

# LAC DES MILLE LACS FIRST NATION HOUSING POLICY

Housing Administration &  
Policies & Procedures Manual

Adopted & Amended

Feb 25/ 2018

**NEZAADIKAANG / LAC DES MILLE LACS FIRST NATION**  
**Policy Amendment List**

Approved amendments to the LDMLFN Housing Policy are numbered consecutively and listed below.  
Approved amendments take effect as of the approval date.

<i><b>Amendment Number</b></i>	<i><b>Approval Date</b></i>	<i><b>Description</b></i>

<b>Section A</b>	<b>PREAMBLE</b>	<b>5</b>
Article 1	Goals	5
Article 2	Mission Statement	5
Article 3	Objectives	5
Article 4	Title and Application	6
Article 4.1	Intent	6
Article 5	Accountability	6
Article 6	Definitions	7
<b>Section B</b>	<b>ADMINISTRATION AND GOVERNANCE</b>	<b>11</b>
Article 1	Policy Review and Amendment	11
Article 1.1	Amendments to the Policy	11
Article 1.2	Application	12
Article 2	Housing Committee	12
Article 3	Residential Registry	12
Article 4	Resident List	12
<b>Section C</b>	<b>RESIDENCY</b>	<b>13</b>
Article 1	General	13
Article 2	Residency	13
<b>Section D</b>	<b>PRIVATE OWNERSHIP</b>	<b>13</b>
Article 1	General	13
Article 2	Residential Lot Allocation	14
Article 3	Construction	14
Article 3.1	Inspection Requirements	15
Article 3.2	Insurance	16
Article 3.3	Services	16
Article 4	Sale / Transfer of Ownership of Privately-Owned Property	16
Article 5	Abandonment	17
Article 6	Vacancy	18
Article 6.1	Indefinite Vacancy	18
Article 7	Issuance of Certificate of Possession	19
Article 8	Sublet or Lease of Privately Owned Residence	19
Article 9	Permits	19
Article 10	Death of Private Owner	19
Article 11	Construction Accommodations	20
<b>Section E</b>	<b>RESTRICTIONS</b>	<b>21</b>
Article 1	Fire Restrictions	21
Article 2	Water Restrictions	21
Article 3	Firearm Restrictions	21
Article 4	Wood Harvesting	21

<b>Section F</b>	<b>RIGHTS ACQUIRED</b>	<b>21</b>
Article 1	Residential Lots	21
Article 2	Rights to Transfer	22
Article 3	Certificate of Possession or Certificate of Occupation	22
<b>Section H</b>	<b>GENERAL POLICIES</b>	<b>22</b>
Article 1	Confidentiality	22
Article 1.1	General Guidelines	23
Article 2	Conflict of Interest	23
Article 3	Appeals Process	23
Article 4	Communicating the Policy	24
<b>Section I</b>	<b>FORMS AND DOCUMENTS</b>	<b>24</b>
Appendix A	Housing Committee Terms of Reference	25
Appendix B	Application for Residency	29
Appendix C	Application and Approval Procedures for Residential Lots	30
Appendix D	Application Form for a Residential Lot	33
Appendix E	Residential Lot Agreement	35
Appendix F	Essential Service Waiver	38
Appendix G	Inspection Requirements Checklist	39
Appendix H	Housing Committee Oath of Confidentiality	42
Appendix I	Notice of Appeal	43
Appendix J	Appeals Committee Terms of Reference	45

## **SECTION A – PREAMBLE**

### **Article 1 Goals**

The Lac des Mille Lacs First Nation (“LDMLFN”) will continue to be a progressive, proactive and financially responsible community with proud, united and self-driven members who embrace their culture and are committed to re-establishing their physical and spiritual connection to the land.

The Lac des Mille Lacs First Nation Housing Policy is founded on the truth that LDMLFN is an independent First Nation Community that recognizes their continued right to self-government. This merits the freedom to develop policy based on local requirements to empower the community and build a strong foundation for all governance initiatives.

The overall purpose of this policy is to acknowledge and address the goals of LDMLFN leadership and management in providing an orderly and structured housing system that is unbiased, transparent and positive for the community as a whole.

This policy will apply equally to all members of the Lac des Mille Lacs First Nation.

The Lac des Mille Lacs First Nation Housing Policy is not an extension of the *Indian Act*. Lac des Mille Lacs First Nation recognizes that reserve lands are set apart for the use and benefit of the band as a whole, however, the *Indian Act* enables individual band members to acquire lawful possession of parcels of reserve land but it does not stipulate a right to free housing on reserve.

### **Article 2 Mission Statement**

To fulfill our purpose and in our journey towards our vision, we, Lac des Mille Lacs First Nation are committed to building a strong sense of Community following a holistic approach and inclusive process for healthy Community development.

The values of LDMLFN will assist in guiding the Community’s development and decision making in order to achieve the vision in a way that honours the past, existing, and future generations and relationships.

The values of Respect, Accountability (both individually and collectively), Honesty, Truth and Integrity, Determination and Commitment, Holistic Approach, and Inclusivity will continue to be foremost in our endeavours and everyday walk.

Our Mino Bimaatiziwin (purpose in life) is to improve the quality of life, social and cultural well-being of the present and future generations.

### **Article 3 Objectives**

This policy is designed to be an active fundamental operating guide and communication tool to be used in planning, managing, evaluating, organizing, regulating the allocation and use of residential land on Reserve. It will serve as a guideline for effective decision-making and standards that determine how our community housing is governed. It will establish fair and

impartial decision-making processes, policies and procedures for all existing and future on-reserve housing.

This policy will provide directives for administration practices and controls to be observed and followed by all current and future on-reserve habitants. This policy will ensure equality and consistency of processes, practices, and procedures, throughout all housing strategies where and when applicable.

This policy is intended to provide dedicated committees with clear mandates and processes to implement the LDMLFN Residency By-Law.

This policy will further ensure proper enforcement and implementation of all LDMLFN By-Laws, as passed and adopted from time to time.

#### **Article 4 Title and Application**

The short title of this policy will be LDMLFN Housing Policy. This Housing Policy applies to all existing and future housing or dwellings located on the LDMLFN Reserve (the "Reserve"). This includes housing or dwellings in construction, renovation, maintenance and repairs stage. In the development of this policy, it was acknowledged that in the re-establishment of the LDMLFN community on Reserve and to accommodate its commitment to re-establishing their physical and spiritual connection to the land, it may be necessary to adapt the Policy from time to time.

This policy supersedes all previous memoranda and statements as well as any informal housing policies and procedures. A master copy of the LDMLFN Housing Policy will be maintained in the Band's Administration office.

#### **Article 4.1 Intent**

It is the intent that this policy and the procedures herein are be interpreted to ensure reasonable approaches to specific problems and situations. This policy is to be considered and implemented in conjunction with the LDMLFN By-Laws, and together shall be considered as a total set of working regulations within the Reserve.

#### **Article 5 Accountability**

The Chief and Council of the LDMLFN shall be responsible and accountable for the overall enforcement of this policy. The Housing Committee, as delegated by the Chief and Council, shall be responsible for the daily administration of this policy and ensuring that the regulatory procedures are enforced.

**Article 6      Definitions**

In this policy:

- (a) Applicant refers to a Band Member who is applying for a Residential Lot.
- (b) Band, First Nation, or LDMLFN refers to the Lac des Mille Lacs First Nation.
- (c) Band Administrator refers to the Head Administrator of the LDMLFN. The decisions and approvals of the Band Administrator are made with the full direction and support of Chief and Council.
- (d) Band Member refers to an individual who is a registered Band Member of LDMLFN and whose name appears on LDMLFN membership list.
- (e) By-law Enforcement Officer refers to any person or authority designated by and for Chief and Council to oversee the enforcement of First Nation by-laws.
- (f) Certificate of Completion shall have the same meaning as in the Ontario Building Code.
- (g) Certificate of Occupancy shall have the same meaning as used in the Ontario Building Code.
- (h) Certificate of Occupation refers to a document issued by the Indigenous and Northern Affairs Canada which assigns the right of temporary use and occupation to a Band Member.
- (i) Certificate of Possession refers to a document issued by the Indigenous and Northern Affairs Canada which assigns the right of possession of reserve land to a Band Member.
- (j) Chief and Council or Band Council refers to the governing body composed of those persons elected pursuant to the LDMLFN *Custom Leadership Selection Code*.
- (k) Community Member refers to an Immediate Family Member or Extended Family Member who is not a registered Band Member.
- (l) Conflict of Interest refers to, but is not limited to, a personal interest in any issue or matter that is either being discussed, voted upon, or decided upon by the Housing Committee, its employees, Chief and Council, or any Band employees.
- (m) Descendant is a person that is a child, grandchild or other lineal descendant of a registered Band Member.
- (n) Dwelling refers to any building which is primarily used for the dwelling of persons, and includes a single family home, semi-detached home duplex, or a Dwelling Unit in a multi-unit building, including but not limited to any Modular, Prefabricated, or Mobile Home that may be described as a home, house, cottage, seasonal home and/or camp.
- (o) Dwelling Unit refers to one or more habitable rooms designed for use by and occupied by not more than one family and in which separate kitchen and sanitary facilities are provided

for the exclusive use of such a family, with a private entrance from outside the building or from a common hallway or stairway inside the building.

- (p) Extended Family Member refers to a niece, nephew, aunt, uncle, cousin, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law or sister in-law.
- (q) Family Members refers to both Extended Family Members and Immediate Family Members, and “Family Member” has a corresponding singular meaning.
- (r) Fiscal Year refers to the period of time running from April 1 of the year to March 31 of the following year.
- (s) Housing Committee refers to the committee established or appointed by Chief and Council to review and formulate policies, plans, and procedures, recommend by-laws, and to oversee the administration and enforcement of all LDMLFN housing programs and services. The decisions and approvals of the Housing Committee are made with the full direction and support of Chief and Council.
- (t) Immediate Family Member refers to a spouse, common-law spouse, child or legal guardianship; mother, father, brother, sister, son, daughter, grandmother, grandfather, grandchildren.
- (u) Inspector refers to a person or authority that has been appointed to conduct housing inspections and is a legally certified housing inspector with or for the Ministry of Housing (Ontario).
- (v) Intestate refers to dying without a Will.
- (w) Joint Tenancy is ownership of any property by two or more persons in which each person owns an undivided interest of the whole or the property and carries with it a “right of survivorship”.
- (x) Land refers to real property situated on the Reserve, whether or not it contains buildings or structures, and whether it is vacant or occupied. Reference to “Land” includes all buildings and structures on the Land.
- (y) Lease refers to a contract granting use or occupation of property during a specified period in exchange for a specified rent or other form of payment.
- (z) Lot means a parcel or tract of land that has been properly surveyed and identified as being separate and distinct from any adjacent or adjoining Land, and for which a Certificate of Possession may be issued by LDMLFN.
- (aa) Lot Registry is an inventory, administered by the Housing Committee, of all surveyed Residential Lots available for allocation to Band Members. It includes but is not limited to:
  - (i) a copy of all application forms submitted for Residential Lots,
  - (ii) a list of successful Applicants and the lots they have been allocated,
  - (iii) a copy of all certificates of occupancy and possession that are acquired,



- (iv) all documentation of new construction/renovation of buildings or other structures, including survey, site plan, building certificates, inspections and a copy of the Inspection Requirements Checklist, Certificates of Occupation or Certificates of Completion,
  - (v) a copy of all sales or transfers of ownership,
  - (vi) a copy of all notification indicating that a property, home or dwelling will be left vacant for an extended period of time,
  - (vii) a copy of all notification indicating that a property, home or dwelling will be sublet or leased including a copy of the subletting or lease agreements.
- (bb) Maintenance refers to minor repairs, cleaning, and upkeep of Land, or any Dwelling Unit to an acceptable condition of this policy.
- (cc) Married/Common Law refers to members who are:
- (i) Legally married by a clergy member or justice of the peace;
  - (ii) United by the traditional laws and customs recognized by the LDMLFN; or
  - (iii) Who are living and cohabiting in a marriage-like and conjugal relationship, including a marriage-like relationship between persons of the same gender, for a continuous period of at least one (1) year.
- (dd) Matrimonial Real Property includes Land held by one or both spouses or common-law partners and used by the said spouses or common-law partners as a family Dwelling Unit, i.e. houses, sheds, mobile homes, or other such structures on that land.
- (ee) Membership Code refers to the code that governs LDMLFN's Band Membership, as adopted from time to time. [NTD: Currently under consideration]
- (ff) Minister means the Minister of Indigenous and Northern Affairs Canada and includes the Minister's duly appointed designate.
- (gg) Mobile Homes are manufactured homes constructed off-site on a steel frame, shipped on its own wheels. It does not include a recreational vehicle intended for leisure activities such as vacations or camping.
- (hh) Modular Homes are homes constructed in modules or compartments, which are then secured together on-site to form a whole Dwelling Unit.
- (ii) Non-Band Member refers to individuals who are not (i) registered Band Members; or (ii) Community Members.
- (jj) Occupant refers to any person or persons who resides in any Dwelling Unit on the Reserve and includes either a Private Owner or tenant.
- (kk) Permit refers to an authoritative or official certificate of permission to use or occupy the Land issued by the Minister.
- (ll) Prefabricated Homes are homes which are manufactured off-site in advance, usually in standard sections that can be easily shipped and assembled on site.

- (mm) Private Owner refers to the person or persons lawfully registered to the Lot, buildings or Structures, and to whom a Certificate of Possession or Certificate of Occupancy has been issued.
- (nn) Principal Residence is the primary location that a person lives or declares to live most of the time in a year, and is that location or place in which the person carries out their usual and habitual mode of living.
- (oo) Recreation Vehicle includes motor vehicles with sleeping or cooking amenities, or tow-able trailers with sleeping and cooking amenities that are primarily intended for leisure activities such as vacations or camping.
- (pp) Renovations refer to major repairs of Land or a Dwelling Unit are of a capital or long-term nature, and not of a minor maintenance nature.
- (qq) Reserve refers to the tracts of land held by Her Majesty the Queen in Right of Canada for the use and benefit of LDMLFN and its members, and under the jurisdiction of the LDMLFN, and which is known as the Lac des Mille Lacs Indian Reserve 22A1 and 22A2.
- (rr) Resident means any person authorized by the Residency By-Law to reside on the Reserve, and does not include a Temporary Visitor to the Reserve.
- (ss) Resident List is a list of individuals residing on the Reserve. It will include but is not limited to:
- (i) the name of each Resident,
  - (ii) indication whether each Resident is a resident for an indefinite or defined period,
  - (iii) the length of any defined period of residency, if applicable,
  - (iv) the location of each Resident's dwelling,
  - (v) Contact information for each Resident, including mailing address and telephone numbers.
- (tt) Residential Lot(s) refer to a parcel of Land that is specifically identified in a survey or map, and which is designated for building a Dwelling and allocated or available to be allocated, to a specific Band Member.
- (uu) Right of Survivorship is when the surviving owner of a jointly owned property, automatically absorbs the deceased owner's share of the property.
- (vv) Right of Way refers to a right belonging to a party (such as, a utility company or a municipality), to pass over someone's Residential Lot, usually to allow for utility service lines for gas, electrical, water or sewer to be laid for the benefit of the LDMLFN, and which will typically be in the form of a Permit.
- (ww) Seasonal Residence is a secondary dwelling location that a Band Member(s) does not live at full time, or that the Band Member declares to not live at most of the time in a year. It may include a single home or cottage.

(xx) Single Family Dwelling refers to a separate building containing only one (1) Dwelling Unit.

(yy) Temporary Visitor means any person staying on Reserve as a guest to a Resident, such stays are not to exceed fourteen (14) consecutive days; or more than twenty (20) days in any given thirty (30) day period; or more than ninety (90) days in any given one hundred fifty (150) day period.

(zz) Tenancy in Common is the ownership of real property in which two or more persons hold an undivided legal interest to and possess the property simultaneously, but does not carry any right of survivorship; it can be created by deed, transfer, will, or operation of law.

(aaa) Tenant is a person who occupies Land and/or a Dwelling Unit for which they pay rent to a landlord. A tenant must be either a Band Member or Resident.

(bbb) Will refers to either:

- (i) A legally drafted document that is the Last Will and Testament of the person in accordance with Ontario law;
- (ii) A written document signed by a Band Member in front of two witnesses by which the Band member appoints a personal representative and indicates who is to receive his or her property after their death; or
- (iii) Any written document signed by a Band Member that has been approved by the Minister pursuant to section 45(3) of the *Indian Act*.

## **SECTION B – ADMINISTRATION AND GOVERNANCE**

### **Article 1 Policy Review and Amendment**

In order to maintain effective organization of the housing system and to make changes and recommendations consistent with its mandate, the Housing Committee will review the Housing Policy every three years or annually as required.

The Housing Policy may be amended by recommendations made by the Housing Committee, and shall take effect upon approval of Chief and Council. Changes may also be initiated and endorsed by Chief and Council where and when needed, in the best interests of the First Nation as a whole.

#### **Article 1.1 Amendments to the Policy**

The Housing Committee shall present proposed policy amendments to Chief and Council for approval. Amendments shall be approved by a motion by Chief and Council at a duly convened Band Council meeting. Proposed amendments shall be posted at the LDMLFN administration office during business hours and posted on the LDMLFN website with access limited to band membership for a minimum of thirty (30) days prior to consideration at a Band Council meeting. Amendments shall be made as directed by Band Council and shall take effect on the date of the said meeting. The decision of Band Council shall be final.

The Housing Committee shall note the amendment on the Policy Amendment List that precedes the table of contents within this policy. Amendments shall be numbered consecutively by date of approval by Band Council until a new issue of the policy is released which contains all amendments listed. The reissued policy shall be identified by date and each reissue cancels and replaces all previous issues.

In the event of a conflict between the current LDMLFN policy and an earlier edition of a LDMLFN policy, the most current LDMLFN policy shall prevail.

Any matter contained in this policy that conflicts with agreements not considered by this policy or any other LDMLFN law, bylaw or policy, shall be decided individually by Band Council with leave for an appeal under the procedures set out in the appeals section of this policy.

### **Article 1.2 Application**

The Housing Policy shall apply to:

- All Lac des Mille Lacs Band and Community Members
- All Residents residing on LDMLFN Reserve land
- All lands on reserve
- All existing and future residential / vacant lots, property, houses and/or dwellings on Reserve

### **Article 2 Housing Committee**

The LDMLFN Housing Committee, through the Terms of Reference approved by Chief and Council, shall develop policies, procedures, plans and by-laws for all LDMLFN's housing matters. *See Appendix A – Housing Committee Terms of Reference.*

The Housing Committee will oversee the administration of all LDMLFN programs and services to which this policy applies and report directly to the Chief and Council, through the Committee Chairperson.

The final authority to implement and enforce the Housing Policy rests with Chief and Council.

### **Article 3: Lot Registry**

Maintenance of the Lot Registry will be administered by the Housing Committee.

The Lot Registry will be brought to the Chief and Council for review and approval on an annual basis.

### **Article 4: Resident List**

Maintenance of the Resident List will be administered by the Housing Committee.

The eligibility or determination of residency will be according to the Residency By-Law of LDMLFN.

## **SECTION C – RESIDENCY**

### **Article 1 General**

LDMLFN will keep the Resident List in accordance with this policy and ensure that all persons residing on the Reserve are properly recorded in the Resident List.

### **Article 2 Residency**

LDMLFN considers a healthy, safe and lawful community to be the base of its community well-being and prosperity. LDMLFN concedes that residency on its Reserve is the beginning of a community thus residency entitlement or revocation of entitlement to reside is essential to the best interest of the LDMLFN community as a whole. LDMLFN will administer the on reserve residency according to its Residency By-law.

LDMLFN also recognizes its right to govern on reserve residency and that Reserve lands and other benefits available to LDMLFN members on Reserve must be protected and preserved for the benefit and sustainability of its community. LDMLFN also recognizes that residency may be revoked when it is deemed detrimental to the health and safety of its residents and community.

Any person may apply to Chief and Council through the Housing Committee for permission to be a Resident of the Reserve or to extend any defined period for which permission was previously granted to the person by Chief and Council to be Resident of the Reserve. Applying does not guarantee that a person will be granted residency. The Housing Committee will administer all applications for permission and will ensure proper record keeping, but the decision as to whether to acknowledge and grant residency shall be solely that of Chief and Council. *See Appendix B – Application for Residency.*

When an entitlement to reside on Reserve is recognized or created, it does not create the right to occupy a home or Dwelling on Reserve. Nor does it create an obligation upon the Band to provide, construct, or other make available a home or Dwelling or Dwelling Unit.

Residency is subject to the provisions of the “*Family Homes on Reserve and Matrimonial Interests and Rights Act*”, or any other by-law enacted by the Band thereunder.

All persons residing on Reserve must adhere to this Housing Policy and LDMLFN By-laws.

Any person that is not a Band Member and who is visiting the Reserve is not required to apply for an application to reside on Reserve as long as the visitor does not take up residence on the Reserve or exceed the Temporary Visitor limitations set out in the definitions hereto.

## **SECTION D – PRIVATE OWNERSHIP**

### **Article 1 General**

LDMLFN will keep the Lot Registry, as maintained by the Housing Committee, organized and categorized for each Residential Lot on Reserve, and the Lot Registry will have a file for each

Residential Lot on Reserve, whether unallocated, subject to an application, Certificate of Occupation, or a Certificate of Possession.

## **Article 2 Residential Lot Allocation**

Residential Lots development will be guided by the First Nation's Capital Planning Study, which was approved by INAC (Indigenous and Northern Affairs Canada). The Capital Planning Study is intended to be a tool in which the First Nation can make informed decisions on the re-establishment of the Community and the Reserve. The First Nation reserves the right to make changes as required in order to best meet the Community's needs, as a whole. All Residential Lots will be surveyed in accordance with the Canada's Lands Surveyor's requirements prior to being allocated by Certificate of Occupation or Certificate of Possession.

Assignment of Residential Lots to Band Members will make no differentiation between Seasonal Residence and year-round residence.

Applicants must adhere to the Application and Approval Procedure of Residential Lots. *See Appendix C – Application and Approval Procedures of Residential Lots.*

In order to apply for a Residential Lot, all Applicants must complete an approved Application Form for Residential Lots provided by the Housing Committee. *See Appendix D – Application Form for Residential Lots.*

All successful Applicants are required to sign and abide by the Residential Lot Agreement. Failure to sign the Residential Lot Agreement will constitute sufficient grounds for LDMLFN to revoke any approved Residential Lot assignment or to treat any application for a Residential Lot as incomplete. *See Appendix E – Residential Lot Agreement.*

All successful Applicants must acknowledge LDMLFN's limited ability to deliver any health, social and municipal services by signing the Essential Service Waiver, *See Appendix F – Essential Service Waiver.*

If the Applicant(s) is successful in the lot allocation process, then a BCR (Band Council Resolution) will be issued by Chief and Council in order for the Certificate of Occupation to be recorded with INAC and then issued in the Band Member's name. This is in accordance with The Indian Lands Registration Manual.

Those Band Members already occupying Land on Reserve as of the time of this Policy being adopted, will be considered for and allocated the Residential Lot comprising their specific lands then occupied (once surveyed), and will otherwise be removed from the allocation process for Residential Lots. Notwithstanding the allocation of any Residential Lot for the Land then occupied by such Band Members at the time of the adoption of this Policy, all other requirements under this policy will be applied and must be complied with, including, but not limited to, being provided a copy of this policy, abiding by this policy and LDMLFN by-laws, the inspection checklist, the requirements of the occupancy inspection, and the condition to sign and abide by the Residential Lot Agreement and Essential Service Waiver.

## **Article 3 Construction**

Subject to acquiring a Residential Lot, Band Members and all other persons must use their own monies or financing to construct or purchase their own home or Dwelling Unit.

Private Owners must provide a general description of their construction plans, including the type of dwelling structure, on the Residential Lot Application Form. The proposed construction plans will be required to comply with the LDMLFN Zoning By-Laws and other applicable By-laws prior to the application being approved.

Band Members and all other persons will be responsible to contract their own construction contractor(s) to construct their residential dwelling and all other improvements and structures on the Residential Lot allocated.

All new construction and/or renovations must be inspected for both progress and compliance, in accordance with the Ontario Building Code. All inspections must be carried out and certified as being in compliance with the Ontario Building Code by an Inspector.

All purchases and construction of Modular, Prefabricated and Mobile Homes must meet the Ontario Building Code for site preparation and installation, and must similarly be inspected in accordance with the foregoing paragraph.

All Modular and Mobile Homes must have the Canadian Standards Association (CSA) label.

### **Article 3.1 Inspection Requirements**

It is the sole responsibility of the Private Owner to cover the cost of all required inspections. Inspections must be in accordance with the Ontario Building Code and conducted by an Inspector.

Construction of new buildings and installation of Modular, Prefabricated or Mobile Homes will be subject to inspections and must follow the Inspection Requirements Checklist outlined by the Housing Committee. *See Appendix G – Inspection Requirements Checklist.*

The Housing Committee will keep on file with the Lot Registry a copy of all relevant documentation regarding construction and inspection. This includes but is not limited to the survey, site plan, building plans and drawings, building certificates, all inspection reports and a copy of the completed Inspection Requirements Checklist.

Upon completion of the construction, installation or alteration of a Dwelling Unit, there shall be a final inspection.

A final inspection report must be issued by an Inspector and delivered to the Housing Committee prior to the Housing Committee issuing its final Certificate of Completion. The Housing Committee may issue a Certificate of Occupancy prior to the final inspection report or the delivery of its Certificate of Completion in the event that: (i) an Inspector indicates in its report that the home or dwelling is substantially complete and fit for occupancy; and (ii) the home owner provides an undertaking to the Housing Committee to complete the construction or renovations in accordance with the plans submitted and to obtain a Certificate of Completion. No Band Member or other person shall occupy or inhabit any personal residence, home or Dwelling Unit on Reserve unless and until the Housing Committee has delivered a Certificate of Occupancy or a Certificate of Completion.

All inspection reports, Certificates of Occupancy or Certificates of Completion, as the case may be, shall be deposited to Lot Registry upon its issuance.

### **Article 3.2 Insurance**

It is the sole responsibility of the Private Owner to purchase their own third party liability, fire and content insurance. The First Nation is not responsible for any non-insured Dwellings.

All workers at any construction project on Reserve must be covered by WSIB, and all construction sites on Reserve must be covered by builder's risk insurance and liability insurance at the Private Owner's expense unless otherwise covered by their contractor. Proof of insurance and/or WSIB Clearance Certificates must be provided to the Housing Committee and kept on file as part of the Lot Registry.

### **Article 3.3 Services**

The Private Owner is solely responsible for all connection, disconnection, delivery and usage of all utility services (water, cable, internet, telephone, hydro, gas/and or generator fuel or other utilities that may apply), and shall be solely responsible for all fees, charges and costs associated with any connection, disconnection or delivery of utility services from time to time.

The Private Owner is solely responsible for garbage disposal and snow clearing of their lot and driveway.

The Private Owner is responsible for all maintenance of privately owned water delivery and waste disposal systems, including regular inspections. It is required that all inspections meet the standards set by Health and Welfare Canada, and meet the requirements of the Federal Environmental Protection Act.

LDMLFN reserves the right to implement a fee for any municipal services that are provided by the First Nation from time to time. This includes but is not limited to the maintenance of public roads, water distribution and treatment facilities, and/or any other municipal services as implemented.

### **Article 4 Sale / Transfer of Ownership of Privately-Owned Property**

Any Private Owner wishing to sell/transfer their property, home or Dwelling Unit is required to notify the LDMLFN Housing Committee in writing, and prior to concluding any sale, provide notice to the Housing Committee of the identity of the potential buyer. The Housing Committee will review each request and determine if the potential buyer already has a Certificate of Possession or Certificate of Occupation on Reserve. The Housing Committee will then make recommendations to Chief & Council.

The Housing Committee and/or LDMLFN are not responsible in any way for the sale/transfer of privately owned homes or Dwelling Units. However, a holder of a Certificate of Possession or a Certificate of Occupation may only sell/transfer to another Band Member who has the right to reside on the LDMLFN land.

Any sale or transfer of a Residential Lot to any person other than an Immediate Family Member shall be subject to the right of first refusal of LDMLFN, as more particularly set out in the Residential Lot Agreement between the Private Owner and LDMLFN. The right of first refusal safeguards the community against individuals from buying up Certificates of Possession and effectively controlling large portions of the reserve lands.



The sale or transfer of ownership of any Residential Lot, building or Dwelling Unit on the Reserve is not valid until written consent is provided by Chief and Council. Any purported sale or transfer without the written consent of Chief and Council is void *ab initio*.

Upon any approved sale or transfer of any Residential Lot, the Housing Committee will update the Lot Registry accordingly.

The price of the property, house and/or Dwelling Unit will be agreed upon by the current and prospective owners and LDMLFN will not take part in the financial negotiations and transactions between two parties.

## **Article 5    Abandonment**

A Band Member shall be considered to have abandoned his/her Residential Lot if the progress of construction does not adhere to the agreed upon minimum construction within a two (2) year period from the allocation of the Residential Lot, and where the band member has failed to: (a) request an extension of the two (2) year period from the Housing Committee in writing; and (b) obtained the approval from the Housing Committee for the extension.

In considering any application for an extension of time, the Housing Committee shall consider any proposed timeline advanced by the Band Member for the completion of construction, and may impose time limits for the advancement of the construction project on the Residential Lot as it sees fit. Any Band Member that fails to comply with any such conditions imposed by the Housing Committee upon an application for an extension of time shall be considered to have abandoned their Residential Lot in accordance with the provisions of this Article 5.

The Housing Committee shall take steps to safeguard the rights of the Band Member and shall confirm, to the best of its knowledge, that the Band Member has permanently abandoned the property (whether during the construction phase or following any period of occupancy) by carrying out the following actions:

- Visit the property on two (2) separate occasions in an attempt to contact the Band Member and from an external inspection, confirm whether the Band Member's possessions remain on the property. This will be done with a witness to attest to the visit and a written record of the visit shall be maintained on file.
- Contact neighboring Residents and obtain written confirmation from them, as independent witnesses, to confirm that to their knowledge the Band Member has not visited the property in the past thirty (30) day period.
- Make two (2) attempts to contact the Band Member by phone or, if unknown, a Family Member of the Band Member to confirm the Band Member's intent to return to the property.
- Issue written notice to the Band Member by registered mail (requiring confirmation of receipt by the Band Member), to the most recent mailing address provided to the Housing Committee by the Band Member. The Housing Committee shall maintain evidence of receipt of the notice by the Band Member or where the mail is returned as unclaimed or undeliverable.
- Deliver the written notice by securely attaching the written notice to the property before a witness to attest to the delivery. A notice attached to the door is presumed to have been legally served on the third (3<sup>rd</sup>) day after it is attached.

Once the Residential Lot is considered abandoned, the Housing Committee shall request approval from Chief and Council to proceed with revocation of Certificate of Possession or Certificate of Occupation and the Residential Lot will revert back to the First Nation and the lot will be adjusted on the Lot Registry as available for re-distribution.

In the event that the abandoned property is considered a safety hazard, the First Nation will take the necessary measures to safeguard the property from causing harm to any persons or their property. The Band Member who abandoned the property will be responsible for all costs associated with safeguarding the property and will be billed accordingly. No Band Member will be entitled to be allocated a Residential Lot under this policy at any time that they have an outstanding balance due and owing to the First Nation for any costs incurred in safeguarding any Residential Lot.

## **Article 6 Vacancy**

In the case where a Private Owner vacates a property, home, or Dwelling Unit, the Private Owner is responsible for its safety, care and security. For the purpose of public safety, the Private Owner is required to provide written notice to the Housing Committee if the property, home, or Dwelling is to be left vacant for periods exceeding five (5) months.

For property that is a Seasonal Residence, the Private Owner will not have to notify the Housing Committee on an annual basis but rather notify the Housing Committee that the property is seasonal and will be vacant during the winter months. If the property changes from Seasonal Residence to year round use, the Private Owner will be required to notify the Housing Committee of the change.

The Housing Committee is required to update the Lot Registry indicating the status of all vacant properties. The Private Owner is solely responsible for all damages to the property if left vacant for extended periods of time.

### **Article 6.1 Indefinite Vacancy**

In the event a Band Member has vacated their property, without notice, for more than twelve (12) consecutive months, and where a Certificate of Possession has been issued, the Housing Committee shall take steps to contact the Band Member to confirm, to the best of its knowledge, whether the Band Member has temporarily vacated the property or permanently abandoned it.

The Housing Committee shall follow the same procedure as set out in Article 5 - Abandonment, to contact the Band Member and determine the status of the property. If the property has been indefinitely vacated and poses a Health & Safety hazard or any threat to the safety of any person or their property, the First Nation will take action to rectify the problem.

Where a building or structure has been condemned and/or confirmed to be no longer fit for habitation or is confirmed to pose an environmental hazard to the community, as supported by a written report from an Inspector or Environmental Health or Public Health Officer (Public Health Agency of Canada), the structure will be demolished or barricaded as necessary.

The Band Member who has indefinitely vacated the property will be responsible for all costs associated with the safeguarding and/or demolition of the property and will be billed accordingly. No Band Member will be entitled to be allocated a Residential Lot under this

Policy at any time that they have an outstanding balance due and owing to the First Nation for any costs incurred in safeguarding or demolishing any structures.

In the event a Band Member has permanently vacated a property that is either inhabitable or habitable, and after due notice from the Housing Committee as required herein, has not indicated any intention to transfer the property to any other Band Member, or to return to inhabiting the property, then the First Nation will consider the property abandoned by the Band Member, and will treat the Residential Lot as available to allocation to another Band Member in accordance with the Residential Lot allocation procedures set out in this policy. Any transfer by the First Nation to any new Band Member will be on an “as is, where is” basis and the First Nation will not be liable or responsible to the new property owner for any repairs or maintenance required to the property.

#### **Article 7 Issuance of Certificate of Possession**

A Certificate of Possession will be issued to the Private Owner once the Inspection Requirements Checklist has met the requirements of the occupancy inspection and has been approved by Chief and Council.

If the construction progress does not adhere to the required Inspection Requirements within the allotted time frame of this policy, a Certificate of Possession will not be issued and revocation of possession will occur.

#### **Article 8 Sublet or Lease of Privately Owned Residences**

The Housing Committee and/or LDMLFN are not responsible in any way for the subletting or leasing agreements in privately owned homes or Dwelling Units. A holder of a Certificate of Possession or a Certificate of Occupation may only sublet or lease to another Band Member or Resident who has the right to reside on the LDMLFN Reserve.

The Housing Committee and LDMLFN require that the Housing Committee be made aware in writing of any potential or future subletting or leasing agreements. LDMLFN must be provided a copy of any subletting or lease agreements prior to coming into effect. The Housing Committee will update the Lot Registry accordingly.

All subletting and leasing agreements must identify that the lessee must use the Residential Lot, house or Dwelling Unit or other structures in accordance with this Housing Policy and all LDMLFN By-Laws.

#### **Article 9 Permits**

No land use permits shall be granted in any way for privately owned homes or Dwelling Units. No holder of any Certificate of Possession or Certificate of Occupation may grant any licence or permit to any other person to use or occupy any Residential Lot.

#### **Article 10 Death of Private Owner**

In the event of the death of a Private Owner of a Residential Lot, whether vacant or containing any home or Dwelling Unit, the following rules will apply in the following order of priority:

- (i) If the property was held as joint tenants with any other person, the surviving joint tenant(s) will become the proper property owner thereof by right of survivorship;
- (ii) If the property was held as either tenant in common or with the Private Owner as the sole owner thereof, the property (or the interest in the property) will be transferred in accordance with the bequest of the deceased Private Owner as set out in his/her Will, if any;
- (iii) If the property was held as either tenant in common or with the Private Owner as the sole owner thereof, and the Private Owner died Intestate (without a Will), then the property will transfer to the next of kin, in the following order of priority:
  - (a) To the Private Owners' spouse, if any;
  - (b) To the Private Owners' children then alive as of the date of death, equally; or
  - (c) To the Private Owner's issue, in equal shares per stirpes.

If no such next of kin exist in accordance with the foregoing, then a case by case review will be completed by the Housing Committee and will be brought to Chief and Council for approval to determine the right to inherit.

If no right to inherit exists, the Lot and/or Dwelling Unit will revert back to the First Nation.

If any person that is not a Band Member or Community Member shall inherit any property in accordance with the provisions of this Article 10, the person inheriting the property will be required by the First Nation to immediately place the property for sale, and to thereafter diligently proceed to sell the property to a Band Member in accordance with the provisions of this policy. No person that is not a Band Member or Community Member that inherits any property shall be entitled to continue to own or to occupy the property, except with the prior written consent of Chief and Council.

Any Community Member that inherits a property may continue to reside at the property, but shall have no right to transfer the property by way of bequest or inheritance. The Community Member will be entitled to sell and transfer the property to a Band Member in accordance with the terms of this Policy.

Any person inheriting a property pursuant to the terms of this Article 10 shall only be permitted to inherit, and the Housing Committee will only approve the transfer, on the condition that the new owner shall enter into a Residential Lot Agreement with LDMLFN.

## **Article 11 Construction Accommodations**

The First Nation recognizes that in order to facilitate the construction phase, Recreational Vehicles may be used as temporary accommodations but will not be considered to be a permanent dwelling. If the constructions deadlines as set out in this policy are not met, the Private Owner will be required to remove the Recreational Vehicle upon demand by the Housing Committee. Any Private Owner who fails to comply with a written demand for the removal of a Recreational Vehicle in accordance with this Article 11 shall be subject to the Housing Committee causing the Recreational Vehicle to be removed, at the Private Owner's sole risk and expense.

## **SECTION E – RESTRICTIONS**

### **Article 1 Fire Restrictions**

All Private Owners and Occupants required to adhere to regional fire bans and restrictions as imposed from time to time.

### **Article 2 Water Restrictions**

All Private Owners and Occupants are required to adhere to water bans and restrictions as imposed from time to time.

### **Article 3 Firearm Restrictions**

All Private Owners and Occupants are required to adhere to Firearm bans and restrictions as imposed from time to time.

### **Article 4 Wood Harvesting**

All Private Owners and Occupants are restricted from cutting or harvesting wood beyond their own Residential Lot.

## **Section F - RIGHTS ACQUIRED**

### **Article 1 Residential Lot**

A Band Member who is allocated a Residential Lot is entitled to the use and occupation of the Residential Lot for dwelling and habitation purposes only, except as may be specifically authorized in the LDMLFN Zoning By-Law.

A Residential Lot with a house or Single Family Dwelling structure thereon is to be treated together as one unit and cannot be dealt with or disposed of separately unless the house or Single Family Dwelling structure is physically separated from the Land, at which time the properties may then be disposed of separately.

A Band Member is not permitted:

- To place, erect or permanently affix any structure on any Right of Way or Land subject to a Permit situated within the Residential Lot; or
- To place, erect or permanently affix any structure that encroaches over the boundary line of the Residential Lot; or
- To place, erect or permanently affix any non-Dwelling structure or outbuilding contrary to provisions of the LDMLFN Zoning By-Law; or
- To place, erect or permanently affix any Dwelling structure contrary to provisions of the LDMLFN Zoning By-Law; or

- To place, erect or permanently affix any multi-unit house or dwelling structure without the review of the Housing Committee and approval of Chief and Council.

The Housing Committee will not approve the construction, erection, installation or alteration of any building or structure on a Residential Lot that violates the provisions hereof or any by-laws of LDMLFN.

## **Article 2 Right to Transfer**

A Band Member may dispose of their interest in a Residential Lot, property, home or Dwelling Unit by:

- gifting their interest to another Band Member or the LDMLFN;
- selling their interest to another Band Member or to the LDMLFN for the amount that has been negotiated between the two parties; or
- naming their descendants, another Band Member or the LDMLFN as beneficiary in their Will to receive their interest, in accordance with Article 10 of Section D herein.

An interest in a Residential Lot, property, home or Dwelling Unit is not permitted to be transferred to a Band Member or any other person who is under the age of eighteen (18) years, unless the transfer is made to an adult Band Member in trust for the minor child. Upon attaining the age of eighteen (18) years, the interest will be updated to the name of the minor child.

## **Article 3 Certificate of Possession and Certificate of Occupation**

A Band Member who holds their interest in their Residential Lot, property, house or Dwelling Unit pursuant to a Certificate of Possession or a Certificate of Occupation may use their Residential Lot, property, house or Dwelling Unit in accordance with this Housing Policy and all LDMLFN By-Laws.

# **Section H - GENERAL POLICIES**

## **Article 1 Confidentiality**

In the course of administrating the Housing Policy, LDMLFN employees, Chief and Council members and/or Housing Committee members may come into contact with and be privy to certain confidential, sensitive information regarding LDMLFN or its Band Members or other persons. All have a responsibility to use good judgment and safeguard any and all such confidential information.

Lac des Mille Lacs First Nation employees are regulated through the Employee Oath of Confidentiality.

Lac des Mille Lacs First Nation Chief and Council are regulated through the Council Oath of Confidentiality.

Members of the Housing Committee are regulated through the Housing Committee Oath of Confidentiality. *See Appendix H – Housing Committee Oath of Confidentiality.*

### **Article 1.1 General Guidelines**

- Confidential information should not be used to benefit an individual member or Family Member of the Housing Committee, Chief and Council or an employee of Lac des Mille Lacs First Nation.
- All information, files and/or contracts must be kept in a secure, locked location.
- Sensitive documents in the possession of either a member of the Housing Committee, Chief and Council or an employee of Lac des Mille Lacs First Nation is also subject to Confidentiality.
- Sensitive documents contained in the Lot Registry are also subject to Confidentiality.
- A Breach of Confidentiality will be considered grounds for removal from the Housing Committee.

### **Article 2 Conflict of Interest**

A Housing Committee member and/or Chief and Council member must declare a conflict of interest when any matter that is the subject of discussion or decision directly impacts him/herself or their Immediate Family Member(s).

In such a case where a conflict of interest occurs or is declared, the Housing Committee member and/or Chief and Council member must remove themselves from the decision making process and shall not discuss the subject matter of the conflict of interest with any other member of the Housing Committee or Chief and Council.

### **Article 3 Appeals Process**

In the case where a Band Member disagrees with a decision of the Housing Committee, the Band Member can appeal the decision within seven (7) days from the date of the decision. A Notice of Appeal form must be completed in full by the Band Member and be delivered to the Housing Committee. *See Appendix I – Notice of Appeal.*

The Housing Committee shall confirm receipt of the Notice of Appeal within seven (7) days of receiving the Notice of Appeal and shall confirm the anticipated date of review of the appeal.

The appeal will be reviewed by an appointed Appeal Committee of three members, all of whom are at arm's-length from any party that was involved with or responsible for the decision being appealed and are not a Family Member of the person appealing. The Appeal Committee for any particular dispute will be constituted by those persons appointed by Chief and Council from time to time, and who shall be selected by an approved Appeals Member List maintained by Chief and Council in accordance with the Appeals Committee Terms of Reference. *See Appendix J – Appeals Committee Terms of Reference.*

The appointed Appeals Committee will review the appeal by the Band Member and shall deliver its decision within twenty (20) days of being appointed by Chief and Council. The appointed Appeals Committee will notify the Band Member in writing of the final decision. In determining the appeal, the Appeals Committee shall be entitled to either (i) substitute the decision of the Housing Committee with its own decision on the matter in issue; or (ii) refer the matter back to the Housing Committee for reconsideration with such directions and findings as it deems appropriate.

The Band Member will be responsible for any costs incurred as a result of appeal if not successful.

Should the Band Member continue to disagree with the decision of the Appeals Committee; he or she may take the decision in dispute to Chief and Council to determine a solution or further clarification of the decision. Chief and Council will be responsible to notify the Band Member of the final decision.

#### **Article 4 Communicating the Housing Policy**

All policies will be available in a manual review by any Band Member at the Lac des Mille Lacs First Nation Administration office during business hours. All policies will also be posted on the Lac des Mille Lacs First Nation's website with access limited to band membership, and not accessible to the general public.

## **SECTION I FORMS AND DOCUMENTS**

The following is a list of some of the prescribed forms and related documents required by the Housing Policy:

Appendix A	Housing Committee Terms of Reference
Appendix B	Application for Residency
Appendix C	Application and Approval Procedures for Residential Lots
Appendix D	Application Form for a Residential Lots
Appendix E	Residential Lot Agreement
Appendix F	Essential Service Waiver
Appendix G	Inspection Requirements Checklist
Appendix H	Housing Committee Oath of Confidentiality
Appendix I	Notice of Appeal
Appendix J	Appeals Committee Term of Reference



**APPENDIX A**

**NEZAADIKAANG / LAC DES MILLE LACS FIRST NATION  
HOUSING COMMITTEE  
TERMS OF REFERENCE**

**PURPOSE:**

The Housing Committee shall review and formulate policies, plans, procedures and by-laws for Chief and Council approval on all Nezaadiikaang/Lac des Mille Lacs First Nation (LDMLFN) housing matters.

**PREAMBLE:**

Whereas: The Chief and Council have a responsibility to ensure on-reserve housing provides a solid foundation for a safe, healthy, self-sustaining Community; and

Whereas: The Chief and Council have established a Housing Committee to assist in the delivery and operations of all on-reserve housing.

Therefore: The Terms of Reference shall define the Housing Committee, its structure and proceedings, its responsibilities and the authorities the Chief and Council have provided to enable the Housing Committee to carry out its mandate.

**MANDATE:**

The Housing Committee is responsible to the Chief and Council for the safe, effective and equitable application of the Housing Policies.

**COMMITTEE MAKE-UP:**

The Housing Committee shall consist of two (2) members of Council, two (2) Nezaadiikaang/LDMLFN Community members, the Community Project Manager and/or other LDMLFN support staff as required.

One (1) of the two (2) members of Council shall act as the Chairperson of the Housing Committee.

In order to be considered for the Housing Committee a Band Member must be a minimum of eighteen (18) years of age and submit a letter of interest to the Chief and Council that addresses the following:

1. Reason of interest to be on the Housing Committee.
2. Any knowledge, education, or previous experience that would be beneficial as a Housing Committee Member.
3. Acknowledge that he/she be willing to sign an Oath of Confidentiality.

INT. \_\_\_\_\_

**TERM OF THE COMMITTEE:**

Councillor Committee Member(s) will be appointed immediately following band elections. The term of the Community Member(s) shall be three (3) years. At the discretion of Chief and Council a motion may be passed to remove any member of the Housing Committee who does not adhere to the Nezaadiikaang/LDMLFN Code of Conduct.

**RESPONSIBILITIES:**

In order to fulfill its mandate, the Housing Committee has the following responsibilities delegated by Chief and Council:

- Submit copies of all Housing Committee meeting minutes to Chief and Council for review.
- Be responsible to the Chief and Council for the development of Housing Policies. The policies are submitted to Chief and Council for approval. Once approved, the Housing Committee is responsible for the implementation and enforcement of the policies.
- Are at all times to act in the best interest of Nezaadiikaang/LDMLFN Community as a whole.
- All proceedings are confidential and any external circulations must be approved by Chief and Council.
- Will develop an annual budget to be submitted to Chief and Council for approval.
- The Capital Planning Study will be used as a guide in the re-development of the Community Site.
- Shall maintain a list of all applicants.
- Review Housing policies, plans and By-laws and recommend revisions for Chief and Council approval.
- Any member who is absent for three (3) consecutive meetings without notice(s) and reasonable justification shall be dismissed as a member of the Housing Committee.
- Investigate and review matters brought before the Housing Committee. The Committee will resolve the issues by making decisions where the decisions are within the Housing Committee's authority or by referring the matter to Chief and Council with a recommendation(s).

**RESIGNATIONS:**

Resignations will be submitted in writing to the Housing Committee Chairperson and will be recognized on the agenda of the next Committee meeting.

INT. \_\_\_\_\_

**MEETINGS:**

The Housing Committee shall meet at a frequency based on the need of the Housing Committee. The Chairperson may call an emergency meeting if required.

The Chairperson will ensure that minutes of each meeting are properly recorded, typed and distributed to the Housing Committee members and to the Chief and Council.

**NOTICE OF COMMITTEE MEETINGS:**

The Chairperson will provide notice of the time, date and location of meetings to each Committee Member at least forty-eight (48) hours in advance of the meeting of the Housing Committee. Notice may be delivered in writing personally or by electronic transmission (email).

In the event of an emergency meeting, the Chairperson will advise each member of the Housing Committee of the date, time and location by telephone or in person and will indicate the items of business to be discussed.

**QUORUM:**

Three (3) of the Five (5) Housing Committee members shall constitute a quorum for the transactions of business.

**OPENING PROCEEDINGS:**

The Chairperson shall call the meeting to order, and if a quorum is present, the Chairperson will preside over the meeting.

Should there be no quorum present within thirty (30) minutes after the appointed time for the meeting, the names of the member(s) present will be recorded in the meeting minutes and the meeting shall stand adjourned.

The minutes of the previous meeting will be distributed and read as a first order of business and must be accepted by motion, with any error, corrections, omissions and amendment(s) noted.

**ORDER OF PROCEEDINGS:**

The order of business for all regular meetings of the Housing Committee shall be as follows:

- Call to order by the Chairperson
- Review change, and adoption of agenda
- Review and accept minutes of previous meeting
- Address business arising from minutes
- Review correspondence
- Address new business
- Set date of next meeting
- Adjournment

INT. \_\_\_\_\_

**RULES, CONDUCT AND DEBATE:**

The Housing Committee members shall firstly attempt to make all decisions through consensus. If no consensus can be reached, as determined by the Chairperson, a vote shall be taken, and a simple majority vote shall be required for any decision to be passed.

Every Housing Committee member shall vote on all matters. Results of the vote shall be recorded in the minutes.

Motions and amendments shall be recorded before being put to vote.

Housing Committee members will conduct all business in a fair, honest and professional manner and will not bring personal biases or negative opinions to the meeting discussions.

**CONFIDENTIALITY:**

All discussions, debate and draft documents of the Housing Committee are confidential. No Committee Member shall make public any information or business arising from the meetings unless approved by Chief and Council.

**CONFLICT OF INTEREST:**

A Committee Member must declare conflict of interest when the decision directly impacts him/herself or their Immediate Family Members.

**OPERATING COSTS:**

Operating costs must be approved by Chief and Council.

**AMENDMENTS:**

Amendments to these terms of reference may be necessary from time to time and must be approved by Chief and Council.

Chief: \_\_\_\_\_

Councillor: \_\_\_\_\_

Councillor: \_\_\_\_\_

Councillor: \_\_\_\_\_

Councillor: \_\_\_\_\_

Councillor: \_\_\_\_\_

Adopted by Chief and Council on \_\_\_\_\_

**APPENDIX B**  
**APPLICATION FOR RESIDENCY**

## **APPENDIX C**

### **NEZAADIKAANG / LAC DES MILLE LACS FIRST NATION APPLICATION AND APPROVAL PROCEDURES OF RESIDENTIAL LOTS**

#### **RESIDENTIAL LOT APPLICATION REQUIREMENTS**

1. All Band Members, in good standing with LDMLFN who are eighteen (18) years of age and older may be considered for any lot allocation in accordance with the Housing Policy.
2. Applicants will be responsible to submit a completed Application Form for a Residential Lot with the Housing Committee.
3. Applicants must provide a description of the building plans, the cost of construction, an estimate on materials and any other pertinent detail that will help demonstrate their housing plans.
4. Applicant must demonstrate their financial capability.
5. In the event that more than ninety (90) days has passed between the end date of the application period and the lottery, applicants will be required to reconfirm their financial capability prior to being included in the lottery.

#### **APPLICATION PROCEDURES**

1. The Housing Committee will announce in writing the applicable dates for receiving the required application forms for Residential Lots.
2. Band Members who have applied for a residential lot will be responsible for reviewing and familiarizing themselves with the Housing Policy and the LDMLFN By-Laws, all of which are available on the LDMLFN website.
3. Each applicant will be provided with a map of available residential lots.
4. To be a valid application it must be received by the end of the day on the applicable dates for receiving applications.
5. Should an applicant send in more than one application, the latter application received will be considered the active application on file.
6. The Housing Committee shall be responsible for compiling and maintaining the Applications for Residential Lots. This information will be used to develop the Lot Registry.
7. Inaccurate or misleading information may disqualify the Applicant from consideration for a Residential Lot.
8. Upon request, assistance will be provided in completing the Application.
9. The Housing Committee may request additional information and other relevant documents on an as-needed basis. The Housing Committee will never request detailed personal financial information from a member (ie. social insurance number, bank account number, credit card numbers, investment accounts) but can require confirmation of third

party financing or other information to ensure that a member's application is completed in full.

10. Once the applicant has been approved the applicant will be notified of their eligibility to participate in the lottery process.

## **ALLOCATION PROCEDURES**

The Allocation Procedures outlined below have been developed based on fairness and incorporate the fundamental basis of equality identified in the LDMLFN community Lot Allocation Questionnaire.

1. All eligible applicants will be invited to attend the lottery for residential lots. Attendance at the lottery will be required.
2. A master map will be used to identify the available lots during the lottery process.
3. All applicants will write their name on a blank ballot provided by the Housing Committee.
4. All ballots will be placed into a single draw box.
5. Ballots will be drawn one at a time with each successful applicant choosing a single lot of their choice from all available lots. This lot will be assigned to the successful applicant and removed from the remainder of the lottery.
6. Step 5 will continue until all successful applicants have been assigned a lot of their choice or when no further lots remain for allocation.
7. An applicant may decline further participation in the lottery in the event they are not interested in the remaining lots.
8. Once all successful applicants have been assigned a lot, they may trade their lot with another lottery winner but they cannot gift their lot to someone who was not included in the lottery. All trades must be conveyed to the Housing Committee.
9. Successful lottery winners who have been assigned a residential lot must sign the Residential Lot Agreement.
10. Successful lottery winners who have been assigned a residential lot must sign the Essential Service Waiver.
11. Successful lottery winners will be issued a Certificate of Occupation in accordance with The Indian Lands Registration Manual.
12. A Certificate of Possession will be issued once construction has met the requirements of the Inspection Requirements Checklist. .
13. Those band members already occupying a surveyed lot, prior to the implementation of this policy, will be removed from the lot allocation process but all other requirements and procedures will apply, including the upgrading of existing structures to meet the minimum construction progress guidelines at the end of the two (2) year Certificate of Occupation period.

## **LIMITATIONS OF LOT ALLOCATION**

1. A residential lot will not be allocated unless it is surveyed in accordance with Canada's Lands Surveyor's requirements.
2. A Certificate of Occupation will not be issued unless the applicant has demonstrated the financial ability to complete building within the two (2) year time limit.
3. A residential lot will not be allocated to a band member who already holds a Certificate of Occupation or Certificate of Possession within the LDMLFN.
4. A Certificate of Possession will not be issued unless the applicant has met the required Inspection Requirements Checklist within the allotted time frame of this policy.

## **KEYS VALUES IN RESIDENTIAL LOTS ALLOCATION**

1. A fair and transparent allocation process accessible to all applicants.
2. Well defined Criteria to select successful applicants.
3. Clear and timely communication with the membership.
4. Responsibility of successful applicants to adhere to the LDMLFN Housing Policy.
5. Responsibility of successful applicants to adhere to the Ontario Building Code as a minimum during any construction on the vacant lot.



**APPENDIX D**

**NEZAADIKAANG / LAC DES MILLE LACS FIRST NATION  
APPLICATION FORM FOR RESIDENTIAL LOTS**

- Confidential Information -

Band Member Name: \_\_\_\_\_

Band Member Registry Number: \_\_\_\_\_

Describe your housing plans; include a brief description of your plan such as the type of home (prefabricated, mobile, log, or new construct), the number of rooms, the square footage, any additional out buildings, etc...

Describe the cost of your housing plan such as the cost of purchasing a prefabricated home and the cost of preparing the foundation for such a home. Or the cost of construction for a new build, such as a contractor's estimate, or a detailed listing of materials, or a breakdown of the cost per square foot.

Describe how you plan to pay for your house. If you will be using personal savings, a home equity line of credit, or a personal loan. Provide a letter from your financial institution indicating that you are capable of covering the cost of your home.

Please attach the following documentation:

- 1) Letter from your financial institution indicating you are of a sound financial position; able to cover the cost of your housing plan.
- 2) Signed Residential Lot Agreement
- 3) Signed Essential Service Waiver

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

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

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**THIS APPLICATION CONSTITUTES YOUR AGREEMENT TO ABIDE BY**  
**LAC DES MILLE LAC (LDML) FIRST NATION HOUSING POLICY**  
**FAILURE TO DO SO MAY RESULT IN THE FORFEIT OF THE APPLICATION**

Internal Use:

Application Number Assigned by Housing Committee: \_\_\_\_

**APPENDIX E**

**NEZAADIKAANG / LAC DES MILLE LACS FIRST NATION  
RESIDENTIAL LOT AGREEMENT**

- Confidential Information -

This Residential Lot Agreement made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

BETWEEN

\_\_\_\_\_  
(Hereinafter referred to as the “Recipient”)

AND

\_\_\_\_\_  
(Hereinafter referred to as the “Lac des Mille Lac First Nation”)

Lac des Mille Lacs First Nation (LDMLFN) agrees to provide a residential lot to the Recipient on conditions the Recipient meets with the terms and conditions of this Residential Lot Agreement.

The Recipient has read and understands the agreed terms and conditions of the LDMLFN Residential Lot Agreement.

**TERMS AND CONDITIONS**

I understand that I am responsible for all lot development and construction costs.

I understand that all homes and dwellings must be in compliance with the Ontario Building Code.

I understand that there is a two (2) year construction completion deadline.

I understand that there is, upon approval a two (2) year extension of the construction completion deadline.

I understand that a Certificate of Occupation will be issued during the construction phases.

I understand that a Certificate of Possession will be issued only upon construction completion. A Certificate of Occupancy may be issued prior to the Certificate of Possession being issued in order to allow for occupation of the Building, in accordance with the Housing Policy as adopted by LDMLFN from time to time.

I understand that I am responsible for connection and payment of all utilities (utilities include but are not limited to water, cable, internet, telephone, hydro, gas/and or generator fuel, firewood or other utilities that may apply).

INT. \_\_\_\_\_

I understand that harvesting of wood will be restricted beyond the private owner's residential lot.

I understand that LDMLFN is not liable for any damages to my property or for any injury to any person on, or coming to and from the property.

I have been advised by LDMLFN to purchase my own liability, fire and content insurance.

I agree to maintain the dwelling in accordance with the LDMLFN Housing Policy.

I agree to abide by the LDMLFN By-Laws and I am aware failure to do so may result in fines and convictions.

I agree not to permit garbage, ashes, oil, waste, discarded furniture, appliances, vehicles, or other objectionable material, which may be considered a health risk or hazard to accumulate on or around the property.

I agree to take all necessary steps to care for and secure all animals and pets.

I agree that I have read carefully the LDMLFN Housing Policy and By-Laws.

I understand that so long as I comply with the terms of this agreement, I may occupy and enjoy possession of the property.

I understand that I am subject to the provisions contained in the LDMLFN Housing Policy.

I will inform Chief and Council of my intent to relinquish possession of the residential lot by abandonment, sale or transfer.

### **SALE OF RESIDENTIAL LOT**

In the event of any sale or transfer of my residential lot, I will only sell or transfer my residential lot to another Band Member of LDMLFN, and I hereby acknowledge and agree that LDMLFN shall have a right of first refusal with respect to any potential sale or transfer of my residential lot by me to any person other than an Immediate Family Member.

### **RIGHT OF FIRST REFUSAL**

In order to ensure the enjoyment of the right of first refusal, I shall, at least twenty (20) days prior to any proposed transfer or sale of my residential lot, provide LDMLFN with a copy of the agreement setting out the proposed transfer and sale terms, and offering to sell the residential lot to LDMLFN on the same terms and conditions as are set out in the Sale Agreement. LDMLFN shall have ten (10) days following the delivery of the Sale Agreement to indicate in writing whether or not LDMLFN shall purchase the residential lot on the same terms and conditions as are set out in the Sale Agreement. Should LDMLFN indicate that it will be exercising its right of first refusal, LDMLFN shall purchase, and I shall transfer and sell my residential lot to LDMLFN on the same terms and conditions as are set out in the Sale Agreement.

INT. \_\_\_\_\_

Should LDMLFN refuse its right of first refusal or fail to provide any notice as required in the said ten (10) day period, I shall be at liberty to sell and transfer my residential lot to the purchaser identified in the Sale Agreement.

## **ABANDONMENT**

I hereby acknowledge and agree that LDMLFN shall have the right, and I do hereby grant and convey to LDMLFN the right and option to purchase my residential lot upon the terms and conditions hereafter set out in the event that my residential lot shall be deemed to be abandoned in accordance with the LDMLFN Housing Policies as adopted from time to time.

The option to purchase my residential lot in the event of abandonment shall be exercisable by LDMLFN providing at least thirty (30) days' written notice to me of the requirement for the transfer and sale of my residential lot. Such written notice shall contain:

- a) a notice that LDMLFN has expended funds in order to maintain, repair or upkeep the abandoned residential lot, and setting out the amount expended by LDMLFN for such repairs, maintenance or upkeep;
- b) a demand that I pay the amount of the expended funds within the thirty (30) day notice period; and
- c) notice that should I fail to reimburse the said Expended Funds as required, LDMLFN shall transfer my property in full and final satisfaction of my debts owing to LDMLFN.

Upon the expiry of the applicable notice period and provided that no payment or reimbursement of the Expended Funds shall have been made by me, LDMLFN be and is hereby appointed as my true and lawful attorney, in accordance with the provisions of the *Powers of Attorney Act* (Ontario), to sign all documents or instruments of conveyance in order to transfer and convey the residential lot, any buildings or improvements thereon, and any Certificates of Possession or Certificates of Occupation that may be issued in respect of my residential lot, to LDMLFN or its nominee.

I understand that failure to fulfill the terms and conditions of this agreement shall constitute default of this agreement on my part and I agree to indemnify the LDMLFN from any costs, damages or liability resulting therefrom.

## **SIGNED, SEALED AND DELIVERED**

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

In the presence of: Housing Committee Member and/or Staff of Lac des Mille Lac First Nation

PER \_\_\_\_\_ (Recipient)

PER \_\_\_\_\_ (LDMLFN Representative)

**APPENDIX F**

**NEZAADIKAANG / LAC DES MILLE LACS FIRST NATION**

**ESSENTIAL SERVICE WAIVER**

Lac des Mille Lacs First Nation is in the early stages of community re-establishment. As such, the First Nation is not able to provide for many of the essential services and conveniences afforded to people living in established communities. It is important for members to realize and acknowledge these limitations.

I acknowledge that Lac des Mille Lacs First Nation does not provide any financial assistance or on-reserve programs regarding housing, health, medical, social and/or municipal services.

I acknowledge the risk involved while inhabiting a community without on-reserve housing, health, medical, social and/or municipal services.

I acknowledge that the proximity of the nearest emergency fire, police, health and medical centres are located in Upsala Ontario or Thunder Bay Ontario.

Service not provided by Lac des Mille Lacs First Nation include but are not limited to the following:

1. Emergency fire and ambulance services
2. Medical transportation services for medical appointments
3. Health Clinic services on reserve
4. Garbage disposal and snow removal
5. Repairs and maintenance of privately owned Septic and Wells
6. Housing repairs and maintenance of privately owned homes or dwellings
7. Utility costs (include generator fuel)

I accept that as the home owner of a privately owned home or dwelling located on Lac des Mille Lacs First Nation reserve land that I am solely responsibility for all inhabitants or visitors of my privately owned home or dwelling.

**SIGNED, SEALED AND DELIVERED**

this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

In the presence of: Housing Committee Member and/or Staff of Lac des Mille Lac First Nation

PER \_\_\_\_\_ (Recipient)

PER \_\_\_\_\_ (LDMLFN Representative)

**APPENDIX G****NEZAADIKAANG / LAC DES MILLE LACS FIRST NATION****INSPECTION REQUIREMENTS CHECKLIST**

All buildings and structures on Lac des Mille Lacs First Nation (LDMLFN) lands are to be built, renovated and inspected in accordance with the Ontario Building Code (OBC). Inspections must be completed by a Designated Inspector. A copy of this Inspection Requirements Checklist along with applicable approved inspection reports and/or certification(s) will be filed with Residential Registry.

**Inspection Process**

Pursuant to Lac des Mille Lacs First Nation housing requirements, the person(s) who wishes to build, purchase or renovate a home or dwelling shall provide LDMLFN with proof of completion of the required inspections. The below is intended as a general guide, other construction techniques, codes and standards may apply.

**1) PLANS INSPECTION**

House plans should be made up of drawings, plans, energy evaluation and specifications on: foundation, floor plans, cross section (bottom of footing to peak of roof and cut through stairs if any), north, south, east and west elevations, truss & roof framing layout, window and door schedules, wood burning appliance specification (if applicable) and a list of all materials. An occupant may design their own home as long as the design has been reviewed and approved.

**Proof of Plans Inspection**

Completed by: \_\_\_\_\_

Signature \_\_\_\_\_

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

**2) SITE EVALUATION**

The lot for the proposed dwelling is to be legally surveyed according to the Canadian Lands Surveying Record. Wooden stakes to show outside corners of house, stake location of water source if by a private source. Two wooden stakes at proposed driveway if applicable. Test holes dug at specific bed area if private sewage system is being installed and it is to be checked twenty-four (24) hours later and recorded for depth of water standing in hole. This information is later to be given to Environmental Health Inspector to help determine the type of sewage system to be installed. Side, front, rear yard boundaries, swales, drainage ditches, depth of excavation. Other buildings and access to local services.

**Proof of Site Evaluation**

Completed by: \_\_\_\_\_

Signature \_\_\_\_\_

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

**3) FOOTING / FOUNDATION INSPECTION**

Inspect concrete footing forms and rebar prior to pour, pier sizes and spacing as per approved plan and concrete foundation walls forming and rebar. Check for anchorage system in place. Check waterproofing which includes weeping tile. Check level of top of foundation, straightness of walls. Masonry or concrete foundation to cure for at least 7 days and laterally supported before granular backfill material. Wood foundations are to conform to CAN/CSA – S406 Preserved Wood Foundation if applicable and inspected prior to backfill. If applicable, Modular, Mobile and manufactured homes are to conform to CSA Z240 10 1-08 Site Preparation, Foundation and Anchorage of Manufactured Homes. Provide a copy of the document from concrete driver indicating the type of concrete and the date and time of delivery.

Proof of Footing / Foundation Inspection

Completed by: \_\_\_\_\_

Signature \_\_\_\_\_

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

**4) FRAMING INSPECTION**

At this stage the beams and supports to be inspected. Floor joists, floor sheathing, wall framing, lintels, rough openings for interior doors, trusses, roof sheathing, bracing, fastener spacing, blocking, room sizes, hallway width, headroom, header and trimmer joists, doors and window installation, fire separations and closures, roof ventilation, roof covering, exterior steps, guards, landings and stairs (interior/exterior) will all be inspected. Rough in of all mechanical plumbing, heating and electrical installation will also be inspected.

Proof of Framing Inspection

Completed by: \_\_\_\_\_

Signature \_\_\_\_\_

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

**5) INSULATION & VAPOUR BARRIER INSPECTION**

Any holes through interior vapour barrier for installation of wiring, plumbing, heating ducts to be sealed to maintain the continuity of the vapour barrier over the entire surface. The vapour barrier inspection will be conducted when the foundation, floor, wall and ceiling system are insulated and covered with interior vapour barrier. Completion of the air barrier and secondary weather protection plane must be prior to the installation of exterior finishes. When required the completion of insulation and vapour barrier must be prior to the installation of interior finishes.

Proof of Insulation & Vapour Barrier Inspection

Completed by: \_\_\_\_\_

Signature \_\_\_\_\_

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



**6) OCCUPANCY INSPECTION**

Substantial completion of construction and installation of components is required to permit occupancy of an unfinished residential building. Items will be inspected for health and safety, electrical, plumbing and heating to be 100% completed, commissioned, and in operating condition. The occupancy inspection will be completed prior to the home owner moving in and may be bypassed if final inspection is completed.

**Proof of Occupancy Inspection**

Completed by: \_\_\_\_\_

Signature \_\_\_\_\_

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

**7) FINAL INSPECTION**

Inspection of all items of a finished residential building will be inspected for health and safety, electrical, plumbing and heating to be 100% completed and in operating condition, complete interior inspection of flooring, walls, ceiling, trim, cabinets, exhaust discharge, hand/guardrails, walkways, caulking and painting. Final inspection will be completed when all the work is done. In absence of the occupancy inspection, the final inspection is required prior to home owner moving in.

**Proof of Final Inspection**

Completed by: \_\_\_\_\_

Signature \_\_\_\_\_

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

**APPENDIX H**

**NEZAADIKAANG / LAC DES MILLE LACS FIRST NATION**

**HOUSING COMMITTEE  
OATH OF CONFIDENTIALITY**

I understand that while carrying out my official duties with the

**Housing Committee**

That all correspondence, conversation, personal requests and financial decisions are to be treated as confidential and should not be divulged without the written consent of the Chief and Council.

I understand that all data and files of the First Nation are and shall remain the property of the First Nation, and that I will have access to information through files, records, conversations or observations that is considered confidential or of a sensitive nature.

I understand that such information may reveal or potentially identify the identity of a person or subject matter sensitive to an individual(s) or the First Nation as a whole.

I agree to hold all such information confidential. I will not disclose or release it to any person anytime, except as required in my official capacity or as may be legally required.

I understand that a Breach of Confidentiality will be considered grounds for dismissal.

Name **(printed)**: \_\_\_\_\_

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

\_\_\_\_\_  
(Chief) (date)

\_\_\_\_\_  
(Councillor) (date)

\_\_\_\_\_  
(Councillor) (date)

\_\_\_\_\_  
(Councillor) (date)

\_\_\_\_\_  
(Councillor) (date)

\_\_\_\_\_  
(Councillor) (date)

## APPENDIX I

**NEZAADIKAANG / LAC DES MILLE LACS FIRST NATION  
NOTICE OF APPEAL***Page 1 of 2*

**To:** Lac des Mille Lacs First Nation  
C/O Housing Committee  
1100 Memorial Ave, Suite 328  
Thunder Bay, Ont., P7B 4A3

**From:**

Name(s)Applicant(s):	
Address:	
Phone Number(s):	
Date of decision being appealed:	
Description of the decision being appealed:	

A band member and or community member of Lac des Mille Lacs First Nation may appeal a decision made under the housing policy. The appeal must be based on one or more of the grounds for an appeal noted on page two (2) of this form. If you have any additional documentation to support the appeal, please note this in the space provided below and attach to this form. A copy of the housing policy on which the housing decision was based is available from the housing committee.

**Important:** A person who wishes to appeal any decision shall submit their appeal in writing to the Lac des Mille Lacs First Nation's Housing Committee within seven (7) days of having been advised of the decision.

**Grounds for an Appeal:**

I/we submit this appeal on the following grounds (please check one/all that apply):

- ☐ The housing policy was not applied which impacted the outcome of the decision being appealed; and/or
- ☐ There was a lack of procedural fairness which impacted the decision being appealed (i.e. any procedural error, improper investigation, or discrimination); and/or
- ☐ New information has come to light rendering the original decision unreasonable in light of the new information presented; and/or
- ☐ The policy is unreasonable (i.e. the housing policy cannot be rationally supported or there is a defect in the policy which is immediate and obvious).

**OPTIONAL** – If you are aware of the housing policy item that was not applied, please make reference to the housing policy item number or reference (the policy is available from the housing committee): \_\_\_\_\_

**Additional Information** to support the appeal is included, as noted below, and is attached:

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**Recovery of Appeal Costs**

I/we acknowledge that any costs incurred by the Lac des Mille Lacs First Nation to review an appeal is recoverable from the applicant if the appeal is unsuccessful:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Delivery of the Notice to Appeal**

I/we have delivered this notice to Lac des Mille Lacs first Nation (please check one):

- ☐ In person to the housing committee; or
- ☐ By registered mail with the delivery date to be within seven (7) days after having been advised of the decision.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*The housing committee shall confirm receipt within seven (7) days of receipt of the appeal and shall confirm the anticipated date of review of the appeal.*

## **APPENDIX J**

### **NEZAADIKAANG / LAC DES MILLE LACS FIRST NATION APPEALS COMMITTEE TERMS OF REFERENCE**

#### **PURPOSE:**

The Appeals Committee shall review all formal appeals under the Housing Policy of Nezaadiikaang/Lac des Mille Lacs First Nation (LDMLFN).

#### **PREAMBLE:**

Whereas: The Chief and Council have a responsibility to ensure on-reserve housing provides a solid foundation for a safe, healthy, self-sustaining Community; and

Whereas: The Chief and Council have a responsibility to ensure fair and equitable policies and processes in the delivery of all on-reserve housing.

Therefore: The Terms of Reference shall define the Appeals Committee, its structure and proceedings, its responsibilities and the authorities the Chief and Council have provided to enable the Appeals Committee to carry out its mandate.

#### **MANDATE:**

The Appeals Committee is responsible for reviewing and delivering a decision on all formal appeals brought forward by the Housing Committee.

#### **COMMITTEE MAKE-UP:**

The Appeals Committee shall consist of three (3) individuals, all of whom are at arm's length from any party that was involved with or responsible for the decision being appealed and are not a Family Member of the person appealing. A separate Appeals Committee shall be appointed by Chief and Council for each new appeal. Each Appeals Committee shall be comprised of:

- (a) one (1) member of Chief and Council;
- (b) one (1) elder to be selected from the Appeals Member List; and
- (c) one (1) community member to be selected from the Appeals Member List.

Appeals Committee Members (other than the Chief and Council appointee) will be selected from an approved Appeals Member List that shall be maintained by the Housing Committee.

One (1) of the three (3) committee members shall act as the Chairperson of the Appeals Committee.

**APPEALS MEMBER LIST:**

In order to be considered for the Appeals Member List, a Band/Community Member must be a minimum of 21 years of age and submit a letter of interest to the Chief and Council that addresses the following:

1. Reason of interest to be on the Appeals Members List.
2. Any knowledge, education, or previous experience that would be beneficial as an Appeals Committee Member.
3. Acknowledge that he/she be willing to sign an Oath of Confidentiality.

Those Band Members/Community Members approved by Chief and Council shall have their names added to the Appeals Member List.

**TERM OF THE COMMITTEE:**

The term of the Appeals Community Member(s) shall be equal to the duration of the appeal hearing. At the discretion of Chief and Council a motion may be passed to remove any member of the Appeals Committee who does not adhere to the Nezaadiikaang/LDMLFN Code of Conduct.

**RESPONSIBILITIES:**

In order to fulfill its mandate, the Appeals Committee has the following responsibilities as delegated by Chief and Council:

- Investigate and review all formal appeals brought before the Appeals Committee, and consider the submissions of the appealing member and the Housing Committee decision-maker, whether orally or in writing.
- Direct a hearing into the matter being appealed, either in person or in writing to consider the submissions of the parties.
- Deliver a final decision, in writing, to the appealing member in question and to the Housing Committee within twenty (20) days of being appointed by Chief and Council.
- The Appeals Committee, in rendering its decision, shall be entitled to either:
  - a) substitute the decision of the Housing Committee with its own decision on the matter in issue; or
  - b) refer the matter back to the Housing Committee for reconsideration with new direction and findings as deemed appropriate.
- Submit the final decision and the written reasons to Chief and Council within the twenty (20) day period of being appointed by Chief and Council.
- Act, at all times, in the best interest of Nezaadiikaang/LDMLFN Community as a whole.
- Keep all proceedings confidential. Any external circulations must be approved by Chief and Council.

- Any committee member who is absent for two (2) consecutive meetings without notice(s) and reasonable justification shall be dismissed as a member of the Appeals Committee and will be removed from the Appeals Member List.

### **RESIGNATIONS:**

A person listed on the Appeals Member List may resign at any time by written notice to the Housing Committee. A resignation of an Appeals Committee Member during an ongoing appeal is strongly discouraged in the interests of fairness to an appealing member.

### **MEETINGS:**

The Appeals Committee shall meet at a frequency based on the need of the Appeals Committee, and as scheduled with at least seven (7) days' notice to the appealing member. The Chairperson may call an emergency meeting if required.

### **NOTICE OF COMMITTEE MEETINGS:**

The Chairperson will provide notice of the time, date and location of meetings to each appealing member, the Housing Committee and each Appeals Committee Member at least seven (7) days prior to the scheduled meeting.

In the event of an emergency meeting, the Chairperson will advise each member of the Appeals Committee and, if necessary, the appealing member and the Housing Committee, of the date, time and location by telephone or in person and will indicate the items of business to be discussed.

### **QUORUM:**

Three (3) Appeals Committee members shall constitute a quorum for the transactions of business.

### **OPENING PROCEEDINGS:**

The Chairperson shall call the meeting to order, and if a quorum is present, the Chairperson will preside over the meeting.

The appeal at the scheduled meeting shall be conducted as fixed by the Appeals Committee, provided that the appealing member shall be afforded the opportunity to present evidence and argument in support of his/her appeal, and the Housing Committee member shall also be entitled to present evidence and argument. In considering the evidence, the Appeals Committee shall not be restricted to any formal rules of evidence or requirements of the *Canada Evidence Act*, but shall be entitled to admit evidence as determined expedient and desirable for efficient proceedings and the interests of all parties.

**ORDER OF PROCEEDINGS:**

The order of business for all regular meetings of the Appeals Committee shall be as follows:

- Call to order by the Chairperson
- Call for attendance of all appealing members to be heard
- Hear evidence and argument of appealing members
- Hear evidence and argument of the Housing Committee
- Hear rebutted argument, if necessary
- Ask for clarification on any points, if necessary
- Adjournment

**RULES, CONDUCT AND DEBATE:**

Every Appeals Committee shall attempt to determine the issue by consensus of the Appeals Committee Members. If consensus cannot be reached, each Appeals Committee Member shall vote on all matters, with each member having one (1) vote. Results of the vote shall be recorded in the decision.

Appeals Committee members will conduct all business in a fair, honest and professional manner and will not bring personal biases or negative opinions to the meeting discussions.

**CONFIDENTIALITY:**

All discussions, debate and documents of the Appeal are confidential. No Appeals Committee Member shall make public any information or business arising from the meetings unless approved by Chief and Council.

**CONFLICT OF INTEREST:**

Appeals Committee Members must be at arm's length from any party that was involved with or responsible for the decision being appealed and cannot be a Family Member of the person appealing. Appeals Committee Members must declare conflict of interest if an appeal directly impacts him/her or their immediate family.

**OPERATING COSTS:**

Operating costs must be approved by Chief and Council.

**AMENDMENTS:**

Amendments to these terms of reference may be necessary from time to time and must be approved by Chief and Council.

**Appeal Committee:** \_\_\_\_\_

**Appeal Committee:** \_\_\_\_\_

**Appeal Committee:** \_\_\_\_\_

**Adopted by Chief and Council on** \_\_\_\_\_