupy the following premises, located on _____, namely, a finished apartment with fixtures including finished walls, floors, kitchen cabinets, heating, plumbing, electrical wiring and bathroom fixtures:

B. TERM

This Lease is made on a year-to-year basis, commencing on the 1st day of July, 2017, and continuing thereafter from month to month until such time as terminated by either party.

C. OCCUPANTS

In addition to the Tenant, the following person intends to occupy the premises:

An occupant of the premises, other than the Tenant, has no rights under the present Agreement and the Tenant remains at all times responsible for acts of the occupant.

The Tenant must notify Kebaowek in writing if the listed occupant(s) ceases to occupy the premises.

The Tenant must notify Kebaowek in writing and obtain its written permission before any other occupant may reside regularly with the Tenant in the premises.

Kebaowek reserves the right to refuse to allow an occupant to reside with the Tenant if:

- a) Kebaowek determines there is insufficient space for the occupant(s);
- b) Kebaowek has a reasonable apprehension that the person may engage in or permit illegal activity on the premises;
- c) Kebaowek has a reasonable apprehension that the person will not comply with the obligations in the Rules and Regulations in Schedule "A" of this Agreement, as from time to time amended.

D. NO RIGHT TO LEGAL POSSESSION OF PREMISES

Nothing in this Agreement is to be construed as providing the Tenant with the right to legal possession of reserve land within the meaning of the *Indian Act*, which remains at all times with Kebaowek.

E. NO TRANSFER

This Agreement is not be transferable.

F. RENT

1. AMOUNT

The Tenant will pay monthly rent in the amount of Four Hundred dollars (\$400.00) to Kebaowek at the Council office on the first day of each month by noon, commencing in the month of July this Agreement comes into force.

The monthly rent shall remain in effect until the end of the twelfth month after this Agreement comes into force, after which the new monthly rent in each and every year shall be as determined by Kebaowek, upon prior written notice to the Tenant. The Tenant agrees to pay the new monthly rent whose amount shall form part of this Agreement.

Kebaowek shall provide the Tenant with written notice of an increase in the rent at least 30 days before this increase takes effect by providing notice in the manner set out in this Agreement.

2. PAYMENT

Any payments made by the Tenant shall be applied:

- a) firstly, to interest owing on rent past due or on any other amount owing by the Tenant; to any outstanding rental arrears, including rent that would have been due if incorrect or misleading information had not been provided by the Tenant;
- b) secondly, to the current monthly rent;
- c) thirdly, to any outstanding amounts owing for payments made by Kebaowek for or in place of the Tenant;
- d) fourthly, for any fee, expense or cost incurred by Kebaowek as provided for under this Agreement.

3. SERVICES INCLUDED

The amount of rent paid by the Tenant shall include the cost of water, sewage, garbage collection in accordance with the Rules and Regulations in Schedule "A" of this Agreement, as from time to time amended.

4. OTHER AMOUNTS OWED

The following amounts shall be deemed to form part of the rent and shall be deemed amounts owing by the Tenant as they become due:

- a) the rent;
- b) all payments made by Kebaowek for or in place of the Tenant, including for insurance coverage, utilities, repairs or other expenses which are the responsibility of the Tenant under this Agreement, whether made before or after termination of the Agreement;
- c) any fee, expense or cost incurred by Kebaowek to a bank or other financial institution as a result of an irregularity with the Tenant's cheque or money order;
- d) interest owing on rent past due and on payments made by Kebaowek for or in place of the Tenant in accordance with b) above;
- e) judicial and extra-judicial costs incurred by Kebaowek for the collection of amounts owing under this Agreement.

G. TENANT'S OBLIGATIONS - THE TENANT UNDERTAKES AS FOLLOWS:

1. **RENT** – The Tenant shall pay rent on the due date to Kebaowek by cash, cheque, money order or deduction at source.
2. **DEDUCTIONS AT SOURCE** – If at any time the Tenant receives social assistance, he hereby authorizes Kebaowek to deduct the rent owing from his social assistance, including any arrears.

If at any time the Tenant is an employee of the Council of Kebaowek First Nation – Kipawa, he hereby authorizes Kebaowek to deduct the rent owing from his salary or wages as they arise, including any arrears.

Deductions at source from social assistance or wages made by Kebaowek shall respect the formula set out in article 553, paragraph 11, of the *Code of Civil Procedure*, as from time to time amended, included in Schedule “B” of this Agreement, as if they were wages subject to the provision, unless Kebaowek has grounds to believe that recovery of its debt may be in jeopardy.

3. **INSURANCE FOR LIABILITY AND MOVEABLE PROPERTY** – The Tenant shall insure against the liability of all occupants on the premise and shall insure all moveable property kept on the premises at its full insurable value, at the Tenant's expense, against loss, theft or damages due to fire and other risks and hazards.

The Tenant must provide Kebaowek with a copy of the Tenant's valid insurance policy prior to occupying the premises and must provide proof that a policy remains in force every year or upon the request by Kebaowek.

If the Tenant fails to insure the premises or fails to renew the insurance policy during the term of this Agreement, Kebaowek reserves the right to repossess the premises and evict the Tenant.

At no time is Kebaowek liable for damage caused to the premises by the fault of any occupant, including the Tenant, or visitor to the premises.

4. **MAINTENANCE AND REPAIR** – The Tenant shall keep the premises clean and in good repair. The Tenant shall notify Kebaowek if the premise requires maintenance and repair in accordance with the obligations set out in the Rules and Regulations attached to this Agreement in Schedule “A,” as from time to time amended.

The Tenant is not permitted to carry out any repair, renovation, construction or modification to the premises or to any part of the surrounding lot.

When vacating, the Tenant must leave the premises and all equipment therein which belongs to Kebaowek in a clean and good condition.

5. **NOTICE TO KEBAOWEK** – The Tenant shall inform Kebaowek in writing, by delivering a copy to a representative’s office in person, by mail or by electronic mail:
- a) if the Tenant ceases to occupy, vacates or abandons the premises;
 - b) if the Tenant intends to terminate this Agreement.
6. **ACCESS** – The Tenant shall allow Kebaowek or a representative thereof to carry out those repairs to the premises it deems necessary.
7. **INSPECTIONS** – The Tenant shall permit Kebaowek to inspect the premises under this Agreement at any time providing 24 hours’ written notice has been given unless there is an emergency circumstance, in which case no notice is necessary.

Kebaowek may conduct two (2) inspections throughout the year at a date and time to be agreed upon with the Tenant no less than ten (10) days in advance.

8. **USE OF PREMISES** – The Tenant shall use and occupy the premises as a private residence and:
- a) shall not interfere with the quality of life of the Tenant’s neighbours or disturb their enjoyment of their own dwellings;
 - b) shall not conduct any business on the premises;
 - c) shall not conduct industrial or manufacturing activity on the premises.
 - d) Shall not otherwise create a situation of overcrowding on the premises, which, in the circumstances, includes any additional occupant over 12 months of age.
9. **NO ILLEGAL ACTIVITY** – The Tenant shall refrain from engaging in or allowing any illegal activity from occurring on the premises on pain of immediate termination of this Agreement and repossession of the premises by Kebaowek.

10. **NO SUBLETTING** – The Tenant shall not sublet the premises

11. **LAWS, RULES & REGULATIONS** – The Tenant shall comply with all applicable law and with the Rules and Regulations which are attached as Schedule "A" and form part of this Agreement, as from time to time amended, upon notice to the Tenant, as Kebaowek deems necessary for the safety, care and good order of the premises. The Tenant shall ensure compliance by all occupants and visitors.

H. KEBAOWEK FIRST NATION'S OBLIGATIONS – KEBAOWEK UNDERTAKES:

1. **QUIET ENJOYMENT** – To allow the Tenant quiet enjoyment of the premises.
2. **SERVICES** – To provide the following services to the Tenant:
 - a) water, sewer, garbage collection in accordance with the Rules and Regulations in Schedule “A” of this Agreement, as from time to time amended;
 - b) insurance for the building only;
 - c) maintenance of the grounds adjacent to the premises,
 - d) maintenance and repair as deemed necessary by Kebaowek.
3. **NOTICE TO TENANT** – To provide notice in writing to the Tenant where required by this Agreement in one or more of the following methods:
 - a) by sending such notice by mail to the address where the Tenant resides,
 - b) by electronic mail to the last address provided by the Tenant,
 - c) by delivering it in person to the Tenant or to an adult person who appears to reside with the Tenant or
 - d) by posting notice in a conspicuous place on the premises.

I. PROVISIONS RESPECTING BREACH OF THE AGREEMENT

1. **BREACH OF OBLIGATIONS** – If either Kebaowek or the Tenant is in breach of any obligation in this Agreement (except in the case of abandonment), the other party shall, prior to taking any other action, notify the defaulting party in writing of the breach and require that the default be remedied.

If the defaulting party fails to remedy the breach within the time period provided for in this Agreement or, where no time period is provided, within a reasonable time, the other party may take steps to

- a) terminate the Agreement and/or
 - b) obtain such other relief or redress as authorized by this Agreement or by any applicable law.
2. **ABANDONMENT (You have not resided in the apartment for 45 days.) OR ATTEMPT TO TRANSFER** – Should the Tenant vacate, abandon or fail to occupy the premises without having given proper notice to Kebaowek, including by attempting to transfer his rights without respecting the provisions of this Agreement:
 - a) in that case, Kebaowek may at any time thereafter without notice or demand re-enter and re-possess the premises for any purpose it may see fit;
 - b) the whole without prejudice to its right to claim damages against the Tenant for unpaid rent or other losses or damages suffered by Kebaowek; and

c) any abandoned furniture and personal effects found on the premises may be removed and disposed of as Kebaowek sees fit.

3. **INTEREST** – Interest shall accrue on any amounts owed to Kebaowek by the Tenant after 30 days of non-payment at the Royal Bank of Canada prime rate of interest plus two per cent (2 %) annually, compounded monthly, until such time as the sums owing have been repaid to Kebaowek. However, Kebaowek reserves the right to waive collection of such interest.
4. **INCORRECT INFORMATION** – In the case of any materially false or misleading information provided by the Tenant in the housing application or any subsequent document signed by him or in any subsequent statement signed by him or on his behalf, Kebaowek may terminate this Agreement.
5. **NON-WAIVER** – No failure to act by Kebaowek upon any breach of this Agreement or of any Kebaowek First Nation – Kipawa regulation or bylaw shall be considered to be a waiver of such Agreement, regulation or bylaw or of any subsequent breach of any Agreement, regulation or bylaw.

J. PROVISIONS RESPECTING THE TERMINATION OF THE AGREEMENT

1. **TERMINATION** – Either party may terminate this Agreement by providing 30 days written notice to the other party in the manner provided for in this Agreement. The Tenant, or in the case of his death, his heirs and assigns and the executors and administrators of his estate, remain liable to Kebaowek for all rent, other amounts and interest owed.
2. **EFFECTIVE TERMINATION DATE** – The Agreement is effectively terminated, and the Tenant and any occupant residing with him shall no longer occupy the premises, within 30 days of the date of the notice of termination, or as otherwise agreed upon by the parties, subject to the Tenant’s obligation to pay any outstanding amounts owed to Kebaowek in accordance with this Agreement.
3. **SHOWING PREMISES** – If this Agreement is to be terminated, the Tenant must permit Kebaowek at all reasonable times during the last month of his occupancy to show the premises to any prospective Tenant.
4. **VACATING THE PREMISES** – Upon vacating the premises at the termination of this Agreement, the Tenant shall ensure, at his own expense, that the premises is in the same state of repair and cleanliness as it was when he first moved in.
5. **INSPECTION UPON TERMINATION** – Kebaowek reserves the right to conduct an inspection of the premises within a reasonable period following the effective termination date. Kebaowek also reserves the right to charge the Tenant for any cleaning, repairs, modifications or restorations it deems necessary to undertake as a result of the Tenant’s failure to fulfil his obligations in this respect.

6. **FIXTURES** – If any items were removed and replaced in the dwelling, the original fixtures must be restored upon termination of this Agreement (ex. fans, lights, etc.) or their replacements left in the dwelling, provided however that the replacements must be of at least equivalent value.
7. **TERMINATION UPON DEATH** – This Agreement terminates upon the Tenant’s death.
8. **TERMINATION IN THE EVENT OF OVERCROWDING** – Kebaowek reserves the right to terminate this Agreement if the grounds on which Tenant was entitled to special housing or the situation that the special housing was supposed to remedy cease to exist, such as if the Tenant permits the premises to become overcrowded.
9. **KEBAOWEK FIRST NATION defines overcrowding as insufficient bedrooms for the number of occupants living in the house/apartment.** As referred to in the sub-paragraph G8d above, in the circumstances of the present housing unit, it refers to any occupant over 12 months in addition to the Tenant and , as the case may be, his/her conjugal partner.

K. GENERAL PROVISIONS

1. **SEVERABILITY** – If any provision of this agreement in whole or in part is construed as illegal, invalid or unenforceable under or inconsistent with the provisions of any applicable law, then such provision shall be construed as not to apply to the extent that it is illegal, invalid, unenforceable or inconsistent or would prevent Kebaowek from obtaining the rent, interest and other amounts owed to it under this Agreement. The other provisions of this agreement will continue in full force and effect as if this illegal, invalid, unenforceable or inconsistent provision did not exist.
2. **RULES AND REGULATIONS** – The Rules & Regulations applicable to occupancy of the premises form part of this Agreement and shall be found in Schedule “A”. Kebaowek reserves the right to make amendments to these Rules and Regulations from time to time, upon notice to the Tenant that in its judgment may be necessary for the safety, care and good order of the premises. The Tenant agrees to be bound by any such amendments, which form part of this Agreement.
3. **COPY OF THE AGREEMENT** – Kebaowek must sign a copy of the Agreement and provide the Tenant with ten (10) days to sign it if the Tenant agrees to its terms. The Tenant will then receive a copy of the Agreement signed by both parties.
4. **WHOLE AGREEMENT** – This Agreement, including its schedules, constitutes the whole agreement between the parties, subject to the attached Rules and Regulations as from time to time amended.

This Agreement replaces all previous agreements between the parties concerning the premises.

5. **LANGUAGE** – The Tenant and Kebaowek agree and request that the present Agreement and all accompanying documents be written in English. All notices must be given in writing in the same language as this Agreement.

Le locataire et la Première nation conviennent et demandent que la présente entente et tous les documents qui s’y rattachent soient rédigés en anglais. Tous les avis doivent être rédigés dans la même langue que cette entente.

6. **INTERPRETATION** – In this Agreement, any use of the masculine gender includes the feminine gender and any use of the feminine includes the masculine.

- 7. **JOINT AND SOLIDARY NATURE OF TENANT’S OBLIGATIONS** – The "Tenant" includes each Tenant, his heirs and assigns and the executors and administrators of his estate. All rights and obligations in this Agreement shall be construed as being both joint and solidary, meaning each Tenant is responsible to Kebaowek for his own default and for that of all other Tenants.

- 8. **LIABILITY** – Kebaowek is not liable for any loss of property or personal injury sustained by the Tenant, an occupant or a visitor to the premises, unless such a loss is caused by the fault of Kebaowek or by the fault of one of its representatives in the course of his or her professional functions.

SIGNED AT KEBAOWEK – KIPAWA THIS ___ DAY OF _____, 20__

KEBAOWEK FIRST NATION

PER:

CHIEF

COUNCILLOR

COUNCILLOR

HOUSING OFFICER

TENANT

TENANT

DUPLICATE – The Tenant hereby acknowledges receiving a duplicate copy of this Agreement.

TENANT

TENANT



HOUSING POLICY – BUILD ON YOUR OWN

Policy Adopted by Chief & Council

Policy Updated

PART A: POLICY STATEMENT

Kebaowek First Nation (KFN) assists community members to obtain a loan guarantee (Suretyship) for the construction of a new home or acquisition of an existing house.

PART B: PURPOSE

The aim of the Housing Policy - Build on Your Own Policy is to define standards, rules and guidelines that should apply in relation to obtaining a loan for the purpose of private home ownership.

PART C: SCOPE

1. This policy applies to all prospective or actual homes located within the boundaries of the territory served by KFN. This program can be offered as long as KFN prioritizes this type of project in its annual budget planning.
2. The loan guarantee is in addition to other financial benefits granted under aid programs for housing without exceeding the maximum. KFN authorizes a loan guarantee up to a maximum of \$150,000.00 per project.

PART E: ELIGIBILITY

In order to be considered for the Build On Your Own Housing Program, an individual must:

1. Be a registered member of the Kebaowek First Nation band;
2. Be at least 18 years of age or older;
3. Be approved from a financial institution for a personal loan related to housing;
4. Demonstrate to Kebaowek the he/she is able to meet project commitments which includes having suitable employment to meet financial obligations and have good credit;
5. Provide a complete and accurate application form to the Housing Administrator.
6. A client who will receive a certificate of ownership, through a BCR, once he/she has fulfilled all financial obligations with the financial institution.

PART F: RESPONSIBILITY

Client Responsibility

1. Every client is required to read, sign and comply with the terms of the housing agreement before construction begins;
2. The client must meet National Building Codes when constructing or renovating their home and will allow for inspections by the Housing Department to ensure the project meets the minimum standards.
3. The client assumes all financial obligations related to the housing project.
 - 3.1. The client must make all loan payments on time and in the full amount due to the financial institution.
4. The client maintains home insurance on the dwelling against loss or damage due to fire and other risks/hazards for the duration of the loan period.
5. The client pays the community user fees for water and sanitation services.
6. The client must maintain the house and keep it in good repair.

PART G: PROCEDURES

1. *Application Process*

- 1.1. Clients must meet with the Housing Administrator in order to complete the Mortgage Application process;
- 1.2. Clients must provide the following documentation to the Housing Administrator:
 - 1.2.1. Photocopy of two valid pieces of photo identification
 - 1.2.2. Proof of Income

More than 12 months with the same employer:

- T4 statement from previous year
- 2 recent pay stubs

Less than 12 months with the same employer:

- A recent pay stub
- A letter from employer confirming job salary and permanence of the employee

- 1.3. Clients who choose to build on their own privately or with an independent contractor, without the services of the Housing construction workers, the client must provide a complete budget of ALL housing costs to the Housing Administrator **before construction commences**.
- 1.4. Consideration for final approval will only be made by Chief & Council once the client has been approved from the financial institution.
- 1.5. KFN will guarantee the loan once the home owner has been able to provide the approval for the loan from the financial institution and all obligations are met.
- 1.6. KFN will ONLY guarantee loans for the amount of the appraisal.
- 1.7. KFN will NOT guarantee a loan for 2 mortgages for the same person at the same time

2. Financial Obligations

- 2.1. A client must be able to provide a minimum down payment of 5% of the total project cost.
- 2.2. KFN can assume the maximum amount of \$150,000 loan from a financial institution.
- 2.3. To be eligible for an endorsement from KFN, the client must obtain consent of the financial institution and shall not exceed a debt ratio of 40% of his annual revenues or, where applicable, the annual family income including loan payments and contributions or land charges (garbage, water, etc.).
- 2.4. The maximum amortization period for a guaranteed loan with a financial institution is twenty-five (25) years.

3. Selection of Sites

- 3.1. KFN reserves the right to designate specific lots for the exclusive use of capital/community buildings in accordance with the community's development plan. Designated lots will not be made available to prospective home owners.
- 3.2. KFN has a selection of lots intended for residential construction and serviced by utilities. The client may be able to choose from among the available lots for their housing project.
- 3.3. The client must provide a written request to the Housing Administrator for the desired lot.
- 3.4. If a specific lot is requested by more than one client, priority will be accorded to the first individual who showed interest in the lot by written request with the Housing Administrator.
- 3.5. Home owners must respect the size of designated lots and ensure that construction of the home as well as other structures (eg. Car ports, sheds, etc) are within the designated boundaries.

3.6. Once a lot has been selected, the client has 90 days in which to begin construction. If construction does not begin after the 90 day period, Kebaowek reserves the right to allocate the lot to other band member.

4. Construction Timeframes

- 4.1. Construction of a house must be completed within a 1 year period, or less.
- 4.2. If a house is not 100% completed within the period of 1 year, Kebaowek reserves the right to ensure the completion occurs at the client's expense.
- 4.3. If a home builder is not able to complete the home within a 1 year period for a justified reason, the home builder must formally request an extension in writing with the Housing Administrator. A grace period *may* be extended with a re-signed promissory note (agreement). This type of circumstance will be dealt with on a case by case basis.

5. Housing Specifications

- 5.1. Every house must be built according to Building Code of Canada standards.
- 5.2. Houses must be in the same fashion as other houses within Kebaowek community.
- 5.3. Houses must be at least 30 feet from the water main.

6. Certificate of Ownership

A certificate of ownership will be granted to the client by means of a Band Council Resolution and will only occur after all financial obligations with the Institution are met.

7. Building Inspections

- 7.1. The Housing Administrator will assign a house inspector to carry out an inspection after each stage of the construction:
 - a) Excavation
 - b) Foundation
 - c) Framing
 - d) Electrical
 - e) Plumbing
 - f) 100% House Completion
- 7.2. If the home owner fails two (2) house inspections with the House Inspector, KFN reserves the right to complete the rest of the build using construction workers from the Housing Department at the home owner's expense.

8. Rental Unit within the Dwelling

8.1. Clients may choose to incorporate a rental unit within their construction project. However, a client may only rent their unit to a registered Kebaowek First Nation member.

9. Insurance

The client must provide proof that he has a fire insurance covering the dwelling unit to the Housing Administrator.

10. Selling the home

10.1. Kebaowek First Nation is NOT obligated to purchase homes from any home owner; however, they do reserve the right to be the first buyer at the appraisal price as quoted by the Housing inspector.

10.2. Homes may only be sold to other registered Kebaowek band members.

11. Use of default

11.1. In case of non-payment of loan or any other amounts due, KEBAOWEK will use the specific clauses for recovering of each convention and the following procedures:

Step 1: Reminder Letter to the occupant (Deadline 30 days)

Step 2: Formal notice by counsel; (Deadline 15 days)

Step 3: Legal action to recover arrears and / or termination of this Agreement, if applicable;

Step 4: Run judgment and expulsion, if necessary.

11.2. Given the peculiarity of the program, the financial institution has permission to fully implement the article provided within the loan agreement signed by the client and will prevail Kebaowek's clauses for recovery.

12. Separation and Divorce

12.1. Provisional Federal Rules under the *Family Homes on Reserves and Matrimonial Interests or Right Act* apply within Kebaowek First Nation.

Under this Act:

12.1.1. One spouse or common-law partner could apply to the Family Court to remain in the family home. The other could be required to leave the family home and not return for a fixed period of time.

This is referred to as an Exclusive Occupation Order and does not change who holds a right or interest in the family home.

12.1.2. Each spouse or common law partner can also apply for half the value of the family home and share in the value of other structures and/or land the family holds on reserve, which is referred to as Application for Division.

13. Death and Succession

13.1. Provisional Federal Rules under the *Family Homes on Reserves and Matrimonial Interests or Right Act* apply within Kebaowek First Nation.

Under this Act:

- 13.1.1. When a spouse or common-law partner dies, the survivor may continue to live in the family home for a period of 180 days
- 13.1.2. The spouse or common-law partner may apply to the court to remain in the family home for a further period of time. This Exclusive Occupation Order does not prevent an executor or administrator of an estate from transferring the right or interest to a beneficiary under the will.
- 13.1.3. The surviving member may also choose to apply for half the value of the family home and share in the value of other structures and/or land the family holds on reserve.
- 13.1.4. A surviving spouse or common-law partner may choose to inherit under 1) the will; 2) if there is no will, under the estates section of the *Indian Act* or 3) under section 34 of the *Family Homes on Reserves and Matrimonial Interests or Right Act*.

PART H: ATTACHMENTS

- 1. *Agreement to Obtain the Guarantee (Suretyship) of Kebaowek First Nation - Kipawa for a Housing Loan*
- 2. *Family Homes on Reserves and Matrimonial Interests or Rights Act (FNRMIRA)*

PART I: MODIFICATION AND AMMENDMENT

- 1. This policy may be modified, amended or repealed at any time by a Band Council Resolution from Kebaowek.
- 2. This policy must be reviewed and amended if required in October 2018.

**ANNEX 1: AGREEMENT TO OBTAIN THE GUARANTEE OF KEBAOWEK
FIRST NATION – KIPAWA FOR A HOUSING LOAN**

**Agreement to Obtain the
Guarantee (Suretyship) of
Kebaowek First Nation – Kipawa
for a Housing Loan**

**AGREEMENT TO OBTAIN THE
GUARANTEE (SURETYSHIP) FOR
KEBAOWEK FIRST NATION FOR A
HOUSING LOAN**

BETWEEN:

“KEBAOWEK”

**KEBAOWEK FIRST NATION –
KIPAWA**

P.O. BOX 756

TEMISCAMING, QUEBEC

J0Z 3R0,

**as represented by Chief and Council and
its Housing Administrator as authorized
by the decision of a majority its elected
Council taken at a meeting duly convened**

AND "THE BORROWER"

NAME

ADDRESS

BAND NUMBER

WHEREAS the Borrower is a member of Kebaowek First Nation – Kipawa;

WHEREAS the Borrower has applied for a personal loan directly with a financial institution related to

housing on reserve;

WHEREAS the Borrower requires Kebaowek First Nation – Kipawa to act as guarantor in order to obtain the loan;

THE PARTIES agree to the following:

L. PURPOSE OF AGREEMENT

By this Agreement, the Borrower seeks to obtain a guarantee (or suretyship) from Kebaowek for a loan in the Borrower’s name from _____ (“the Lender”) for acquisition, construction or renovation of residential housing (“the house”) on lot # _____ located at _____ (“the premises”).

M. TYPE OF HOUSING PROJECT

The housing loan is intended to finance

- the construction or renovation of the house on the premises; or
- the acquisition of an existing house on the premises.

N. LOAN

The Lender has approved granting a loan to the Borrower for a principal amount of _____ dollars (\$ _____) with an initial interest rate of _____ % calculated semi-annually, which the Borrower agrees to repay to the Lender over an amortization period of _____ months in accordance with the terms and conditions of the Borrower’s agreement with the Lender (“Loan Agreement”), on the condition that Kebaowek guarantees to the Lender that it shall perform the Borrower’s obligations in the event that the Borrower does not perform them, as set out in the Loan Agreement and the agreement between the Lender and Kebaowek as Guarantor (“Guarantee of Claim”).

O. BORROWER’S OBLIGATIONS - THE BORROWER UNDERTAKES AS FOLLOWS:

- 3. **REPAYMENT ON TIME** – To perform his obligations under the Loan Agreement (including any related amendments made in accordance with the Loan Agreement) in full, including making his loan

payments to the Lender on time and in the full amount due.

4. **INSURANCE** – To insure the house and keep it insured at its full insurable value, at the Borrower’s expense, against losses or damages due to fire and other risks and hazards until such time as the Borrower has performed all obligations due to the Lender under the Loan Agreement, including repaying the loan in full.

The Borrower must provide Kebaowek with a copy of the Borrower’s valid insurance policy in advance of Kebaowek providing any guarantee to the Lender. The Borrower must also provide Kebaowek with proof that the policy has been renewed or replaced at least thirty (30) days before the expiry of said policy.

If Borrower fails to insure the house or fails to renew its housing insurance policy while any balance of the loan remains outstanding, Kebaowek reserves the right to repossess the house and evict the Borrower.

5. **USER FEES** – To pay monthly user fees for water and sanitation services provided by Kebaowek in accordance with the Rules and Regulations attached to this agreement, as from time to time amended.

Where Kebaowek guarantees a loan for the construction of a house, water user fees are calculated once the house’s water pipes are connected to Kebaowek’s water main.

User fees may be adjusted at any time by Kebaowek to account for an increase in public services costs. Kebaowek shall transmit to the Borrower a written notice at least thirty (30) days before the implementation of an increase in user fees.

6. **MAINTENANCE & REPAIR** – To keep the house clean and in good repair. The Borrower is responsible for all maintenance and repairs to the house, which must meet the health, safety and other standards required by law and shall conform in quality of workmanship and materials to the rest of the house.

More explicit maintenance obligations are provided in the Rules and Regulations, as from time to time amended, which form part of this agreement.

7. **INSPECTIONS** – To permit Kebaowek to inspect the premises at any time providing 24 hours written notice has been given unless there is an emergency circumstance, in which case no notice is necessary.

Kebaowek shall conduct annual inspections at a date and time to be agreed upon with the Borrower ten (10) days in advance.

For loans obtained for the purpose of construction or renovation of the house, the Borrower must permit Kebaowek to conduct a series of inspections for the purpose of completing inspection reports based on construction milestones set by Kebaowek.

8. **USE OF PREMISES** – To use and occupy the premises as a private residence and:

- i) not to interfere with the quality of life of the Borrower's neighbours or disturb their enjoyment of

their own dwellings;

- ii) not to conduct any business on the premises without providing Kebaowek with at least 30 days' notice and obtaining approval, or the applicable permits, if any;
- iii) not to conduct industrial or manufacturing activity on the premises.

9. **NO ILLEGAL ACTIVITY** - To refrain from engaging in or allowing any illegal activity from occurring on the premises on pain of immediate termination of this Agreement and repossession of the premises by Kebaowek.
10. **NO LEASING** – Not to lease this premises during the term of this Agreement, **EXCEPT** with the prior permission in writing of Kebaowek and provided that the premises may in no case be leased to any person who is not a member of Kebaowek First Nation – Kipawa. In the event that Kebaowek allows the Borrower to lease the premises during the term of this Agreement, the Borrower remains at all times liable to Kebaowek for all the obligations set out in this Agreement.
11. **CONSTRUCTION** – Where the Borrower has obtained a loan for the construction or renovation of the house, he agrees to comply with the *National Building Code* of Canada and all applicable other standards of construction, health and safety established by law.

Kebaowek requires that the house be constructed in full within one _____ year of the date of the Loan Agreement.

Where the Borrower exceeds his original building budget, Kebaowek _____ shall not guarantee a loan for the Borrower for additional funds.

12. **CONSTRUCTION ADVANCES** – Where the Borrower requires advances on his loan for the construction or renovation of the house, those advances shall be released by the Lender to Kebaowek at Kebaowek's request to be distributed to the Borrower. Kebaowek shall request advances on behalf of the Borrower provided that the results of Kebaowek's inspection report(s) prove that construction of the house can be completed in full within one year of the date of the Loan Agreement.

Kebaowek shall not advance the final 15% of the loan until the Lender has released it to EVFN.

13. **CONTRIBUTIONS TO CONSTRUCTION** – Where Kebaowek contributes its own funds to the construction of the house, the Borrower shall sign an agreement with Kebaowek in which the Borrower undertakes to repay this contribution with interest from the date of expenditure in the event the Borrower seeks to sell the premises.
14. **LAW, RULES & REGULATIONS** – To comply with all applicable law and with the Rules and Regulations which are attached as Schedule "A" to form part of this Agreement, as from time to time amended and to ensure compliance by all occupants and visitors.
15. **COPY OF LOAN AGREEMENT AND AMENDMENTS** – To provide Kebaowek First Nation with a copy of the final Loan Agreement and any subsequent changes to the Loan Agreement.

P. KEBAOWEK'S OBLIGATIONS - KEBAOWEK UNDERTAKES:

- 1) **GUARANTEE** – To guarantee the loan up to the principal amount as stated in clause “C” in accordance with the terms and conditions of the Guarantee of Claim, upon such conditions as contained in the present Agreement.
- 2) **CONDITIONAL OCCUPATION** – To allow the Borrower to occupy the premises provided he complies with the obligations in this agreement. This is not to be construed as an implicit or explicit allotment of legal possession of the premises to the Borrower by Kebaowek, which remains at all times with Kebaowek.
- 3) **SERVICES** – To provide the following services to the Borrower:

Water, sewer and sanitation services for a user fee to be paid by the Borrower in accordance with the Rules and Regulations in Schedule “A” as amended from time to time.

Q. MUTUAL AGREEMENTS - KEBAOWEK AND THE BORROWER MUTUALLY AGREE AS FOLLOWS:

BREACH OF OBLIGATIONS – If the Borrower fails to comply with any obligation contained in this agreement, Kebaowek reserves the right to terminate its guarantee or withhold one or more of its corresponding obligations arising from this agreement.

In the event that the Borrower is in default of his Loan Agreement or in the event that the Borrower does not maintain valid insurance on the house in accordance with the terms and conditions of this agreement, Kebaowek reserves the right to take possession of the premises and pay the balance outstanding on the loan.

Whether or not Kebaowek repossesses the premises, Kebaowek reserves the right to claim from the Borrower any costs, fees, expenses and/or other sums incurred by Kebaowek as a result the Borrower’s failure to comply with his obligations under this agreement, the Loan Agreement or as a result of Kebaowek’s guarantee. Kebaowek may also claim compensation for any injury incurred by it as a result of its role as guarantor/surety.

REPOSSESSION OF THE PREMISES – Where Kebaowek seeks to exercise its right to repossess the premises, it shall provide a written notice requiring the Borrower to deliver up possession of the premises within sixty (60) days of receiving this notice.

Notice may be delivered personally into the hands of the Borrower, given to the Borrower by leaving it with any adult person who is apparently residing with the Borrower, posted in a conspicuous place upon some part of the house or sent by registered mail to the Borrower at the address where he resides.

Kebaowek shall take back the premises without the obligation to return any sum previously received from the Borrower, and without compensation for any repairs, improvements, or additions to the premises by anyone whomsoever.

When vacating, the Borrower must leave the premises and all equipment affixed to it in clean and good condition. Any abandoned furniture and personal effects found on the premises may be removed and disposed of as Kebaowek sees fit.

Where Kebaowek wishes to repossess the premises for re-sale, the Borrower must permit Kebaowek at all reasonable times during the last month of his occupancy to show the premises to any prospective buyer.

INCORRECT INFORMATION – Any materially false or misleading information provided by the Borrower to Kebaowek in the housing application or any subsequent document signed by him or on his behalf may result in immediate termination of this Agreement by Kebaowek.

NON-WAIVER – Any waiver or failure to act by Kebaowek upon any breach of this agreement or any Kebaowek First Nation – Kipawa regulation or bylaw shall not be considered to be a waiver of such agreement, regulation or bylaw or of any subsequent breach of any agreement, regulation or bylaw.

R. SEVERABILITY – If any provision of this agreement in whole or in part is construed as illegal, invalid or unenforceable under or inconsistent with the provisions of any applicable law, then such provision shall be construed as not to apply to the extent that it is illegal, invalid, unenforceable or inconsistent or would prevent Kebaowek from obtaining possession of the premises in the event of the Borrower’s default under the Loan Agreement or if the Borrower does not validly insure the house. The other provisions of this agreement shall continue in full force and effect as if this illegal, invalid, unenforceable or inconsistent provision did not exist.

9. RULES AND REGULATIONS – The Rules & Regulations relevant to the Borrower’s housing loan guarantee form part of this agreement and shall be found in Schedule “A”. Kebaowek reserves the right to make amendments to these Rules and Regulations from time to time by providing notice to the Borrower who agrees to be bound by any changes. Any such amendments form part of this agreement.

S. COPY OF THE AGREEMENT – Kebaowek shall sign a copy of the agreement and provide the Borrower with ten (10) days to sign it if the Borrower agrees to its terms. The Borrower shall then receive a copy of the agreement signed by both parties.

T. LANGUAGE – The Borrower and Kebaowek agree and request that the present agreement and all accompanying documents be written in English. All notices must be given in writing in the same language as this agreement.

Le prêteur et la nation Kebaowek se conviennent et demandent que la présente entente et tous les documents qui s’y rattachent soient rédigés en anglais. Tous les avis devaient être rédigés dans la même langue que cette entente.

U. INTERPRETATION – In this agreement, any use of the masculine gender includes the feminine gender and any use of the feminine includes the masculine.

V. JOINT AND SOLIDARY NATURE OF BORROWER’S OBLIGATIONS – If more than one Borrower is named in this Agreement, "the Borrower" includes each Borrower and the executors and administrators of his estate. All rights and obligations in this agreement shall be construed as being both

joint and solidary, meaning each Borrower is responsible to Kebaowek for his own default and for that of all other Borrowers.

SIGNED AND SEALED AT KEBAOWEK – KIPAWA THIS ____ DAY OF _____, 20____

KEBAOWEK FIRST NATION

PER:

CHIEF

COUNCILLOR

HOUSING ADMINISTRATOR

BORROWER

BORROWER

DUPLICATE – The Borrower hereby acknowledges receiving a duplicate copy of this Agreement.

BORROWER

BORROWER

SCHEDULE "A"

**to the Agreement to Obtain the Guarantee (Suretyship) of Kebaowek First Nation – Kipawa
("Kebaowek") for a Housing Loan obtained by _____ ("the
Borrower")**

**dated the _____ day of _____, 20____ (otherwise known as "the
Agreement"), and forming part of the Agreement.**

RULES AND REGULATIONS FOR HOUSING LOAN GUARANEED BY KEBAOWEK

IN ADDITION TO THOSE OBLIGATIONS OF THE BORROWER SET OUT IN THE AGREEMENT, THE BORROWER IS RESPONSIBLE FOR THE FOLLOWING:

- a) **FUMIGATION** – The furniture, furnishings and personal effects of the Borrower to be brought into the premises shall be in a clean and sanitary condition, and shall be subject to inspection by Kebaowek which may require the Borrower to fumigate these at the Borrower's own expense.
- b) **LOCKS** – No additional locks shall be placed upon any doors or windows of the premises without the written consent of Kebaowek.
- c) **MOVING & DAMAGE** – Any and all damage to the premises caused by the Borrower by moving household furniture and effects either into or out of the premises shall be repaired at the expense of the Borrower.
- d) **SCREENS** – Window screens shall not be removed by the Borrower except for cleaning purposes and shall be replaced immediately thereafter.
- e) **USE OF PLUMBING, GAS & ELECTRICITY** – The plumbing, gas and electrical equipment shall not be used for any purposes other than those for which they were constructed.
- f) **PAYMENT OF HYDRO-ELECTRICITY** – The payment of hydro-electricity remains at all times the responsibility of the Borrower. If, however, Kebaowek finds that the Borrower's failure to pay hydro-electricity threatens to cause damage to the premises, Kebaowek reserves the right to repossess the premises in accordance with the Agreement.
- g) **WIRING** – No additional heating units or electric wiring shall be installed in the premises except with the approval in writing of Kebaowek. The Borrower shall not overload the electric circuit nor use fuses in excess of 15 amperes capacity in the lighting circuits.
- h) **USER FEES** – The Borrower is responsible for paying the monthly user fees for water, sewage and garbage collection to Kebaowek by cash, cheque, money order or deduction at source, as provided for in the Agreement. Said Borrower shall make the payment on the _____ of the month at a rate of
\$ _____ dollars (\$ _____).

- i) **GARBAGE PICK-UP** – The Borrower must have his garbage properly bagged and deposited at the designated area for pick-up **only** on the days set from time to time by Kebaowek.
- j) **WATER DAMAGE** – The Borrower shall be responsible for any loss or damage to the premises resulting from overflow of water or from windows being left open in the premises. Water shall not be left running unless in actual use.
- k) **DISEASE** – The Borrower shall immediately report to Kebaowek or to the appropriate health authority any case of infectious or contagious disease occurring in the premises.
- l) **NOISE** – The Borrower, other occupants and visitors to the premises shall comply with the Kebaowek First Nation Noise By-Law and shall not make or allow to be made any excessive noise on the premises or do anything that will interfere in any way with the comfort of other residents in the area, unless authorized by the applicable laws and by-laws.
- m) **MOVEABLE PROPERTY AND OCCUPIERS' LIABILITY** – The Borrower shall insure against occupier's liability and shall insure all moveable property kept on the premises at its full insurable value, at the Borrower's expense, against loss, theft or damage due to fire and other risks and hazards. Kebaowek shall not be responsible for any loss or damage to such moveable property. Upon vacating the premises, the Borrower shall remove from the premises any moveable property that does not belong to Kebaowek.
- n) **ANIMALS** – The Borrower shall apply to Kebaowek to keep any domesticated animal on the premises and shall remain responsible at all times for any domesticated animal kept on the premises. The Borrower shall comply with all community rules and applicable law respecting domesticated animals in Kebaowek.
- o) **SNOW REMOVAL** – The Borrower is responsible for the removal of ice and snow from the gallery, entries, verandas and other parts of the premises and lot where snow accumulates.
- p) **YARDS & LAWNS** – The Borrower shall keep all areas clean on the lot and shall have a well-kept lawn or garden at all times.
- q) **FIRE HAZARDS** – The Borrower shall refrain from keeping any flammable liquids or materials within or adjacent to the premises, except for small quantities in proper containers as required for normal household use. The Borrower shall not allow any activity in or adjacent to the premises that could create a fire hazard.
- r) **MAINTENANCE & REPAIRS** – Regular maintenance and repair of the premises is the responsibility of the Borrower.

Without limiting the extent of the Borrower's responsibilities, the Borrower is responsible for undertaking and paying for the following:

- replacement and repair of broken doorknobs;
- replacement of broken light bulbs, broken lamps, fuses or broken light fixtures;
- cleaning and repair of eaves trough;
- unplugging of sinks, bathtubs and toilets;

- general service of furnace and other heating devices, including cleaning of chimney;
- general service of hot water tank;
- replacing batteries in smoke detectors;
- replacing caulking around doors, sills, windows, tubs, sinks as required;
- installing weather-stripping on doors and windows;
- minor plumbing such as replacing faucets and seals;
- broken glass on doors and windows;
- pest control;
- other repairs or maintenance works as may be required from time to time by order of Kebaowek.

The Borrower shall notify Kebaowek in writing if any major repairs or modifications of the premises are required, including but not limited to the following:

- replacement and repairs of exterior doors;
- any electrical repairs;
- repair of interior and exterior walls;
- repair of ceilings and floors;
- repair or replacement of the roof or part of the roof;
- repairs or replacement of the furnace or other heating device;
- repairs or replacement of the hot water tank;
- replacement of sinks, faucets, countertops, cabinets, toilets and bathtubs.

- s) **PREVENTION OF MOULD CONTAMINATION** – The Borrower shall carry out all regular maintenance work that can prevent the spreading of mould inside the house, for example:
- use, clean and maintain the mechanical systems (ventilation central system, bathroom fan, range hood, etc.);
 - regularly air each room;
 - repair or cause to be repaired without delay all leakage or water leaks;
 - refrain from storing a large quantity of firewood in the house.
- t) **PAYMENT FOR REPAIR OF DAMAGE CAUSED BY BORROWERS** – The Borrower shall pay for any maintenance or repair to the premises of damage caused by the Borrower’s failure to perform any obligation in the Agreement, including in these Rules and Regulations as may be amended from time to time.

In the event that Kebaowek undertakes maintenance or repairs to the premises on behalf of the Borrower, the cost of these amounts shall constitute instalments owing to Kebaowek by the Borrower in accordance with the Agreement and interest shall accrue on these amounts in accordance with the Agreement.

The Borrower is also responsible for the acts and omissions of those who have access to the Borrower's premises. Payment for repairs of damage includes but is not limited to reimbursement by the Borrower to Kebaowek of any fees, expenses or other amounts due to the insurer for making a claim under an insurance policy insuring the premises.

ANNEX 2: THE FAMILY HOMES ON RESERVES AND MATRIMONIAL INTERESTS OR RIGHTS ACT (FHRMIRA)



HOUSING POLICY – PURCHASE BY INSTALLMENT (RENT TO OWN)

Policy Adopted by Chief & Council

October 23, 2017

Policy Updated

October 23, 2017

PART A: POLICY STATEMENT

Kebaowek First Nation honors all valid agreements made with homeowners through the Purchase by Installment Program.

PART B: PURPOSE

The policy is a grandfather clause policy, the purpose of which is to ensure that the terms and conditions outlined in active *Purchase by Installment Agreements* still apply.

PART C: SCOPE

This policy references the Purchase by Installment Program that was abolished in 2010 by the Housing Committee, and is therefore no longer available for new clients within KFN. However, clients who have benefited from this program in the past have a signed *Agreement of Sale & Purchase by Installment* are included within the scope of this policy.

PART E: ELIGIBILITY

Eligible clients have a signed *Agreement of Sale & Purchase by Installment* (also referred to as Rent-to-Own) with Eagle Village First Nation through the Canadian Mortgage and Housing Corporation (CMHC) previous to 2010.

PART F: RESPONSIBILITY

Both parties, including the client and Kebaowek First Nation, formerly referred to as Eagle Village First Nation (within the Agreements) are responsible for complying with the terms and regulations outlined.

PART G: ATTACHMENTS

1. *Agreement of Sale & Purchase by Installment*

ANNEX 1: AGREEMENT OF SALE AND PURCHASE BY INSTALLMENT

**Agreement of sale and purchase
by instalment**

Kebaowek First Nation - Kipawa

**AGREEMENT OF SALE & PURCHASE
BY INSTALMENT**

BETWEEN:

“KEBAOWEK FIRST NATION”

**KEBAOWEK FIRST NATION –
KIPAWA**

P.O. BOX 756

TEMISCAMING, QUEBEC

J0Z 3R0,

**as represented by a quorum of its Chief
and Council and by its Housing Officer, as
authorized by the decision of a majority of
its elected Council taken at a meeting duly
convened**

AND "THE BUYER"

NAME

ADDRESS

BAND NO.

WHEREAS the Buyer is a member of Kebaowek First Nation – Kipawa;

WHEREAS the Buyer has applied to Kebaowek First Nation- Kipawa to acquire housing on reserve;

WHEREAS the Buyer wishes to obtain a certificate of possession for a lot of reserve land currently held by Kebaowek First Nation-Kipawa; and

WHEREAS the parties acknowledge that the current agreement is not a lease but an agreement of sale and purchase by instalment;

THE PARTIES AGREE TO THE FOLLOWING:

W. DESCRIPTION OF PREMISES

By this Agreement, the Buyer seeks to acquire legal possession of lot # _____ located at

_____ (Canada Lands Survey # _____), including a finished house with fixtures including finished walls, floors, kitchen cabinets, heating, plumbing, electrical wiring and bathroom fixtures.

Landscaping: _____

X. TYPE OF HOUSING PROGRAM

This Agreement applies to one of the three following programs used to finance the construction, renovation or acquisition of housing on reserve:

the Canadian Mortgage and Housing Corporation (CMHC)'s non-profit housing program as of 1997 ("CMHC Housing Post-1997");

CMHC's non-profit housing program prior to 1997 ("CMHC Housing Pre-1997"); or

Y. TERM

The term of the agreement shall be for _____ years, from the _____ day of _____ 20____ to the _____ day of _____ 20____, over which time the Buyer shall pay the purchase price to Kebaowek First Nation in monthly instalments. If the Buyer fails to pay a monthly instalment or any other sum owed to Kebaowek First Nation as a result of this Agreement, including interest, the term of sale shall be extended by a period corresponding to the amount owing, subject to Kebaowek First Nation's right to exercise any other rights and recourses, including terminating the Agreement.

Z. RIGHT TO LEGAL POSSESSION OF PREMISES

If, at the end of the term, the Buyer has fulfilled his obligations to Kebaowek First Nation, including paying the full purchase price, Kebaowek First Nation shall allot to him legal possession of the land by way of a Certificate of Possession (CP) registered with the Indian Lands Registry (ILR), subject to approval by the Minister of Indian Affairs. Until the Minister approves the allotment, Kebaowek First Nation retains the right to lawful possession of the premises within the meaning of the *Indian Act*.

AA. TRANSFER WITH PERMISSION

1. GENERAL

The Buyer or his estate may at any time before expiry of the term, but before a CP has been issued, transfer his rights under this Agreement to another member of the Band, but only upon notice and with Kebaowek First Nation's permission, which shall not be denied except for valid grounds.

No transfer shall be made to any person who is not a member of Kebaowek First Nation – Kipawa and under no circumstances shall continued occupancy of the premises by a person who is not a member of the Band or not named as a Buyer transfer to that person the right to obtain legal possession in accordance with this Agreement.

No transfer of a Buyer's rights and obligations under this Agreement shall be deemed to have occurred unless the person to whom the transfer is made has agreed in writing to be bound by this Agreement.

The person who accedes to the Buyer's rights and obligations shall pay a transfer agreement fee as established by the Council of Kebaowek First Nation - Kipawa.

2. RIGHT OF FIRST REFUSAL

In the case of a proposed transfer for any reason other than death or family breakdown, Kebaowek First Nation shall have the right of first refusal, to be exercised after receiving notice of a proposed transfer, and may terminate this Agreement in return for payment to the Buyer of an amount determined by an independent appraiser.

3. CONSTRUCTION CONTRIBUTION

Where Kebaowek First Nation contributes its own funds to the construction of the house, the Buyer shall undertake in writing to repay this contribution to Kebaowek First Nation, with interest from the date of expenditure, if he seeks to sell the premises before having paid the full purchase price of the premises.

4. GROUNDS TO DENY TRANSFER

In all cases and notwithstanding any other provision of this Agreement, Kebaowek First Nation reserves the right to refuse to transfer the rights and obligations of this Agreement to any person it considers unfit to fulfill the terms and conditions of this Agreement for reasons, including that:

- d) the person cannot provide evidence that he is able to pay the instalment and user fees on a regular basis;
- e) Kebaowek First Nation has a reasonable apprehension that the person may engage in or permit

illegal activity on the premises.

5. NO TRANSFER UPON BANKRUPTCY

Kebaowek First Nation reserves the right to terminate this Agreement if the Buyer commits an act of bankruptcy within the meaning of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, or if a receiver of the Buyer's property is appointed. No trustee or receiver of the Buyer's property or person claiming any interest in the Buyer's property pursuant to any bankruptcy assignment, pledge or security shall benefit from any right in or to the premises under this Agreement.

6. TRANSFER TO MORE THAN ONE PERSON

If Kebaowek First Nation consents to the transfer of the Buyer's rights and obligations under this Agreement to more than one person, they shall be taken to agree that in the event of a dispute between them which makes administration of the premises or compliance with the terms of this Agreement difficult or impractical, Kebaowek First Nation may in its sole discretion – without prejudice to their rights one against the other – further transfer one or more person's rights and obligations under this Agreement to another, except that each shall remain jointly and solidarily liable for obligations arising before the transfer.

BB. PURCHASE PRICE AND INSTALMENTS

1. INITIAL INSTALMENT AMOUNT

The initial instalment amount is in repayment of the purchase price for the premises, including any loan obtained by Kebaowek First Nation for the construction, renovation or acquisition of the premises in the amount of _____ dollars (\$_____) to be repaid to Kebaowek First Nation by the Buyer on the first day of each month by noon in equal monthly and consecutive payments of _____ dollars (\$_____) ("initial instalment"), which includes interest on the loan, subject to adjustment as provided for in this Agreement.

Where this Agreement replaces a previous agreement, the purchase price shall include any arrears, including interest, owed to Kebaowek First Nation by the Buyer as of the date of this Agreement.

2. USER FEES

The Buyer shall pay user fees for water, sewage and garbage collection services in accordance with the

Rules and Regulations in Schedule “A” of this Agreement, as from time to time amended.

3. INTEREST AND USER FEE ADJUSTMENT

The initial instalment payments set out in “F1” shall be in effect for a period of five (5) years and, as of the end of each five-year period, the amount may be adjusted by Kebaowek First Nation to reflect the interest rate payable upon renewal of the loan obtained for the construction, acquisition or renovation of the premises, in order to provide Kebaowek First Nation with sufficient funds to cover the repayment of the loan.

Kebaowek First Nation may adjust the rate of user fees, provided however that the user fees shall not exceed the actual cost of providing public services to the premises, including administrative costs.

CMHC Housing Pre-1997: Kebaowek First Nation reserves the right, in addition, to adjust the instalment amount for CMHC Housing Pre-1997 by the rate not exceeding five per cent (5%) annually until such time as the instalment amount reflects the contribution from the occupant used by CMHC to calculate its housing subsidy.

Kebaowek First Nation shall provide the Buyer with written notice of any increase in an instalment and user fee amount 30 days before this increase takes effect by providing notice in the manner set out in this Agreement.

4. OTHER INSTALMENTS

The following amounts shall be deemed to form part of the purchase price and shall be deemed instalments owing by the Buyer as they become due:

- e) the initial instalment amount;
- f) user fees as defined in this Agreement;
- g) all payments made by Kebaowek First Nation for or in place of the Buyer, including for insurance coverage, repairs or other expenses which are the responsibility of the Buyer under this Agreement, whether before or after expiry of the term;
- h) any fee, expense or cost incurred by Kebaowek First Nation to a bank or other financial institution as a result of an irregularity with the Buyer’s cheque or money order;
- i) interest owing on instalments or user fees past due and on payments made by Kebaowek First Nation for or in place of the Buyer;
- j) judicial and extra-judicial costs incurred by Kebaowek First Nation for the collection of amounts owing under this Agreement.

5. ADJUSTMENTS TO TERM AND FREQUENCY OF PAYMENT

Where instalments other than the initial instalment remain owing, Kebaowek First Nation may, subject

to all its other rights and recourses, extend the term to provide for their repayment, with interest.

In addition, the amount and frequency of instalments may be adjusted by mutual consent of the parties, including in order to implement any repayment plan agreed to by Kebaowek First Nation and in order to allow the Buyer to reimburse any unpaid instalments.

6. PAYMENT

Any payments made by the Buyer shall be applied:

- a) firstly, to interest owing on an instalment past due or on any other amount owing by the Buyer;
- b) secondly, to any outstanding arrears, including an instalment or user fee that would have been due if incorrect or misleading information had not been provided by the Buyer;
- c) thirdly, to the current instalment and user fee due;
- d) fourthly, to any outstanding amounts owing for payments made by Kebaowek First Nation for or in place of the Tenant;
- e) fifthly, for any fee, expense or cost incurred by Kebaowek First Nation as provided for under this Agreement.

CC. BUYER'S OBLIGATIONS - THE BUYER UNDERTAKES AS FOLLOWS:

16. **INSTALMENT** – To pay instalments of the purchase price on the due date to Kebaowek First Nation by cash, cheque, money order or deduction at source.
17. **DEDUCTIONS AT SOURCE** – If at any time the Buyer receives social assistance, he hereby authorizes Kebaowek First Nation to deduct the instalment and user fees owing from his social assistance, including any arrears.

If at any time the Buyer is an employee of the Council of Kebaowek First Nation – Kipawa, he hereby authorizes Kebaowek First Nation to deduct the instalments and user fees owing from his salary or wages as they arise, including any arrears.

Deductions at source from social assistance or wages made by Kebaowek First Nation shall respect the formula set out in article 553, paragraph 11, of the *Code of Civil Procedure*, as from time to time amended, included in Schedule “B” of this Agreement, as if they were wages subject to the provision, unless Kebaowek First Nation has grounds to believe that recovery of its debt may be in jeopardy.

12. **INSURANCE FOR LIABILITY AND MOVEABLE PROPERTY** - The Buyer shall insure against the occupier’s liability and shall insure all moveable property kept on the premises at its full insurable value, at the Buyer’s expense, against loss, theft or damages due to fire and other risks and hazards. (CONTENT INSURANCE)

The Buyer must provide Kebaowek First Nation with a copy of the Buyer's valid insurance policy prior to occupying the premises and must provide proof that a policy remains in force every year or upon the request by Kebaowek First Nation.

If the Buyer fails to insure the premises or fails to renew the insurance policy during the term of this Agreement, Kebaowek First Nation reserves the right to repossess the premises and evict the Buyer.

- 13. MAINTENANCE & REPAIR** – To keep the premises clean and in good repair and to pay for any damage caused to the premises during the term of this Agreement. The Buyer is responsible for regular maintenance of the premises, including the maintenance obligations set out in the Rules and Regulations attached to this Agreement as from time to time amended.

All repairs, renovations and construction on the premises carried out by the Buyer must meet the health, safety and other standards required by law and shall conform in quality of workmanship and materials to the rest of the building. When vacating, the Buyer must leave the premises and all equipment therein which belongs to Kebaowek First Nation in a clean and good condition.

The Buyer shall reimburse Kebaowek First Nation for any necessary maintenance or repairs carried out in place of the Buyer, whether before or after expiry of the term of this Agreement.

- 14. NOTICE TO KEBAOWEK FIRST NATION** – To inform Kebaowek First Nation:

- c) of any major items in need of repair;
- d) if he intends to construct, add to or modify any structure on the premises;
- e) if he intends to use premises for any purpose other than a private residence;
- f) if the Buyer intends to make any modification to the structure of the premises;
- g) if he fails to occupy, vacates or abandons the premises;
- h) if he intends to terminate this Agreement, or
- i) if he and another individual with whom he is in a conjugal relationship cease cohabitation.

- 15. ACCESS** – To allow urgent and necessary repairs to be carried out by Kebaowek First Nation or a representative thereof (e.g. foundation leaking, broken hot water tank, etc).

- 16. INSPECTIONS** – To permit Kebaowek First Nation to inspect the premises under this Agreement at any time providing 24 hours' written notice has been given unless there is an emergency circumstance, in which case no notice is necessary.

Kebaowek First Nation may conduct an annual inspection at a date and time to be agreed upon with the Buyer no less than ten (10) days in advance.

- 17. USE OF PREMISES** – To use and occupy the premises as a private residence and:

- a) not to interfere with the quality of life of the Buyer's neighbours or disturb their

enjoyment of their own dwellings;

- b) not to conduct any business on the premises without providing Kebaowek First Nation with at least 30 days' notice and obtaining approval, or the applicable permits, if any;
 - c) not to conduct industrial or manufacturing activity on the premises.
18. **NO ILLEGAL ACTIVITY** – To refrain from engaging in or allowing any illegal activity from occurring on the premises on pain of immediate termination of this Agreement and repossession of the premises by Kebaowek First Nation.
19. **NO LEASING** – Not to lease this premises during the term of this Agreement, **EXCEPT** with the prior permission in writing of Kebaowek First Nation and provided that the premises may in no case be leased to any person who is not a member of Kebaowek First Nation – Kipawa. In the event that Kebaowek First Nation allows the Buyer to lease the premises during the term of this Agreement, the Buyer remains at all times liable to Kebaowek First Nation for all the obligations set out in this Agreement.
20. **LAWS, RULES & REGULATIONS** – To comply with all applicable law and with the Rules and Regulations which are attached as Schedule "A" and which form part of this Agreement, as from time to time amended as Kebaowek First Nation deems necessary for the safety, care and good order of the premises, and to ensure compliance by all occupants and visitors.
21. **SHOWING PREMISES** – If this Agreement is to be terminated, the Buyer shall permit Kebaowek First Nation at all reasonable times during the last month of his occupancy to show the premises to any prospective Buyer.
22. **FIXTURES** – If any items were removed and replaced in the dwelling, the original fixtures must be restored upon termination of this Agreement (ex. fans, lights, etc.) or their replacements left in the dwelling, provided however that the replacements must be of at least equivalent value.

DD. KEBAOWEK FIRST NATION'S OBLIGATIONS – KEBAOWEK FIRST NATION UNDERTAKES:

10. **QUIET ENJOYMENT** – To allow the Buyer quiet enjoyment of the premises.
11. **SERVICES** – To provide the following services to the Buyer during the term of this Agreement:
- a) Water, sewer and garbage collection in return for a **user fee** to be paid by the Housing Department in accordance with the Rules and Regulations in Schedule "A" of this Agreement, as from time to time amended;
 - b) Insurance for the building only.
4. **NOTICE TO BUYER** – To provide notice in writing to the Buyer where required by this Agreement in one or more of the following methods:

- e) by sending such notice by mail to the address where the Buyer resides,
- f) by electronic mail to the last address provided by the Buyer,
- g) by delivering it in person to the Buyer or to an adult person who appears to reside with the Buyer, or
- h) by posting notice in a conspicuous place on the premises.

EE. PROVISIONS RESPECTING CONSTRUCTION AND EMERGENCY REPAIR AND MAINTENANCE ON THE PREMISES

1. **CONSTRUCTION AND MODIFICATIONS** – The Buyer shall not carry out any construction, improvements, renovations or modifications to the premises during the term of this Agreement without the prior written approval of Kebaowek First Nation. The Buyer shall submit his plans to Kebaowek First Nation for approval 45 days prior to beginning work. Kebaowek First Nation shall respond to this submission within 30 days of receiving it, subject to the rights of Kebaowek First Nation’s creditors to inspect and approve any alterations or additions to the house.

All construction on the premises carried out, paid for and/or supervised by the Buyer shall comply with the National Building Code of Canada and all other applicable standards of construction, health and safety established by law.

The Buyer is responsible for keeping receipts for home improvements and he may be reimbursed by Kebaowek First Nation for such improvements where they have been approved by Kebaowek First Nation and if he terminates this Agreement in good standing, without any debt to Kebaowek First Nation resulting from this Agreement.

2. **EMERGENCY MAINTENANCE AND MAJOR REPAIRS**: Kebaowek First Nation shall intervene in the maintenance of the premises where it deems, at its sole discretion, an emergency situation to exist. Kebaowek First Nation shall carry out major repairs where it deems them necessary and will notify the Buyer 30 days prior to the expected starting date in writing whenever possible. Kebaowek First Nation shall not be liable to the Buyer for replacement lodging in the case of either emergency maintenance or major repairs. After carrying out repairs or improvements Kebaowek First Nation shall leave the premises clean and suitable for use by the Buyer.

FF. PROVISIONS RESPECTING BREACH OF THE AGREEMENT

6. **BREACH OF OBLIGATIONS** – Should either Kebaowek First Nation or the Buyer be in breach of any obligation in this Agreement (except in the case of abandonment), the other party must, prior to taking any other action, notify the defaulting party in writing of the breach and require that the default be remedied. If the defaulting party fails to remedy the breach within a reasonable time, the other party may take steps to

- a) terminate the Agreement and/or

- b) obtain such other relief or redress as authorized by this Agreement or by any applicable law.
7. **ABANDONMENT OR ATTEMPT TO TRANSFER WITHOUT PERMISSION** – Should the Buyer vacate, abandon or fail to occupy the premises without having given proper notice to Kebaowek First Nation, including by attempting to transfer his rights without respecting the provisions of this Agreement:
- d) in that case, Kebaowek First Nation may at any time thereafter without notice or demand re-enter and re-possess the premises for any purpose it may see fit;
 - e) the whole without prejudice to its right to claim damages against the Buyer for unpaid instalments or other losses or damages suffered by Kebaowek First Nation; and
 - f) any abandoned furniture and personal effects found on the premises may be removed and disposed of as Kebaowek First Nation sees fit.
8. **FORFEITURE OF THE TERM** – Where the Buyer is in breach of any obligation in this Agreement and has failed to remedy his breach after more than one notice to do so by Kebaowek First Nation, in that case Kebaowek First Nation may declare the term of this Agreement forfeited and demand the balance of the purchase price immediately from the Buyer.
9. **RESOLUTORY CLAUSE** – Where the Buyer is in breach of any obligation in this Agreement, Kebaowek First Nation has the right to demand the termination of this Agreement by providing a written notice requiring him to deliver up possession of the premises within 60 days of receiving this notice.
- Where the Buyer fails to remedy his default within the 60-day period provided in Kebaowek First Nation's notice, the Buyer is deemed to have voluntarily surrendered the premises for Kebaowek First Nation's repossession.
10. **INTEREST** – Interest shall accrue on any amounts owed to Kebaowek First Nation by the Buyer after 30 days of non-payment at the Royal Bank of Canada prime rate of interest plus two per cent (2 %) annually, compounded monthly, until such time as the sums owing have been repaid to Kebaowek First Nation.
11. **INCORRECT INFORMATION** – In the case of any materially false or misleading information provided by the Buyer in the housing application or any subsequent document signed by him or in any subsequent statement signed by him or on his behalf, Kebaowek First Nation may terminate this Agreement.
12. **NON-WAIVER** – No failure to act by Kebaowek First Nation upon any breach of this Agreement or of any Kebaowek First Nation – Kipawa regulation or bylaw shall be considered to be a waiver

of such Agreement, regulation or bylaw nor of any subsequent breach of any Agreement, regulation or bylaw.

GG. PROVISIONS RESPECTING THE TERMINATION OF THE AGREEMENT

1. **REPOSSESSION IN FULL BY Kebaowek First Nation** – Where Kebaowek First Nation takes possession of the premises, it shall do so without any obligation to return any sum previously received from the Buyer. Regardless of the purpose for which Kebaowek First Nation occupies the premises, it reserves the right to claim payment of any amount owing by the Buyer under this Agreement.
2. **TERMINATION BY THE BUYER** – The Buyer may terminate this Agreement by delivering written notice to Kebaowek First Nation at least 30 days prior to vacating the premises, such notice to be delivered by him either personally into the hands of an attendant in the office of Kebaowek First Nation or by mail. The Buyer remains liable to Kebaowek First Nation for all instalments and user fees due and shall not be reimbursed for those paid.
3. **COMPENSATION TO THE BUYER** – If no outstanding amounts are due by the Buyer to Kebaowek First Nation upon termination of this Agreement, the Buyer may be reimbursed for the cost of improvements that have been approved in writing by Kebaowek First Nation and, subject to the applicable limitation periods, the reasonable cost of those repairs that were not his responsibility, upon proof of payment.

HH. PROVISIONS RESPECTING TRANSFER OF THE BUYER'S RIGHTS AND OBLIGATIONS UPON DEATH OR FAMILY BREAKDOWN

1. **NOTICE** – In the event of family breakdown, the Buyer or, in the case of death, his heirs, executors and administrators, or any other person seeking to benefit from this Agreement, shall give notice to Kebaowek First Nation in writing.
2. **DEATH** – The contractual rights created for the Buyer under this Agreement, if any, are extinguished by death unless they pass to the Buyer's heirs or estate as provided for in this Agreement.

a) *Transfer by will*

Where the Buyer provides in his will that his rights under this Agreement should pass to one or more heirs, Kebaowek First Nation shall accept the heirs as successors to the Buyer's rights in equal shares, to the extent that each heir is a member of the Band and agrees in writing to be bound by this Agreement no later than 60 days after acceptance of the succession.

b) *Transfer to surviving spouse who is a Buyer*

Where a Buyer who dies without a will:

- i) leaves a surviving legal or *de facto* (common law) spouse who is named as a Buyer in this Agreement and is a member of the Band;
- ii) in that case, the surviving spouse shall accede to all of the Buyer's rights and obligations, subject to her rights against the estate, unless she gives notice of termination as provided for in this Agreement.

c) *Transfer to surviving spouse who is not a Buyer*

Where a Buyer who dies without a will leaves a surviving legal or *de facto* (common law) spouse who is not named as a Buyer in this Agreement and is a member of the Band, the surviving spouse may assume all of the Buyer's rights and obligations, provided that she agrees in writing to be bound by this Agreement no later than 60 days after the Buyer's death.

Where a Buyer who dies without a will leaves a legal or *de facto* (common law) spouse who is not a member of the Band but who has custody of his minor children, the surviving spouse shall be entitled to continued occupancy of the premises so long as at least one of the deceased Buyer's children who is a member of the Band is in her custody and under the age of 18. However, a custodial parent who is not a member of the Band acquires no rights under this Agreement but merely administers the rights of the deceased member's minor children on their behalf.

d) *Transfer to descendants*

Where a Buyer who dies without a will:

- i) is without a surviving legal or *de facto* (common law) spouse who is a member of the Band or his surviving legal or *de facto* (common law) spouse does not consent to be bound by this Agreement;
- ii) in that case, the Buyer's direct descendants (such as children or grandchildren), if any, who are members of the Band may assume the Buyer's rights and obligations in equal shares, provided that they, or their legal representatives if they are minors, agree in writing to be bound by this Agreement no later than 90 days after the Buyer's death.

e) *Transfer to more than one descendant*

When more than one of the Buyer's descendants accedes to the Buyer's rights and obligations under this Agreement they shall be taken to agree to the following terms:

- i) decisions concerning administration of the premises shall, in the absence of a will, be made by majority vote of the descendants, or, where they inherit according to the will, according to their shares; and
- ii) in the event of a dispute between the descendants or heirs which makes administration of the premises or compliance with the terms of this Agreement difficult or impractical, Kebaowek First Nation may in its sole discretion – without prejudice to their rights one against the other – further transfer any person's rights and obligations under this Agreement to another, except that each shall remain jointly and solidarily liable for obligations arising before the transfer.

3. **FAMILY BREAKDOWN** – The contractual rights created for the Buyer under this Agreement, if any, cannot pass to his legal or *de facto* (“common law”) spouse except as provided for in this Agreement.

a) ***Transfer by one Buyer to another***

Where two legal or *de facto* (common law) spouses are both named as Buyers in this Agreement and are members of the Band but cease to cohabit in a conjugal relationship, one may transfer his rights under this Agreement to the other upon 60 days’ written notice to Kebaowek First Nation and provided that the transferee agrees in writing to be solely responsible for the Buyers’ obligations under this Agreement, except that the transferring Buyer shall remain jointly and solidarily liable for obligations arising before the transfer.

b) ***Transfer by Kebaowek First Nation if two Buyers cannot agree***

Where two legal or *de facto* (common law) spouses are both named as Buyers in this Agreement and are members of the Band but cease to cohabit in a conjugal relationship and neither agrees to transfer to the other his rights under this Agreement, Kebaowek First Nation may at its sole discretion – without prejudice to their rights one against the other – transfer one Buyer’s rights and obligations under this Agreement to the other, except that the former Buyer shall remain jointly and solidarily liable for obligations arising before the transfer.

c) ***Transfer by Buyer to former spouse who is a Band member***

Where the Buyer in this Agreement occupies the premises with another member of the Band with whom he is in a conjugal relationship but who is not named as a Buyer and they cease to cohabit in a conjugal relationship, the Buyer may transfer his rights under this Agreement to his former legal or *de facto* (common law) spouse upon 60 days’ notice to Kebaowek First Nation, without prejudice to their rights one against the other, and provided that the former spouse agrees in writing to be bound by this Agreement, but the transferring Buyer shall remain jointly and solidarily liable for the obligations arising before the transfer.

d) ***Custodial parent’s right to occupancy***

Notwithstanding the preceding provisions, where the premises are occupied by legal or *de facto* (common law) spouses with minor children and the spouses cease to cohabit in a conjugal relationship:

- i) the former spouse having custody of the minor children shall be entitled to continued occupancy of the premises so long as at least one of their children who is a member of the band is in her custody and is under the age of 18;
- ii) whether one or both of them is named as Buyer in this Agreement, except that a custodial parent who is not a member of the Band acquires no rights under this Agreement but merely administers the rights of the member’s minor children on their behalf;
- iii) provided, however, that each Buyer named in this Agreement shall remain jointly and solidarily liable for all amounts due under this Agreement; and

- iv) provided that where a Buyer gives up occupancy in favour of the former spouse who is the custodial parent but who is not named as Buyer, the Buyer under this Agreement shall be entitled to resume occupancy when all of their children who are members of the Band have reached the age of 18.

A Buyer who no longer occupies the premises because of a family breakdown remains responsible with all other the adult occupants of the premises for all the obligations in this Agreement, particularly for payment of instalment and user fees and keeping the premises clean, in good repair and in safe and healthy condition.

II. GENERAL PROVISIONS

- 10. SEVERABILITY** – If any provision of this agreement in whole or in part is construed as illegal, invalid or unenforceable under or inconsistent with the provisions of any applicable law, then such provision shall be construed as not to apply to the extent that it is illegal, invalid, unenforceable or inconsistent or would prevent Kebaowek First Nation from obtaining the instalment amounts and user fees owed to it under this Agreement. The other provisions of this agreement will continue in full force and effect as if this illegal, invalid, unenforceable or inconsistent provision did not exist.
- 11. RULES AND REGULATIONS** – The Rules & Regulations applicable to the Buyer’s housing program form part of this Agreement and shall be found in Schedule “A”. Kebaowek First Nation reserves the right to make amendments to these Rules and Regulations from time to time, as Kebaowek First Nation deems necessary for the safety, care and good order of the premises, by providing notice to the Buyer who agrees to be bound by any changes. Any such amendments form part of this Agreement.
- 12. COPY OF THE AGREEMENT** – Kebaowek First Nation must sign a copy of the Agreement and provide the Buyer with ten (10) days to sign it if the Buyer agrees to its terms. The Buyer will then receive a copy of the Agreement signed by both parties.
- 13. WHOLE AGREEMENT** – This Agreement constitutes the whole agreement between the parties, subject to the attached Rules and Regulations, as from time to time amended.

This Agreement replaces all previous agreements between the parties concerning the premises, provided however that the purchase price shall indicate the total purchase price less all payments made up to the date of this Agreement.

- 14. LANGUAGE** – The Buyer and Kebaowek First Nation agree and request that the present Agreement and all accompanying documents be written in English. All notices must be given in writing in the same language as this Agreement.

L’acheteur et la Première nation conviennent et demandent que la présente entente et tous les documents qui s’y rattachent soient rédigés en anglais. Tous les avis doivent être rédigés dans la même langue que cette entente.

- 15. INTERPRETATION** – In this Agreement, any use of the masculine gender includes the feminine gender and any use of the feminine includes the masculine.

16. **JOINT AND SOLIDARY NATURE OF BUYER'S OBLIGATIONS** – The "Buyer" includes each Buyer, his heirs and assigns and the executors and administrators of his estate. All rights and obligations in this Agreement shall be construed as being both joint and solidary, meaning each Buyer is responsible to Kebaowek First Nation for his own default and for that of all other Buyers.
17. **NO ADDITIONAL WARRANTIES BY Kebaowek FIRST NATION** – Kebaowek First Nation makes no express or implied representation or warranty of any kind, statutory or contractual, as to the existence of latent defects, quality, or workmanship on the premises.

SIGNED AT KEBAOWEK FIRST NATION – KIPAWA THIS ____ DAY OF _____, 20____

KEBAOWEK FIRST NATION

PER:

CHIEF

COUNCILLOR

COUNCILLOR

HOUSING OFFICER

BUYER

BUYER

DUPLICATE – The Buyer hereby acknowledges receiving a duplicate copy of this Agreement.

BUYER

BUYER



RESIDENTIAL REHABILITATION ASSISTANCE PROGRAM (RRAP)

Policy Adopted by Chief & Council

October 23, 2017

Policy Updated

October 23, 2017

PART A: POLICY STATEMENT

Kebaowek First Nation assists community members to obtain a loan for the purposes of repairs and renovation through the Homeowner provided by means of the Residential Rehabilitation Assistance Program (RRAP) program through the Canada Mortgage and Housing Corporation (CMHC).

PART B: PURPOSE

Kebaowek ensures that its members can have access to financial resources that allow them to repair and improve existing homes to a minimum level of health and safety.

PART C: SCOPE

1. This policy applies to all actual homes located within the boundaries of the territory served by KEBAOWEK. This program can be offered as long as KEBAOWEK prioritizes this type of project in its annual budget planning.
2. This Residential Rehabilitation Assistance Program (RRAP) program also applies to Band Buildings located within the boundaries of the territory served by KEBAOWEK.

PART E: ELIGIBILITY

In order to be considered for the Residential Rehabilitation Assistance Program (RRAP) program, an individual must:

1. Be a registered member of the Kebaowek First Nation band.
2. Be at least 18 years of age or older;
3. Have a certificate of ownership for a home within the boundaries of the territory served by KEBAOWEK.
4. Have a household income of \$32,500 or less.
5. Have no debts or arrears of rent with Kebaowek;
6. Provide a complete and accurate application form to the Housing Administrator.

PART F: RESPONSIBILITY

Client Responsibility

1. Every client is required to read, sign and comply with the terms of the housing agreement before construction begins;
2. The client must meet National Building Codes when repairing or renovating their home.
3. The client assumes any additional expenses/financial obligations of any amount which exceeds the initial budget and/or Inspection Report.

PART G: PROCEDURES

1. *Mandatory Repairs*

- 1.1. Categories of mandatory repairs include repairs to the structure, electricity, plumbing, heating, as well as those related to reducing overcrowding or the risk of fires.
- 1.2. Improvement, upgrades or modernization to improve the appearance or general esthetic to the home will NOT be considered within this program.
- 1.3. The maximum budget for the project will not exceed \$24,000.

2. *Eligible Properties*

- 2.1. Only buildings that are at least 5 years or older may be considered under this program.
- 2.2. A Person living with a disability may be eligible for this program when renovations are directly related to the occupant's disability and renovations/conversions improve accessibility and use of the unit.

3. *Application Process*

- 3.1. Individuals may contact the Housing Department to verify whether they are eligible for a RRAP grant.
- 3.2. Eligible clients can complete an application with the Housing Administrator.
- 3.3. An inspection of the dwelling will take place by the Algonquin Anishinabeg Nation Tribal Council's Construction Technician/Inspector.

4. *Renovation Process*

- 4.1. An agreement between the client and the Housing Administrator, representing KFN, must be signed before any work can commence on the dwelling;
- 4.2. Construction work must be contracted to the Housing Department ONLY.



HOUSING POLICY – RENOVATIONS PROGRAM

Policy Adopted by Chief & Council

October 23, 2017

Policy Updated

October 23, 2017

PART A: POLICY STATEMENT

Kebaowek First Nation assists community members to obtain a loan for the purposes of repairs and renovation.

PART B: PURPOSE

The aim of the Renovations Policy is to define standards, rules and guidelines that apply in relation to obtaining a loan for the purpose of repairs and renovations. Kebaowek ensures that its members can have access to financial resources that allow them to repair and improve existing homes to a minimum level of health and safety.

PART C: SCOPE

This policy applies to all actual homes located within the boundaries of the territory served by KEBAOWEK. This program can be offered as long as KEBAOWEK prioritizes this type of project in its annual budget planning.

PART E: ELIGIBILITY

In order to be considered for the Residential Rehabilitation Assistance Program (RRAP) program, an individual must:

1. Be a registered member of the Kebaowek First Nation band.
2. Be at least 18 years of age or older;
3. Have a certificate of ownership for a home within the boundaries of the territory served by Kebaowek First Nation.
4. Have approval from the financial institution, namely, the Royal Bank of Canada (RBC) for renovations in the maximum loan amount of \$50,000 or less;
5. Demonstrate to Kebaowek the he/she is able to meet project commitments which includes having suitable employment to meet financial obligations and have good credit;
6. Have no debts or arrears of rent with Kebaowek;

7. Provide a complete and accurate application form to the Housing Administrator including a budget and plan.

PART F: RESPONSIBILITY

Client Responsibility

1. Every client is required to read, sign and comply with the terms of the housing agreement before construction begins;
2. The client must meet National Building Codes when repairing or renovating their home.
3. The client assumes all financial obligations related to the renovations project.
 - 3.1. The client must make all loan payments on time and in the full amount due to the financial institution.

PART G: PROCEDURES

1. *Application Process*

- 1.1. Eligible homeowners who have been approved by a financial institution can complete an application with the Housing Administrator.
- 1.2. An inspection of the dwelling will take place by the Algonquin Anishinabeg Nation Tribal Council's Construction Technician/Inspector.
- 1.3. A complete budget and work plan must be provided to the Housing Administrator.
- 1.4. The maximum amount of a loan is set at \$50,000.00

2. *Renovation Process*

- 2.1. An agreement between the client and the Housing Administrator, representing KFN, must be signed before any work can commence on the dwelling;